

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
Heligear Acquisition Co.		08/23/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	The Boeing Company		
Street Address:	100 Airport Way		
Internal Address:	MC: 5-100-3340, Bldg. 100		
City:	Berkeley		
State/Country:	MISSOURI		
Postal Code:	63134		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2880021	NORTHSTAR AEROSPACE	
Registration Number:	2856449	NORTHSTAR AEROSPACE	
Registration Number:	4091593	PRECISION DRIVEN	
Serial Number:	77966532	PRECISION DRIVEN	
CORRESPONDENCE DATA			
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:	72285-156 RMP		

CH \$115.00 2880021

NAME OF SUBMITTER:	Renee M. Prescan
Signature:	/Renee M. Prescan/
Date:	08/31/2012
Total Attachments: 7 source=Heligear-Boeing IP Security Agmt#page1.tif source=Heligear-Boeing IP Security Agmt#page2.tif source=Heligear-Boeing IP Security Agmt#page3.tif source=Heligear-Boeing IP Security Agmt#page4.tif source=Heligear-Boeing IP Security Agmt#page5.tif source=Heligear-Boeing IP Security Agmt#page6.tif source=Heligear-Boeing IP Security Agmt#page7.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (the “Agreement”), dated as of August 23, 2012, is entered into by and between HELIGEAR ACQUISITION CO., a corporation organized under the laws of the State of Delaware (“Pledgor”), and THE BOEING COMPANY (the “Secured Party”).

WHEREAS, pursuant to that certain Accommodation Agreement (as amended, restated, modified or supplemented from time to time, the “Accommodation Agreement”) of even date herewith by and among Pledgor, certain other parties thereto, and Secured Party, Secured Party has agreed to provide certain financial accommodations to Pledgor, and in connection therewith has required that the Pledgor, among other things, grant a security interest to the Secured Party in certain patents, trademarks and other property as security for such financial accommodations and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Defined Terms.

(a) Except as otherwise expressly provided herein, (i) capitalized terms used in this Agreement shall have the respective meanings assigned to them in that certain Security Agreement (as amended, restated, modified or supplemented from time to time, the “Security Agreement”) of even date herewith between Pledgor and Secured Party and (ii) the rules of construction set forth in Section 1.3 Certain Matters of Construction of the Security Agreement shall apply to this Agreement. Any terms used in this Agreement that are defined in the Uniform Commercial Code as in enacted in Illinois as amended from time to time (the “UCC”) shall be construed and defined as set forth in the UCC unless otherwise defined herein.

(b) “Patents and Trademarks” shall mean and include all of Pledgor’s present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications, trademarks, whether now owned or hereafter acquired by Pledgor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents and trademarks relate. Notwithstanding the foregoing, “Patents and Trademarks” shall not include any Excluded Property.

(c) To secure the full payment and performance of all Obligations, Pledgor hereby grants, and conveys a security interest to Secured Party in the entire right, title and interest of Pledgor in and to all of its Patents and Trademarks.

2. If, before the Obligations shall have been Paid in Full, Pledgor shall own any new trademarks or any new patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent or Trademark or any improvement on any Patent or Trademark (other than Excluded Property), the

provisions of this Agreement shall automatically apply thereto and Pledgor shall give to Secured Party prompt notice thereof in writing. Pledgor and Secured Party agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, and trademarks (other than Excluded Property) and the provisions of this Agreement shall apply thereto.

3. Secured Party shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Security Agreement, those allowed by Applicable Law and the rights and remedies of a secured party under the UCC as enacted in any jurisdiction in which the Patents and Trademarks may be located.

4. If any Event of Default shall have occurred and be continuing, Pledgor hereby authorizes and empowers Secured Party to make, constitute and appoint any officer or agent of Secured Party, as Secured Party may select in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse Pledgor's name on all applications, documents, papers and instruments necessary for Secured Party to use the Patents and Trademarks, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents and Trademarks to any third person, or necessary for Secured Party to assign, pledge, convey or otherwise transfer title in or dispose (other than any assignment or similar conveyance of any intent-to-use trademark applications), on commercially reasonable terms, of the Patents and Trademarks to any third Person. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the term of this Agreement.

5. At such time as Pledgor shall have Paid in Full all of the Obligations, this Agreement shall terminate and, except as set forth in the MOA (as such term is used in the Security Agreement), Secured Party shall execute and deliver to Pledgor all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Pledgor full title to the Patents and Trademarks, subject to any disposition thereof which may have been made by Secured Party pursuant hereto.

6. Pledgor shall have the duty, through counsel reasonably acceptable to Secured Party, to prosecute diligently any patent applications of the Patents and Trademarks pending as of the date of this Agreement if commercially reasonable or thereafter until the Obligations shall have been Paid in Full, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of Pledgor to do so) and to preserve and maintain all rights in patent applications and patents of the Patents, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by Pledgor.

7. Pledgor shall have the right, with the consent of Secured Party, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, and to join Secured Party, if necessary, as a party to such suit so long as Secured Party is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents and Trademarks and any licenses thereunder.

8. All of Secured Party's rights and remedies with respect to the Patents and Trademarks, whether established hereby or by the Security Agreement or by Applicable Law, shall be cumulative and may be exercised singularly or concurrently.

9. 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 clause or provision of this Agreement in any jurisdiction.

10. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 4.

11. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that Pledgor may not assign or transfer any of its rights or obligations hereunder or any interest herein and any such purported assignment or transfer shall be null and void.

12. This Agreement shall be governed by and construed in accordance with the internal Laws of the State of Illinois without regard to its conflicts of law principles.

13. This Agreement may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. Pledgor acknowledges and agrees that a telecopy transmission (or transmission by similar electronic means) to the Secured Party of the signature pages hereof purporting to be signed on behalf of Pledgor shall constitute effective and binding execution and delivery hereof by Pledgor.

14. All notices, requests, demands, directions and other communications (collectively, "notices") given to or made upon any party hereto under the provisions of this Agreement shall be as set forth in the Notices section of the Accommodation Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written.

HELIGEAR ACQUISITION CO.,
a Delaware corporation

By: Robert J. Burkhardt
Name: Robert Burkhardt
Title: CFO, Secretary and Treasurer

THE BOEING COMPANY

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written.

HELIGEAR ACQUISITION CO.,
a Delaware corporation

By: _____
Name: Robert Burkhardt
Title: CFO, Secretary and Treasurer

THE BOEING COMPANY

By: Steve L. Casper
Name: STEVEN L. CASPER
Title: DIRECTOR - SPECIAL MANAGEMENT

**SCHEDULE A
TO
PATENT AND TRADEMARK SECURITY AGREEMENT**

LIST OF REGISTERED PATENTS AND TRADEMARKS

US PATENTS:

PATENT	PATENT OR APPLICATION NUMBER	REGISTRATION DATE	FILE DATE
Face Gear Manufacturing Method and Apparatus	6390894	05/21/2002	12/20/1999
Apparatus for Manufacturing a Face Gear	11575293 (application)	N/A	01/24/2008

CANADA PATENTS:

PATENT	PATENT OR APPLICATION NUMBER	REGISTRATION DATE	FILE DATE
Method and Apparatus for manufacturing face gear	CA 2,581,724	11/30/2010	02/03/2005
Face gear manufacturing method and apparatus	CA 2,292,857	02/09/2010	12/21/1999

EUROPEAN PATENT:

PATENT	PATENT OR APPLICATION NUMBER	REGISTRATION DATE	FILE DATE
Apparatus for Manufacturing a Face Gear	05718384.0 EP1843870	10/17/2007	02/03/2005

US TRADEMARKS:

MARK	SERIAL NUMBER	REGISTRATION NUMBER	REGIS. DATE
Northstar Aerospace	76417952	2880021	08/31/2004
Northstar Aerospace	76417951	2856449	06/22/2004
Precision Driven	77982786	4091593	01/24/2012
Precision Driven	77966532	n/a	Pending

CANADA TRADEMARKS:

MARK	SERIAL NUMBER	REGISTRATION NUMBER	REGIS. DATE
Windsor Gear & Drive Inc. & Design	835057	TMA496065	06/16/1998
Razor Performance Products & Design	835061	TMA496064	06/16/1998
Derlan & Design	541948	TMA313882	05/02/1986
Northstar Aerospace	1473534	TMA789610	02/03/2011
Precision Driven	1476471	n/a	Pending