

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HARCO LABORATORIES, INCORPORATED		12/09/2011	CORPORATION: CONNECTICUT
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, AS ADMINISTRATIVE AGENT		
Street Address:	10 MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	BANK: SWITZERLAND		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3320667	SIMX	
Registration Number:	3272875	INNOVATIVE SOLUTIONS. PROVEN PERFORMANCE.	
Registration Number:	3178435	HARCO INNOVATIVE SOLUTIONS. PROVEN PERFORMANCE.	
Registration Number:	2167232	HARCO	
CORRESPONDENCE DATA			
Fax Number:	(866)826-5420		
Phone:	301-638-0511		
Email:	ipresearchplus@comcast.net		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	attn: Penelope J.A. Agodoa		
Address Line 4:	Waldorf, MARYLAND 20602		

OP \$115.00 3320667

900209338

TRADEMARK
 REEL: 004676 FRAME: 0973

ATTORNEY DOCKET NUMBER:	37583
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	12/12/2011
<p>Total Attachments: 8 source=37583#page1.tif source=37583#page2.tif source=37583#page3.tif source=37583#page4.tif source=37583#page5.tif source=37583#page6.tif source=37583#page7.tif source=37583#page8.tif</p>	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

HARCO LABORATORIES, INCORPORATED

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: CONNECTICUT
☐ Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) DECEMBER 9, 2011

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes
☒ No

Name: CREDIT SUISSE AG, AS ADMINISTRATIVE AGENT

Internal

Address: _____

Street Address: 11 MADISON AVENUE

City: NEW YORK

State: NEW YORK

Country: USA Zip: 10010

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☒ Other BANK Citizenship SWITZERLAND

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
PLEASE SEE ATTACHED SCHEDULE

B. Trademark Registration No.(s)
PLEASE SEE ATTACHED SCHEDULE

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: IP Research Plus

Internal Address: _____

Attn: Penelope J.A. Agodoa

Street Address: _____

21 Tadcaster Circle

City: Waldorf

State: MD Zip: 20602

Phone Number: 301-638-0511

Fax Number: 866-826-5420

Email Address: orders@ipresearchplus.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

JESSICA LEVIN

Name of Person Signing

DECEMBER 12, 2011

Date

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 004676 FRAME: 0975

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 9, 2011 (this "Agreement"), is entered into by Harco Laboratories, Incorporated, a Connecticut corporation (the "Subsidiary") in favor of **CREDIT SUISSE AG**, as administrative agent and collateral agent (in such capacity, the "Agent") for the Secured Parties (the "Secured Parties").

WHEREAS, TransDigm Inc. (the "Borrower"), TransDigm Group Incorporated ("Holdings"), the other Grantors, the lenders party thereto from time to time, the Agent and certain other parties as named therein have entered into a Credit Agreement, dated as of June 23, 2006, as amended by Amendment No. 1, dated as of January 25, 2007 (as amended, supplemented or otherwise modified from time to time, the "2006 Credit Agreement");

WHEREAS, the Borrower, Holdings, the other Grantors, the lenders party thereto from time to time (the "2010 Lenders"), the Agent and certain other parties as named therein have entered into a Credit Agreement, dated as of December 6, 2010, as amended by Amendment No. 1 as of March 25, 2011 (as further amended, supplemented or otherwise modified from time to time, the "2010 Credit Agreement");

WHEREAS, the Borrower, Holdings, the other Grantors, the lenders party thereto from time to time (the "2011 Lenders" and, together with the 2010 Lenders, the "Lenders"), the Agent and certain other parties as named therein have entered into a Credit Agreement, dated as of February 14, 2011 (as amended, supplemented or otherwise modified from time to time, the "2011 Credit Agreement" and, together with the 2010 Credit Agreement, the "Credit Agreements");

WHEREAS, the Obligations under the 2006 Credit Agreement were indefeasibly paid in full, and the 2006 Credit Agreement was terminated, on December 14, 2010;

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreements that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of June 23, 2006, as amended and restated as of December 6, 2010, and as further amended and restated as of February 14, 2011, in favor of the Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement") to guarantee and secure the Obligations under the 2010 Credit Agreement and the 2011 Credit Agreement;

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this amended and restated Trademark Security Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Subsidiary and the Agent hereby agree as follows:

SECTION 1. DEFINED TERMS. Capitalized terms not otherwise defined herein have the meanings set forth in the Guarantee and Collateral Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Subsidiary hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of Grantors' right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including without limitation, each United States federally registered trademark and trademark application identified on Schedule I,

(b) all goodwill associated therewith or symbolized thereby,

(c) all other assets, rights and interests that uniquely reflect or embody such goodwill, and

(d) any written agreement, now or hereafter in effect, granting to any third party any right to use any trademark now or hereafter owned by the Subsidiary or that the Subsidiary otherwise has the right to license, or granting to the Subsidiary right to use any trademark now or hereafter owned by any third party, and all rights of the Subsidiary under any such agreement.

Notwithstanding the foregoing, the Trademark Collateral shall not include any application for a Trademark registration filed with the United States Patent and Trademark Office pursuant to Section 1(b) of the Lanham Act ("Intent to Use Application") prior to the filing with and acceptance by the United States Patent and Trademark Office of a Statement of Use (as described in Section 1(d) of the Lanham Act) or an Amendment to Allege Use (as described in Section 1(c) of the Lanham Act).

SECTION 3. PRECEDENCE. The security interest granted hereby is granted in furtherance, and not in limitation, of the security interest granted to the Agent, on behalf of the Secured Parties under the Guarantee and Collateral Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall control.

SECTION 4. RECORDATION. The Subsidiary authorizes and requests that the U.S. Patent and Trademark Office and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. MODIFICATION OF AGREEMENT. This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Guarantee and Collateral Agreement pursuant to which the Agent may modify this Agreement, after obtaining the Subsidiary's approval of or signature to such modification, by amending Schedule II to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed the Subsidiary after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which the Subsidiary no longer has or claims any right, title or interest.

SECTION 6. GENERAL.

(a) Governing Law. **THIS DOCUMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

(b) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Agent and the Subsidiary and their respective successors and assigns. The Subsidiary shall not, without the prior written consent of the Agent given in accordance with the applicable Credit Agreement, assign any right, duty or obligation hereunder.


(c) Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Subsidiary and the Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

HARCO LABORATORIES,
INCORPORATED

by



Name: Gregory Rufus
Title: Treasurer and Secretary

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH, as Agent

by

Name:
Title:

by

Name:
Title:

IN WITNESS WHEREOF, the Subsidiary and the Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

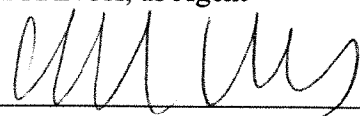
HARCO LABORATORIES,
INCORPORATED

by

Name: Gregory Rufus
Title: Treasurer and Secretary

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH, as Agent

by



Name: ROBERT HETU
Title: MANAGING DIRECTOR

by



Name: KEVIN BUDDHDEW
Title: ASSOCIATE

Schedule I

Trademarks

_MARK	APPLN NO.	FILED	REGN NO.	REGN DATE	CLASS/GOODS	OWNER	STATUS
SIMX	78/756380	11/17/05	3320667	10/23/07	9- Thermocouples and Temperature Sensors	Harco Laboratories, Inc.	Registered
INNOVATIVE SOLUTIONS. PROVEN PERFORMANCE.	78/628893	5/12/05	3272875	7/31/07	9- Electrical and electronic temperature and pressure sensing apparatus, instruments, components and fittings therefor, namely-- thermocouples; thermocouple harnesses; thermocouple leads; thermocouple connectors; total pressure probes; total and static pressure probes; average pressure probes; magnetic speed sensors; optic sensors; air temperature sensors; resistance temperature sensors; data sensing instruments for aircraft-namely, total temperature sensors, pitot and pitot static tubes, and angle of attack sensors; resistance bridges; ice detectors; and transmitters for receiving signals from sensors sensing physical data and transmitting the signals to readout equipment; electrical cables for use in connections	Harco Laboratories, Inc.	Registered
HARCO INNOVATIVE SOLUTIONS. PROVEN PERFORMANCE.	78/628803	5/12/05	3178435	11/28/06	9- Electrical and electronic temperature and pressure sensing apparatus, instruments, components and fittings therefor, namely-- thermocouples; thermocouple harnesses; thermocouple leads; thermocouple connectors; total pressure probes; total and static pressure probes; average pressure probes; magnetic speed sensors; optic sensors; air temperature sensors; resistance temperature sensors; data sensing instruments for aircraft-namely, total temperature sensors, pitot	Harco Laboratories, Inc.	Registered

_MARK	APPLN NO.	FILED	REGN NO.	REGN DATE	CLASS/GOODS	OWNER	STATUS
					and pitot static tubes, and angle of attack sensors; resistance bridges; ice detectors; and transmitters for receiving signals from sensors sensing physical data and transmitting the signals to readout equipment; electrical cables for use in connections		
HARCO	75/252867	3/6/97	2167232	6/23/98	9-electrical and electronic temperature and pressure sensing apparatus, instruments, components and fittings therefor, namely, electrical harnesses; fiber optic harnesses; thermocouples; thermocouple harnesses; thermocouple leads; thermocouple connectors; total pressure probes; total and static pressure probes; average pressure probes; and thermocouple calibrators	Harco Laboratories, Incorporated	Registered