

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Northstar Aerospace, Inc.		06/15/2012	CORPORATION: ONTARIO

<b>RECEIVING PARTY DATA</b>	
Name:	Boeing Capital Loan Corporation
Street Address:	2215-B Renaissance Drive, Suite 18
City:	Las Vegas
State/Country:	NEVADA
Postal Code:	89119
Entity Type:	CORPORATION: DELAWARE

<b>PROPERTY NUMBERS Total: 4</b>		
Property Type	Number	Word Mark
Registration Number:	2856449	NORTHSTAR AEROSPACE
Registration Number:	2880021	NORTHSTAR AEROSPACE
Registration Number:	4091593	PRECISION DRIVEN
Serial Number:	77966532	PRECISION DRIVEN

<b>CORRESPONDENCE DATA</b>	
Fax Number:	3128622200
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	312-862-6371
Email:	renee.prescan@kirkland.com
Correspondent Name:	Renee Prescan
Address Line 1:	300 North LaSalle Street
Address Line 2:	Kirkland & Ellis LLP
Address Line 4:	Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	77285-154 RMP
-------------------------	---------------

CH \$115.00 2856449



The Lien or security interest evidenced by this document is junior and subordinate to the Lien or security interest on such property created by any security agreement, mortgage, deed of trust or similar instrument now or hereafter granted to Fifth Third Bank, as Agent, and its permitted successors and assigns, in such property, in accordance with the provisions of the Intercreditor Agreement dated on or about the date hereof by and among Fifth Third Bank, as Agent, Boeing Capital Loan Corporation, and the Obligors referred to therein, as modified, supplemented or amended from time to time.

**DEBTOR-IN-POSSESSION PATENT, COPYRIGHT, LICENSE AND TRADEMARK  
SECURITY AGREEMENT**

THIS DEBTOR-IN-POSSESSION PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of June 15, 2012 by **Northstar Aerospace, Inc.**, an Ontario corporation ("Holdings"), **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"), **Northstar Aerospace (USA) Inc.**, a Delaware corporation ("NA USA"), **Derlan USA Inc.**, a Delaware corporation ("Derlan USA"), **2007775 Ontario Inc.**, an Ontario corporation ("2007775"), and **3024308 Nova Scotia Company**, a Nova Scotia unlimited liability company ("3024308"; Holdings, NA Canada, NA Chicago, D-Velco, NA USA, Derlan USA, 2007775 and 3024308 are referred to herein, collectively, as the "Obligors" and, individually, as an "Obligor"), in favor of **Boeing Capital Loan Corporation**, a Delaware corporation ("Secured Party").

**W I T N E S S E T H:**

**WHEREAS**, (i) certain Obligors and Secured Party have entered into that certain Debtor-in-Possession Loan and Security Agreement dated on or about the date hereof (as the same may be amended, modified or supplemented from time to time, the "DIP Loan Agreement") and (ii) all of the Obligors have made that certain Debtor-in-Possession Guaranty Agreement dated on or about the date hereof in favor of the Payee (as the same may be amended, modified or supplemented from time to time, the "Guaranty"); and

**WHEREAS**, it is a condition to the effectiveness of the DIP Loan Agreement and Secured Party's commitments to make certain loans and advances to Obligors thereunder that Obligors enter into this Agreement;

**NOW THEREFORE**, in consideration of the premises, to induce Secured Party to enter into the DIP Loan Agreement, to induce Secured Party to make any loan or advance to Obligors thereunder, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. **Incorporation of DIP Loan Agreement.** The DIP Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Terms used herein which are not defined herein but are defined in the DIP Loan Agreement shall have the meanings ascribed to them therein.

2. **Grant of Security Interest, Etc.** To secure the complete and timely satisfaction of all of each Obligor's Secured Liabilities, each Obligor hereby grants to Secured Party a security interest in and to all of such Obligor's right, title and interest in, to and under all of the following, whether now existing or hereafter arising:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Schedule A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) through (d), inclusive, in which such Obligor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(ii) all copyrights, copyright registrations and copyright applications including, without limitation, the copyrights and applications listed on Schedule B attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (a) through (d), inclusive, in which such Obligor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(iii) all such Obligor's rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Patents and Copyrights, whether such Obligor is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, 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 such Obligor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Patent and Copyright Licenses");

(iv) all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, domain names and trade names including, without limitation, the trademarks and service marks listed on Schedule D attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and

hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all the foregoing service marks, trademarks, registrations, applications and trade names, together with the items described in clauses (a) through (d), inclusive, with respect thereto in which such Obligor now or hereafter has any right, title or interest are sometimes hereinafter and/or collectively referred to as the "Marks"; notwithstanding the foregoing and for certainty, Secured Party shall only have a security interest in, and not a present assignment of, any Canadian Marks forming part of the collateral);

(v) all such Obligor's rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Marks, whether such Obligor is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule E attached hereto and made a part hereof, 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 such Obligor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to as "Trademark Licenses"; Patent and Copyright Licenses and Trademark Licenses are hereinafter referred to collectively as "Licenses"; and

(vi) the goodwill of such Obligor's business connected with and symbolized by the Marks.

**3. Restrictions on Future Agreements.** Each Obligor agrees and covenants that until the Secured Liabilities shall have been indefeasibly satisfied in full in cash and the DIP Loan Agreement shall have been terminated, such Obligor will not, without Secured Party's prior written consent, take any action or enter into any agreement, including, without limitation entering into any license agreement, which is inconsistent with such Obligor's obligations under this Agreement, and each Obligor further agrees and covenants that without Secured Party's prior written consent it will not take any action, or permit any action to be taken by others subject to its control, including its licensees, or fail to take any action which would affect the validity or enforcement or nature of the rights granted to Secured Party under this Agreement. Each Obligor agrees and covenants not to sell or assign its interest in, or grant any license under, the Patents, Marks, Copyrights or Licenses, without receiving the prior written consent of Secured Party thereto.

**4. Certain Covenants, Representations and Warranties of each Obligor.** Each Obligor covenants, represents and warrants (to the best of such Obligor's knowledge with respect to any Patents, Marks and Copyrights which are licensed by third parties to such Obligor) that: (i) the Patents, Marks, Copyrights and Licenses are subsisting, have not been adjudged invalid or unenforceable in whole or in part, and are not currently being challenged in any way; (ii) none of the Patents, Marks, Copyrights and Licenses have lapsed or expired or have been abandoned, whether due to any failure to pay any maintenance or other fees or make any filing or otherwise; (iii) each of the Patents, Marks, Copyrights and Licenses is valid and enforceable and such Obligor is unaware of any invalidating prior art (including public uses and sales) relative to the Patents, and is unaware of any impairments to the Patents, Marks, Copyrights or Licenses which

would have a material adverse effect on the validity and/or enforceability of the Patents, Marks, Copyrights or Licenses; (iv) to the best of such Obligor's knowledge, no claim has been made that the use of any of the Patents, Marks, Copyrights or Licenses constitutes an infringement; (v) such Obligor owns the entire right, title and interest in and to each of the Patents, Marks and Copyrights (other than those being licensed to such Obligor pursuant to the Licenses) free and clear of any Liens and encumbrances of every kind and nature, and the Licenses are valid and subsisting licenses with respect to the Patents, Marks, Copyrights described therein, free and clear of any Liens and encumbrances of every kind and nature arising by, through or under such Obligor, in each case except for (A) rights granted by such Obligor pursuant to the applicable licenses listed on Schedules C and E, and (B) Liens and encumbrances in favor of Secured Party pursuant to this Agreement or the other Financing Agreements; (vi) the Patents, Marks and Copyrights and Licenses listed on Schedules A, B, C, D and E constitute all such items in which such Obligor has any right, title or interest; (vii) such Obligor has the unqualified right to enter into this Agreement and perform its terms; (viii) such Obligor will continue to use proper statutory notice in connection with its use of the Patents, Marks and Copyrights (except as to any thereof which is no longer material to such Obligor's business); and (ix) such Obligor will use standards of quality in its manufacture of products sold under the Marks consistent with those currently employed by it.

**5. New Patents, Marks, Copyrights and Licenses.** If, before the Secured Liabilities shall have been indefeasibly satisfied in full in cash and the DIP Loan Agreement shall have been terminated, any Obligor shall (i) obtain rights to any new patentable inventions, trademarks, service marks, trademark or service mark registrations, copyrights, copyright registrations, trade names or licenses, or (ii) become entitled to the benefit of any patent, trademark or service mark application, trademark, service mark, trademark or service mark registration, copyrights, copyright registrations, license or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Section 2 above shall automatically apply thereto and such Obligor shall give to Secured Party prompt written notice thereof. Each Obligor hereby authorizes Secured Party to modify this Agreement by noting any future acquired Patents, Marks, Copyrights on Schedule A, B or D and any Licenses and licensed Patents, Marks or Copyrights on Schedules C or E, as applicable; provided, however, that the failure of Secured Party to make any such notation shall not limit or affect the obligations of any Obligor or rights of Secured Party hereunder.

**6. Royalties; Terms.** Each Obligor hereby agrees that the security interest of Secured Party in all Patents, Marks, Copyrights and Licenses as described above shall be worldwide (or, in the case of Patents, Marks and Copyrights licensed to an Obligor, such smaller geographic location if any is specified for such Obligor's use in the applicable License) and without any liability of Secured Party to such Obligor for royalties or other related charges. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Marks, Copyrights and Licenses assigned hereunder, or (ii) indefeasible satisfaction in full in cash of the Secured Liabilities and termination of the DIP Loan Agreement.

7. **Inspection.** Secured Party shall have the right, at any time and from time to time, in accordance with the terms of the DIP Loan Agreement, to inspect any Obligor's premises and to examine any Obligor's books, records and operations, including, without limitation, any Obligor's quality control processes. From and after the occurrence and during the continuance of a Default and notice by Secured Party to each Obligor of Secured Party's intention to enforce its rights and claims against any of the Patents, Marks, Copyrights and Licenses, each Obligor agrees that Secured Party, or a conservator appointed by Secured Party, shall have the right to establish such additional product quality controls as Secured Party or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by such Obligor under the Marks consistent with the quality of products now manufactured by such Obligor.

8. **Termination of Each Obligor's Interest.** This Agreement is made for collateral purposes only. Upon indefeasible satisfaction in full in cash of the Secured Liabilities and termination of the DIP Loan Agreement, subject to any disposition thereof which may have been made by Secured Party pursuant hereto or pursuant to any of the other Financing Agreements, the security interest granted hereunder shall automatically be extinguished. Secured Party shall, at the request of any Obligor and at such Obligor's expense, execute and deliver to such Obligor, all termination statements and other instruments as may be necessary or proper to evidence the termination of the security interest granted to Secured Party pursuant to this Agreement, subject to any disposition thereof which may have been made by Secured Party pursuant hereto or pursuant to any of the other Financing Agreements. Any such termination statements and instruments shall be without recourse upon or warranty by Secured Party.

9. **Duties of the Obligors.** Except to the extent the same is no longer material to such Obligor's business, each Obligor shall have the duty (i) to prosecute diligently any patent application included in the Patents, any application respecting the Marks, and any copyright application respecting the Copyrights, in each case pending as of the date hereof or thereafter, (ii) to make application on unpatented but patentable inventions and on registerable but unregistered trademarks, service marks and copyrights, and (iii) to preserve, maintain and enforce against infringement all rights in patent applications and patents constituting the Patents, in trademark or service mark applications, trademarks, service marks, and trademark or service mark registrations constituting the Marks, and in copyright applications, copyrights and copyright registrations constituting the Copyrights. Any expenses incurred in connection with the foregoing (including, but not limited to, maintenance or renewal fees) shall be borne by the Obligors. Except to the extent the same is no longer material to such Obligor's business, each Obligor shall not abandon any pending patent application, trademark application, copyright application, service mark application, patent, trademark, service mark or copyright without the written consent of Secured Party.

10. **Secured Party's Right to Sue.** From and after the occurrence and during the continuance of a Default, Secured Party shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, the Marks, the Copyrights and the Licenses, and any licenses thereunder, and, if Secured Party shall commence any such suit, each Obligor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper

documents reasonably required by Secured Party in aid of such enforcement, and each Obligor shall promptly, upon demand, reimburse and indemnify Secured Party for all costs and expenses incurred by Secured Party in the exercise of its rights under this Section 10.

**11. Waivers.** No course of dealing between any Obligor and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

**12. Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

**13. Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

**14. Further Assurances.** Each Obligor shall execute and deliver to Secured Party (or its agent), at any time or times hereafter at the request of Secured Party (or its agent), all papers (including, without limitation, any as may be deemed desirable by Secured Party for filing or recording with any Patent and Trademark Office, and any successor thereto) and take all such actions (including, without limitation, paying the cost of filing or recording any of the foregoing in all public offices reasonably deemed desirable by Secured Party), as Secured Party (or its agent) may request, to evidence Secured Party's interest in the Patents, Marks, Copyrights and Licenses and the goodwill associated therewith and enforce Secured Party's rights under this Agreement.

**15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements.** All of Secured Party's rights and remedies with respect to the Patents, Marks, Copyrights and Licenses, whether established hereby, by any of the Financing Agreements or otherwise, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Obligor hereby constitutes and appoints Secured Party as such Obligor's true and lawful attorney-in-fact, with full power of substitution in the premises, with power at any time after the occurrence and during the continuance of a Default, to (i) endorse such Obligor's name on all applications, documents, papers and instruments determined by Secured Party as necessary or desirable for Secured Party in the use of the Patents, Marks, Copyrights and Licenses, (ii) take any other actions with respect to the Patents, Marks, Copyrights and Licenses as Secured Party deems in good faith to be in the best interest of Secured Party, (iii) grant or issue any exclusive or non-exclusive license under the Patents, Marks or Copyrights to any Person, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Marks, Copyrights or Licenses to any Person. Each Obligor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be



irrevocable until the Secured Liabilities shall have been indefeasibly satisfied in full in cash and the DIP Loan Agreement shall have been terminated. Each Obligor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Secured Party under the DIP Loan Agreement or any of the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Secured Party shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Marks, Copyrights or Licenses may be enforced. Each Obligor hereby releases Secured Party from any and all claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by Secured Party under the powers of attorney granted herein.


16. **Binding Effect; Benefits.** This Agreement shall be binding upon each Obligor and its respective successors and assigns and shall inure to the benefit of Secured Party and its respective successors, assigns and nominees.

17. **Governing Law.** This Agreement shall be deemed to have been executed and delivered in Delaware, and shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) of Delaware.


18. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The delivery of an executed counterpart of a signature page or acceptance to this Agreement by telecopier or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties hereto have entered into this Debtor-in-Possession Patent, Copyright, License and Trademark Security Agreement as of the date first above written.

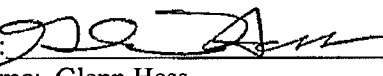
**NORTHSTAR AEROSPACE, INC.**

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

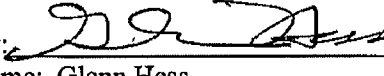
**NORTHSTAR AEROSPACE (CANADA) INC.**

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

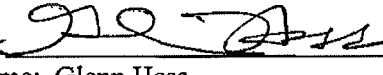
**NORTHSTAR AEROSPACE (CHICAGO) INC.**

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

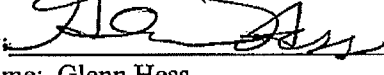
**D-VELCO MANUFACTURING OF ARIZONA, INC.**

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

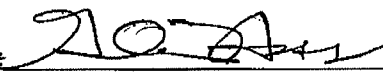
**NORTHSTAR AEROSPACE (USA) INC.**

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

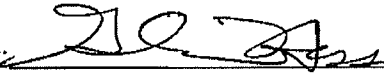
**DERLAN USA INC.**

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

**3024308 NOVA SCOTIA COMPANY**

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

**2007775 ONTARIO INC.**

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

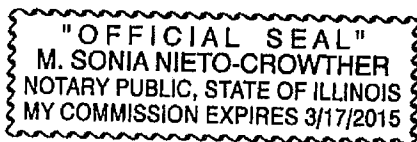
*Signature Page to  
DIP Patent, Copyright, License and Trademark Security Agreement (Boeing)*

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 Debtor-in-Possession Patent, Copyright, License and Trademark Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said assignment as an officer of the Company and caused the seal of the Company to be affixed thereto, pursuant to authority given by the board of directors of the Company, as his/her 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 11<sup>th</sup> day of June, 2012.

(NOTARIAL SEAL)



M. Sonia Nieto-Crowther  
Notary Public

My Commission Expires: 3-17-2015

STATE OF Illinois )  
COUNTY OF Cook ) SS.

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that Glenn Hess, personally known to be the President and Chief Executive Officer of Northstar Aerospace (Canada) Inc., an Ontario corporation (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing Debtor-in-Possession Patent, Copyright, License and Trademark Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said assignment as an officer of the Company and caused the seal of the Company to be affixed thereto, pursuant to authority given by the board of directors of the Company, as his/her 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 11<sup>th</sup> day of June, 2012.

(NOTARIAL SEAL)



M. Sonia Nieto-Crowther  
Notary Public

My Commission Expires: 3-17-2015

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 be the President and Chief Executive Officer of Northstar Aerospace (Chicago) Inc., a Delaware corporation (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing Debtor-in-Possession Patent, Copyright, License and Trademark Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said assignment as an officer of the Company and caused the seal of the Company to be affixed thereto, pursuant to authority given by the board of directors of the Company, as his/her 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 11<sup>th</sup> day of June, 2012.

(NOTARIAL SEAL)



M. Sonia Nieto-Crowther  
Notary Public

My Commission Expires: 3/17/2015

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 be the President and Chief Executive Officer of D-Velco Manufacturing of Arizona, Inc., an Arizona corporation (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing Debtor-in-Possession Patent, Copyright, License and Trademark Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said assignment as an officer of the Company and caused the seal of the Company to be affixed thereto, pursuant to authority given by the board of directors of the Company, as his/her 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 11<sup>th</sup> day of June, 2012.

(NOTARIAL SEAL)



M. Sonia Nieto-Crowther  
Notary Public

My Commission Expires: 3/17/2015

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 be the President and Chief Executive Officer of Northstar Aerospace (USA) Inc., a Delaware corporation (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing Debtor-in-Possession Patent, Copyright, License and Trademark Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said assignment as an officer of the Company and caused the seal of the Company to be affixed thereto, pursuant to authority given by the board of directors of the Company, as his/her 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 11<sup>th</sup> day of June, 2012.

(NOTARIAL SEAL)



M. Sonia Nieto-Crowther  
Notary Public

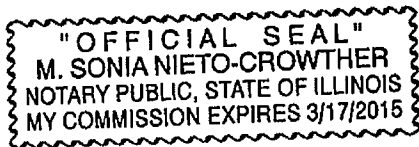
My Commission Expires: 3/17/2015

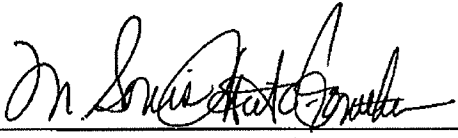
STATE OF Illinois )  
 ) SS.  
COUNTY OF Cook )

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that Glenn Hess, personally known to be the President and Chief Executive Officer of Derlan USA Inc., a Delaware corporation (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing Debtor-in-Possession Patent, Copyright, License and Trademark Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said assignment as an officer of the Company and caused the seal of the Company to be affixed thereto, pursuant to authority given by the board of directors of the Company, as his/her 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 11<sup>th</sup> day of June, 2012.

(NOTARIAL SEAL)



  
\_\_\_\_\_  
Notary Public

My Commission Expires: 3/17/2015







The undersigned accepts and agrees to the foregoing Debtor-in-Possession Patent, Copyright, License and Trademark Security Agreement as of the date first written above in Delaware.

**BOEING CAPITAL LOAN CORPORATION**

By: 

\_\_\_\_\_  
Name: Maurita Sutedja

Title: Authorized Signatory

*Signature Page to  
DIP Patent, Copyright, License and Trademark Security Agreement (Boeing)*

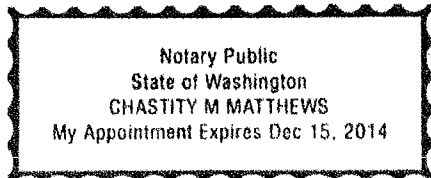
**TRADEMARK  
REEL: 004809 FRAME: 0401**

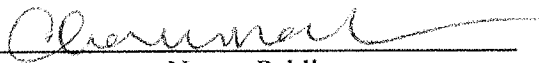
STATE OF Washington )  
 ) SS.  
COUNTY OF Pierce )

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that Maurita Sutedja, personally known to me to be the Authorized Signatory of Boeing Capital Loan Corporation, a Delaware corporation (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing Debtor-in-Possession Patent, Copyright, License and Trademark Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said assignment as an officer of the Company and caused the seal of the Company to be affixed thereto, pursuant to authority given by the board of directors of the Company, as his/her 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 11th day of June, 2012.

(NOTARIAL SEAL)



  
\_\_\_\_\_  
Notary Public

My Commission Expires: 12/15/2014

**SCHEDULE A**

**PATENTS AND PATENT APPLICATIONS**

<u>Patent Description</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>	<u>Owner/Licensor</u>
FACE GEAR MANUFACTURING METHOD AND APPARATUS	2292857 (CA)	02/09/2010	12/21/2019	Northstar Aerospace (Canada) Inc.
FACE GEAR MANUFACTURING METHOD AND APPARATUS	6390894 (US)	05/21/2002	12/21/2018	Northstar Aerospace (Canada) Inc.
APPARATUS FOR MANUFACTURING A FACE GEAR	2581724 (CA)	11/30/2010	02/03/2025	Northstar Aerospace (Canada) Inc.

<u>Patent Application</u>	<u>Application/Serial Number</u>	<u>Application Date</u>	<u>Owner/Licensor</u>
APPARATUS FOR MANUFACTURING A FACE GEAR	11/575293 (US)	01/24/2008	Northstar Aerospace (Canada) Inc.
APPARATUS FOR MANUFACTURING A FACE GEAR	2007-540730 (JP)	02/03/2005	Northstar Aerospace (Canada) Inc.
APPARATUS FOR MANUFACTURING A FACE GEAR	05718384.0 (EP)	02/03/2005	Northstar Aerospace (Canada) Inc.

**SCHEDULE B**

**COPYRIGHTS**

None

**SCHEDULE C**

**PATENT AND COPYRIGHT LICENSES**

None

**SCHEDULE D**

**TRADEMARKS, SERVICE MARKS**

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>	<u>Owner/Licensor</u>
Northstar Aerospace	2,856,449 (US)	06/22/2004	06/22/2014	Northstar Aerospace, Inc.
Northstar Aerospace	2,880,021 (US)	8/31/2004	8/24/2014	Northstar Aerospace, Inc.
Northstar Aerospace	TMA789,610 (CA)	02/03/2011	02/03/2026	Northstar Aerospace, Inc.
Derlan & Design	TMA313,882 (CA)	5/2/1986	5/2/2016	Northstar Aerospace, Inc.
PRECISION DRIVEN	4,091,593 (US)	01/24/2012	01/24/2022	Northstar Aerospace, Inc.
RAZOR PERFORMANCE PRODUCTS (& Design)	TMA496,064 (CA)	06/16/1998	06/16/2013	Northstar Aerospace (Canada) Inc.
WINDSOR GEAR & DRIVE, INC. (& Design)	TMA496,065 (CA)	06/16/1998	06/16/2013	Northstar Aerospace (Canada) Inc.
<u>Trademark Application</u>	<u>Application/Serial Number</u>	<u>Application Date</u>	<u>Owner/Licensor</u>	
PRECISION DRIVEN	1,476,471 (Canada)	April 1, 2010	Northstar Aerospace, Inc.	
PRECISION DRIVEN	77/966,532 (US)	March 23, 2010	Northstar Aerospace, Inc.	




**SCHEDULE E**  
**TRADEMARK LICENSES**

None

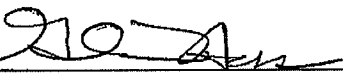


This power of attorney is made pursuant to that certain Debtor-in-Possession Loan and Security Agreement dated as of June <sup>15</sup>, 2012 among the Obligors and Secured Party and may not be revoked until the payment in full of all liabilities and obligations of the Obligors under such Debtor-in-Possession Loan and Security Agreement.

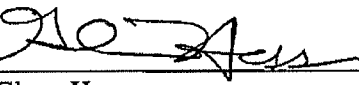
**NORTHSTAR AEROSPACE, INC.**

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

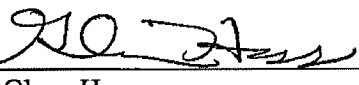
**NORTHSTAR AEROSPACE (CANADA) INC.**

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


**NORTHSTAR AEROSPACE (CHICAGO) INC.**

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

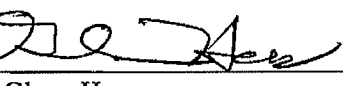
**D-VELCO MANUFACTURING OF ARIZONA, INC.**

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


**NORTHSTAR AEROSPACE (USA) INC.**

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


**DERLAN USA INC.**

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

**3024308 NOVA SCOTIA COMPANY**

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

**2007775 ONTARIO INC.**

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

*Signature Page to Special Power of Attorney (Boeing)*

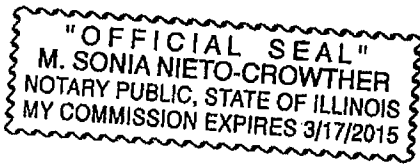


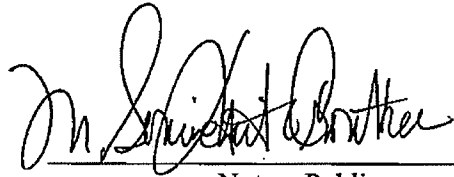
STATE OF Illinois )  
 ) SS.  
COUNTY OF Cook )

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that Glenn Hess, personally known to be the President and Chief Executive Officer of Northstar Aerospace (Canada) Inc., an Ontario corporation (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing Special Power of Attorney, appeared before me this day and acknowledged that he/she signed and delivered said assignment as an officer of the Company and caused the seal of the Company to be affixed thereto, pursuant to authority given by the board of directors of the Company, as his/her 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 1<sup>st</sup> day of June, 2012.

(NOTARIAL SEAL)



  
\_\_\_\_\_  
Notary Public

My Commission Expires: 3/17/2015



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 be the President and Chief Executive Officer of D-Velco Manufacturing of Arizona, Inc., an Arizona corporation (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing Special Power of Attorney, appeared before me this day and acknowledged that he/she signed and delivered said assignment as an officer of the Company and caused the seal of the Company to be affixed thereto, pursuant to authority given by the board of directors of the Company, as his/her 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 11<sup>th</sup> day of June, 2012.

(NOTARIAL SEAL)



M. Sonia Nieto-Crowther  
Notary Public

My Commission Expires: 3-17-2015

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 be the President and Chief Executive Officer of Northstar Aerospace (USA) Inc., a Delaware corporation (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing Special Power of Attorney, appeared before me this day and acknowledged that he/she signed and delivered said assignment as an officer of the Company and caused the seal of the Company to be affixed thereto, pursuant to authority given by the board of directors of the Company, as his/her 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 11<sup>th</sup> day of June, 2012.

(NOTARIAL SEAL)



M. Sonia Nieto-Crowther  
Notary Public

My Commission Expires: 3/17/2015

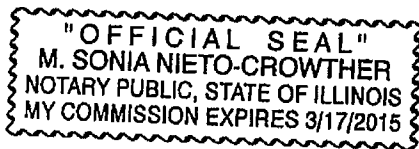


STATE OF Illinois )  
 )  
COUNTY OF Cook ) SS.

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that Glenn Hess, personally known to be the President and Chief Executive Officer of Derlan USA Inc., a Delaware corporation (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing Special Power of Attorney, appeared before me this day and acknowledged that he/she signed and delivered said assignment as an officer of the Company and caused the seal of the Company to be affixed thereto, pursuant to authority given by the board of directors of the Company, as his/her 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 11<sup>th</sup> day of June, 2012.

(NOTARIAL SEAL)



M. Sonia Nieto-Crowther  
Notary Public

My Commission Expires: 3/17/2015

STATE OF Illinois )  
COUNTY OF Cook ) SS.

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that Glenn Hess, personally known to be the President and Chief Executive Officer of 2007775 Ontario Inc., an Ontario corporation (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing Special Power of Attorney, appeared before me this day and acknowledged that he/she signed and delivered said assignment as an officer of the Company and caused the seal of the Company to be affixed thereto, pursuant to authority given by the board of directors of the Company, as his/her 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 11<sup>th</sup> day of June, 2012.

(NOTARIAL SEAL)



M. Sonia Nieto-Crowther  
Notary Public

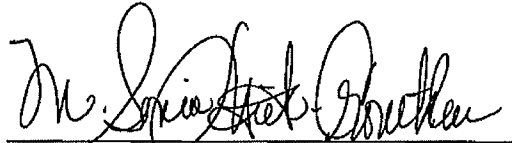
My Commission Expires: 3/17/2015

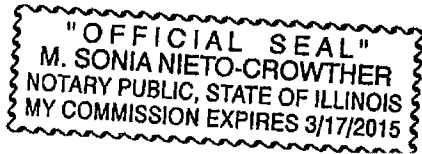
STATE OF Illinois )  
COUNTY OF Cook ) SS.

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that Glenn Hess, personally known to be the President and Chief Executive Officer of 3024308 Nova Scotia Company, a Nova Scotia unlimited liability company (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing Special Power of Attorney, appeared before me this day and acknowledged that he/she signed and delivered said assignment as an officer of the Company and caused the seal of the Company to be affixed thereto, pursuant to authority given by the board of directors of the Company, as his/her 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 11<sup>th</sup> day of June, 2012.

(NOTARIAL SEAL)

  
\_\_\_\_\_  
Notary Public



My Commission Expires: 3/17/2015