

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)/Execution Date(s):

Eclipse Aerospace, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Limited Liability Company

Citizenship: DEExecution Date(s) July 20, 2012Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

☐ Yes☒ No

Additional names, addressees, or citizenship attached?

Name: Wells Fargo Bank, National AssociationInternal
Address:Street Address: 301 South College StreetCity: CharlotteState: NCCountry: USAZip: 28202☒ Association Citizenship: USA☐ General Partnership Citizenship:☐ Limited Partnership Citizenship:☐ Corporation Citizenship:☐ Other ___ Citizenship: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) See Attached Exhibit B

B. Trademark Registration No.(s) See Attached Exhibit B

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: Susan O'BrienInternal Address: CT Lien SolutionsStreet Address: 187 Wolf Road, Suite 101City: AlbanyState: NYZip: 12205Phone Number: 800-342-3676Fax Number: 800-962-7049Email Address: cls-uds@albany@wolterskluwer.com

6. Total number of applications and registrations involved:

10 US Marks7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 385.00☒ Authorized to be charged by credit card☐ Authorized to be charged to deposit account☐ Enclosed

8. Payment Information:

a. Credit Card

Last 4 Numbers

1640

Expiration Date

10/13

b. Deposit Account Number

Authorized User Name:

9. Signature: _____

Signature

Kareem Ansley
Name of Person SigningJuly 26, 2012
DateTotal number of pages including cover sheet, attachments, and document: 14Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$240.00 7794928

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

Mark	Reg #	Reg Date	Status
ECLIPSE	3557904	1/6/09	Registered
JETCOMPLETE	3525722	10/28/08	Registered
PHOSTREX	3469367	7/15/08	Registered
ECLIPSE AVIATION	3169023	11/7/06	Registered
ECLIPSE 500	3373394	1/22/08	Registered
ECLIPSE 500 JET	3373395	1/22/08	Registered
Miscellaneous Design	2992733	9/6/05	Registered
Eclipse Aerospace, Inc.	77949284	unk.	Registered
EAI	77949294	unk.	Registered

APPLICATIONS

Mark	App #	App Date	Status
ECLIPSE AEROSPACE	77/949284	3/3/10	Pending
ECLIPSE	-	5/12/06	Opposition

COLLECTIVE MEMBERSHIP MARKS

None

UNREGISTERED MARKS

None

PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement"), dated as of July 20, 2012, is made by and between Eclipse Aerospace, Inc., a Delaware corporation ("Debtor"), with its chief executive office at 125 Fairchild Street, Suite 100, Charleston, South Carolina 29492, and Wells Fargo Bank, National Association ("Wells Fargo"), with its chief executive office at 301 South College Street, MAC 1053-221, Charlotte, North Carolina 28202.

Recitals

A. Debtor and Wells Fargo are parties to a Credit and Security Agreement (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Credit Agreement"), dated the same date as this Agreement, setting forth the terms on which Wells Fargo may now or hereafter extend credit to or for the account of Debtor.

B. As a condition to extending credit to or for the account of Debtor, Wells Fargo has required the execution and delivery of this Agreement by Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Patents" means all of Debtor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Debtor's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. Debtor hereby irrevocably pledges and assigns to, and grants Wells Fargo a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Indebtedness. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Debtor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Debtor represents, warrants and agrees as follows:

(a) Existence; Authority. Debtor is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of Debtor.

(b) Patents. Exhibit A accurately lists all Patents owned or controlled by Debtor as of the date hereof, or to which Debtor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Debtor owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then Debtor shall within 60 days provide written notice to Wells Fargo with a replacement Exhibit A, which upon acceptance by Wells Fargo shall become part of this Agreement.

(c) Trademarks. Exhibit B accurately lists all Trademarks owned or controlled by Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to Debtor's or any Affiliate's business(es). If after the date hereof, Debtor owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to Debtor's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Debtor shall promptly provide written notice to Wells Fargo with a replacement Exhibit B, which upon acceptance by Wells Fargo shall become part of this Agreement.

(d) Affiliates. As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by Debtor, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then Debtor shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to Debtor; or (ii) notify Wells Fargo of such item(s) and cause

such Affiliate to execute and deliver to Wells Fargo a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** Debtor has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. Debtor (i) will have, at the time Debtor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) **No Sale.** Except as permitted in the Credit Agreement, Debtor will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Wells Fargo's prior written consent.

(g) **Defense.** Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Wells Fargo: (i) sufficient written notice, of at least thirty (30) days, to allow Wells Fargo to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) **Wells Fargo's Right to Take Action.** If Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Wells Fargo gives Debtor written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if Debtor notifies Wells Fargo that it intends to abandon a Patent or Trademark, Wells Fargo may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Debtor (or, at Wells Fargo's option, in Wells Fargo's own name) and may (but need not) take any and all other actions which Wells Fargo may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any

applicable law, Debtor shall pay Wells Fargo on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Wells Fargo in connection with or as a result of Wells Fargo's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Wells Fargo at the Default Rate.

(k) **Power of Attorney.** To facilitate Wells Fargo's taking action under subsection (i) and exercising its rights under Section 6, Debtor hereby irrevocably appoints (which appointment is coupled with an interest) Wells Fargo, or its delegate, as the attorney-in-fact of Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Debtor under this Section 3, or, necessary for Wells Fargo, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Indebtedness.

4. **Debtor's Use of the Patents and Trademarks.** Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. **Events of Default.** Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter, Wells Fargo may, at its option, take any or all of the following actions:

(a) Wells Fargo may exercise any or all remedies available under the Credit Agreement.

(b) Wells Fargo may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) Wells Fargo may enforce the Patents and Trademarks and any licenses thereunder, and if Wells Fargo shall commence any suit for such enforcement, Debtor shall, at the request of Wells Fargo, do any and all lawful acts and execute any and all proper documents required by Wells Fargo in aid of such enforcement.

7. Miscellaneous.

(a) This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Wells Fargo. A waiver signed by Wells Fargo shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Wells Fargo's rights or remedies.

(b) All rights and remedies of Wells Fargo shall be cumulative and may be exercised singularly or concurrently, at Wells Fargo's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other.

(c) All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement.

(d) Wells Fargo shall not be obligated to preserve any rights Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application.

(e) This Agreement shall be binding upon and inure to the benefit of Debtor and Wells Fargo and their respective participants, successors and assigns and shall take effect when signed by Debtor and delivered to Wells Fargo, and Debtor waives notice of Wells Fargo's acceptance hereof. Wells Fargo may execute this Agreement if appropriate for the purpose of filing, but the failure of Wells Fargo to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement.

(f) This Agreement shall be governed by the internal laws of the State of New York without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Indebtedness.

(g) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

DEBTOR:

ECLIPSE AEROSPACE, INC.

By: David K. Kelley

Name: David K. Kelley

Title: Chief Financial Officer

WELLS FARGO:

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: _____

Name: _____

Title: Authorized Signatory

[Signature Page to Patent and Trademark Security Agreement]

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DEBTOR:

ECLIPSE AEROSPACE, INC.

By: _____

Name: David K. Kelley

Title: Chief Financial Officer

WELLS FARGO:

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: Kevin Maitland

Name: Kevin Maitland

Title: Authorized Signatory

[Signature Page to Patent and Trademark Security Agreement]

EXHIBIT A

UNITED STATES ISSUED PATENTS

<u>Title</u>	<u>Patent #</u>	<u>Issued</u>	<u>Status</u>
Fire Suppression Systems	7757776	7/20/10	Granted
Fire Suppression Systems	7726409	6/1/10	Granted
Twin Engine Aircraft	5957405	9/28/99	Granted
Twin Engine Aircraft	6199795	3/13/01	Granted
Twin Engine Aircraft	6170780	1/9/01	Granted
Single Engine Aircraft	6089504	7/18/00	Granted
Welded Joints with Polymer Sealant	7225966	6/5/07	Granted
Labile Bromine Fire Suppressants	RE40651	3/10/09	Granted
Labile Bromine Fire Suppressants	RE41557	8/24/10	Granted
Labile Bromine Fire Suppressants	RE41558	8/24/10	Granted

UNITED STATES PATENT APPLICATIONS

<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
Fire Suppression Systems	11/929743	10/30/2007
Fire Suppression Systems	11/456548	7/10/2006

FOREIGN ISSUED PATENTS

Country	Title	Patent #	Issued	Status
Australia	Method of Welding, by Using for Example Friction Stir Welding, Surfaces with Polymers Sealant and Welded Structure	2003258106	5/21/09	Granted
Belgium	Labile Bromine Fire Suppressants	932432	5/31/00	Granted
China P.R.	A Method of Friction Stir Welding	ZL03819156.3	7/2/08	Granted
France	Method of Welding, by Using for Example Friction Stir Welding, Surfaces with Polymers Sealant and Welded Structure	1556186	10/18/06	Granted
France	Labile Bromine Fire Suppressants	932432	5/31/00	Granted
Germany	Method of Welding, by Using for Example Friction Stir Welding, Surfaces with Polymers Sealant and Welded Structure	60309194.6	10/18/06	Granted
Germany	Labile Bromine Fire Suppressants	69608707.3	5/31/00	Granted
Great Britain	Method of Welding, by Using for Example Friction Stir Welding, Surfaces with Polymers Sealant and Welded Structure	1556186	10/18/06	Granted
Great Britain	Labile Bromine Fire Suppressants	932432	5/31/00	Granted
Italy	Method of Welding, by Using for Example Friction Stir Welding, Surfaces with Polymers Sealant and Welded Structure	1556186	10/18/06	Granted
Japan	Labile Bromine Fire Suppressants	3668500	10/20/06	Granted
Netherland	Labile Bromine Fire Suppressants	932432	5/31/00	Granted
Russian Federation	Fire Suppression Systems	2389521	5/20/10	Granted
Russian Federation	Method of Welding, by Using for Example Friction Stir Welding, Surfaces with Polymers Sealant and Welded Structure	2325981	6/10/08	Granted
Spain	Method of Welding, by Using for Example Friction Stir Welding, Surfaces with Polymers Sealant and Welded Structure	1556186	10/18/06	Granted
Switzerland	Labile Bromine Fire Suppressants	932432	5/31/00	Granted

FOREIGN PATENT APPLICATIONS

Country	Title	Patent #	Issued	Status
Australia	Fire Suppression Systems			Pending
EPC	Method of Welding, by Using for Example Friction Stir Welding, Surfaces with Polymers Sealant and Welded Structure	1556186	10/18/06	Closed
EPC	Labile Bromine Fire Suppressants	932432	5/31/00	Closed
Patent Cooperation Treaty	Fire Suppression Systems			Closed
Patent Cooperation Treaty	Method of Welding, by Using for Example Friction Stir Welding, Surfaces with Polymers Sealant and Welded Structure			Closed
Patent Cooperation Treaty	Labile Bromine Fire Suppressants			Closed
Australia	Labile Bromine Fire Suppressants			Abandoned
Canada	Fire Suppression Systems			Pending
Canada	Method of Welding, by Using for Example Friction Stir Welding, Surfaces with Polymers Sealant and Welded Structure			Pending
China P.R.	Fire Suppression Systems			Pending
EPC	Fire Suppression Systems			Pending
Hong Kong	Fire Suppression Systems			Pending
Israel	Fire Suppression Systems			Pending
Israel	Method of Welding, by Using for Example Friction Stir Welding, Surfaces with Polymers Sealant and Welded Structure			Pending
South Korea	Method of Welding, by Using for Example Friction Stir Welding, Surfaces with Polymers Sealant and Welded Structure			Pending

FOREIGN TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
ECLIPSE	Canada	TMA709226	3/10/2008
ECLIPSE 500	Canada	TMA709224	3/10/2008
Miscellaneous Design	Canada	TMA709233	3/11/2008
ECLIPSE (Chinese Characters)	China	3346378	11/7/2003
ECLIPSE AVIATION	Australia	998230	8/14/2006
ECLIPSE AVIATION	Australia	998221	8/14/2006
ECLIPSE AVIATION	Benelux	784906	12/21/05
ECLIPSE AEROSPACE	International	1034438	3/29/2010
ECLIPSE AVIATION	Turkey	2006/15862	4/12/06
ECLIPSE	China P.R.	3289043	8/28/03
ECLIPSE	New Zealand	738429	5/11/06
ECLIPSE 500	New Zealand	738430	5/11/06
Miscellaneous Design	New Zealand	738431	12/14/06
ECLIPSE	Community Trademark	1757145	9/21/01
ECLIPSE 500	Community Trademark	1757087	9/21/01
Miscellaneous Design	Community Trademark	2087492	9/21/01

FOREIGN TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Country</u>	<u>Application Number</u>	<u>Application Date</u>
ECLIPSE	India	1701261	6/19/2008
ECLIPSE AEROSPACE	Brazil	830599029	5/11/2010
ECLIPSE AEROSPACE	Brazil	830599037	5/11/2010
ECLIPSE	Uruguay	370.856	5/12/06