

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Northstar Aerospace, Inc.		06/08/2012	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Fifth Third Bank, as agent		
Street Address:	222 S. Riverside Plaza, 30th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Banking corporation: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77966532	PRECISION DRIVEN	
Registration Number:	4091593	PRECISION DRIVEN	
CORRESPONDENCE DATA			
Fax Number:	3122585700		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	312-258-5724		
Email:	cbollinger@schiffhardin.com		
Correspondent Name:	Chris L. Bollinger		
Address Line 1:	P.O. Box 06079		
Address Line 2:	Schiff Hardin LLP		
Address Line 4:	Chicago, ILLINOIS 60606-0079		
ATTORNEY DOCKET NUMBER:	27662-0031		
NAME OF SUBMITTER:	Chris L. Bollinger		
Signature:	/Chris L. Bollinger/		

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TRADEMARK

Date:

06/08/2012

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 8, 2012, is made by **Northstar Aerospace, Inc.**, an Ontario corporation (the "Company"), in favor of **Fifth Third Bank**, an Ohio banking corporation, in its capacity as agent (in such capacity, the "Agent") for the lenders from time to time party to the Loan Agreement referred to below (the "Lenders").

RECITALS

WHEREAS, the Company, Northstar Aerospace (Canada) Inc., an Ontario corporation ("NA Canada"), Northstar Aerospace (Chicago) Inc., a Delaware corporation ("NA Chicago"), D-Velco Manufacturing of Arizona, Inc., an Arizona corporation ("D-Velco"; NA Chicago and D-Velco are referred to herein, collectively, as the "Borrowers" and, individually, as a "Borrower"), Northstar Aerospace (USA) Inc., a Delaware corporation ("NA USA"), Derlan USA Inc., a Delaware corporation ("Derlan USA"), Northstar Aerospace Turbine Engine Service Group, Inc., a Delaware corporation ("NS Turbine"), 2007775 Ontario Inc., an Ontario corporation ("2007775"), Derlan L.P., a Delaware limited partnership ("Derlan LP"), 3024308 Nova Scotia Company, a Nova Scotia unlimited liability company ("3024308"), 1055360 Ontario Limited, an Ontario corporation ("1055360"; the Company, NA Canada, Borrowers, NA USA, Derlan USA, NS Turbine, 2007775, Derlan LP, 3024308 and 1055360 are referred to herein, collectively, as "Obligors" and, individually, as an "Obligor"), the Lenders and the Agent are parties to a Loan and Security Agreement dated as of March 29, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), pursuant to which the Lenders have agreed to make certain loans to the Borrowers;

WHEREAS, the Obligors and the Agent are parties to a Patent, Copyright, License and Trademark Security Agreement dated as of March 29, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement"); and

WHEREAS, pursuant to the terms of the Loan Agreement and the IP Security Agreement, the Company has granted to the Agent, for the benefit of itself and the Lenders, a security interest in substantially all the assets of the Company, including all right, title and interest of the Company in, to and under all now existing and hereafter arising service marks, trademarks, trademark or service mark registrations, trademark or service mark applications and trade names, all renewals thereof, all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto arising in favor of the Company, and the goodwill of the Company's business connected with and symbolized thereby, to secure the payment and performance in full of all amounts owing by the Company under the Loan Agreement and the other Financing Agreements (as defined in the Loan Agreement);

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Loan Agreement, the Company hereby grants to the Agent, for the benefit of itself and the Lenders, a security interest in all of the Company's right, title and interest in and to the following, whether now existing and hereafter arising:

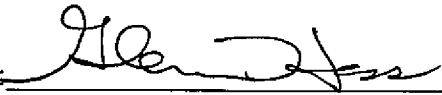
- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, and all renewals thereof, together with the goodwill of the Company's business connected with and symbolized thereby;
- (2) all license agreements with any other Person or Persons with respect to any service marks, trademarks, trademark or service mark registrations, trademark or service mark applications and trade names, whether the Company is a licensor or licensee under any such license agreements, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter owned by the Company and now or hereafter covered by such licenses; and
- (3) all products and proceeds of the foregoing, including, without limitation, all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto arising in favor of the Company (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to the Agent, for the benefit of itself and the Lenders, pursuant to the Loan Agreement and the IP Security Agreement and is subject to limitations set forth therein. In the event of any conflict between any provision of this Agreement and any provision of the Loan Agreement or the IP Security Agreement, the Loan Agreement or the IP Security Agreement, respectively, will govern. Each of the Company and the Agent hereby acknowledges and affirms that the rights and remedies of the Agent and each Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement and the IP Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, the Company has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

NORTHSTAR AEROSPACE, INC.

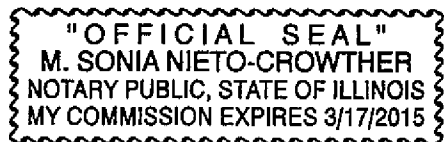
By: 
Name: Glenn Hess
Title: President and Chief Executive Officer

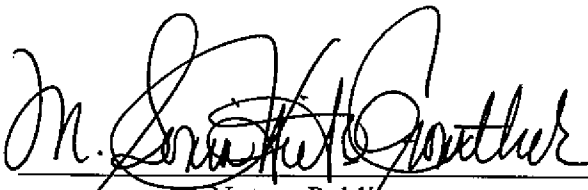
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that Glenn Hess, personally known to me to be the President and Chief Executive Officer of Northstar Aerospace, Inc., an Ontario corporation (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing Trademark Security Agreement, appeared before me this day and acknowledged that he signed and delivered said assignment as an officer of the Company pursuant to authority given by the board of directors of the Company, as his free and voluntary act and as the free and voluntary act and deed of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 8th day of June, 2012.

(NOTARIAL SEAL)




Notary Public

My Commission Expires: 3-17-2015

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner
PRECISION DRIVEN	U.S.	77/966532 3/23/2010	N/A	Northstar Aerospace, Inc.
PRECISION DRIVEN	U.S.	77/982786 3/23/2010	4091593 1/24/2012	Northstar Aerospace, Inc.

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