

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
WESCO HOLDINGS, INC.		12/07/2012	CORPORATION: DELAWARE
WESCO AIRCRAFT HARDWARE CORP.		12/07/2012	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	BARCLAYS BANK PLC		
Street Address:	1 CHURCHILL PLACE		
City:	LONDON		
State/Country:	UNITED KINGDOM		
Postal Code:	E14 5HP		
Entity Type:	CORPORATION: UNITED KINGDOM		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2521481	WESCO AIRCRAFT	
Registration Number:	3924965	WESCO AIRCRAFT	
Registration Number:	3647056	WA	
Registration Number:	3924966	WA	
CORRESPONDENCE DATA			
Fax Number:	2138925163		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	213-892-4000		
Email:	lrizzo@milbank.com		
Correspondent Name:	Milbank, Tweed, Hadley & McCloy LLP		
Address Line 1:	601 South Figueroa Street, Suite 3000		
Address Line 4:	Los Angeles, CALIFORNIA 90017		
ATTORNEY DOCKET NUMBER:	27742-09600		

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DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Chris L. Holm

Signature:

/Chris L. Holm/

Date:

12/14/2012

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “IP Security Agreement”) dated December 7, 2012, is made by WESCO AIRCRAFT HOLDINGS, INC., a Delaware corporation, and WESCO AIRCRAFT HARDWARE CORP., a California corporation, (collectively, the “Grantors”) in favor of BARCLAYS BANK PLC, as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, the Grantors have entered into a Credit Agreement dated as of December 7, 2012 (said Agreement, as it may hereafter be amended, amended and restated, supplemented, or otherwise modified from time to time, being the “Credit Agreement”), with the several banks and other financial institutions or entities from time to time parties to this Agreement (the “Lenders”), and BARCLAYS BANK PLC, as Administrative Agent and Collateral Agent. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans by the Lenders under the Credit Agreement, each Grantor has executed and delivered that certain Guarantee and Collateral Agreement dated December 7, 2012 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “Guarantee and Collateral Agreement”).

WHEREAS, under the terms of the Guarantee and Collateral Agreement, Grantors have granted a security interest in, among other property, certain intellectual property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office, and other similar offices in any State of the United States or any political subdivision thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “**Collateral**”):

- the patents and patent applications set forth in Exhibit A hereto (the “**Patents**”) and all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing;
- the trademark and service mark registrations and applications set forth in Exhibit B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “**Trademarks**”);
- all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright

registrations and applications and exclusive copyright licenses set forth in Exhibit C hereto (the “**Copyrights**”);

- any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment or performance, as the case may be, in full of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, out-of-pocket costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.


SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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 agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

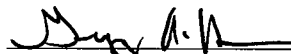
SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

WESCO AIRCRAFT HARDWARE CORP.


By: 
Name: Gregory A. Mann
Title: Chief Financial Officer

WESCO AIRCRAFT HOLDINGS, INC.

By: 
Name: Gregory A. Mann
Title: Chief Financial Officer

BARCLAYS BANK PLC,
as Collateral Agent

Dated: 12/3/12

By: 

Name:

Title: **Craig Malloy**

Director

EXHIBIT A
Patents and Patent Applications

None

EXHIBIT B
Trademark Registrations and Applications

Wesco Aircraft Hardware Corp.:

Trademarks for "Wesco Aircraft" D-6890					
Location Registered	Date Issued	Status	Registration Number	Class of Goods Covered	Renewal Date
U.S.	12/25/2001	Registered	2,521,481	Distribution services of aircraft hardware fasteners and aircraft installation tooling	12/25/2020-12/25/2021
U.S.	3/1/2011	Registered	3,924,965	Distributorships featuring aerospace components and aircraft installation tooling; wholesale services, namely, online store services and catalog services featuring aerospace components and aircraft installation tooling; presentation of goods, namely, aerospace components and aircraft installation tooling on communication media, for wholesale and retail purposes; advertising and business services including on-line services, in particular inventory management and the bringing together for the benefit of others a variety of goods, in particular aerospace components and aircraft installation tooling, enabling customers to conveniently view and purchase such products; organization of exhibitions for commercial or advertising purposes, in particular for aerospace components and for aircraft installation tooling; wholesale services, namely, online store services and catalog services featuring tooling designed for the installation of aerospace hardware and drilling and miscellaneous tools designed for use in aircraft manufacturing maintenance. Maintenance, repair, rental and leasing of tooling designed for the installation of aerospace hardware and drilling, and miscellaneous tools designed for use in aircraft manufacturing maintenance. Packaging, storage and delivery of goods, namely, aerospace components and aerospace hardware installation tooling.	N/A
Trademarks for "WA Logo" D-6891					
U.S.	6/30/09	Registered	3,647,056	Distributorships featuring air craft hardware fastener and aircraft installation tooling	N/A
U.S.	3/1/2011	Registered	3,924,966	Distributorships featuring aerospace components and aircraft installation tooling; wholesale services, namely, online store services and catalog services featuring aerospace components and aircraft installation tooling; presentation of goods, namely, aerospace components and aircraft installation tooling on communication media, for wholesale and retail purposes; advertising and business	N/A

Wesco - IP Security Agreement

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				<p>services including on-line services, in particular inventory management and the bringing together for the benefit of others a variety of goods, in particular aerospace components and aircraft installation tooling, enabling customers to conveniently view and purchase such products; organization of exhibitions for commercial or advertising purposes, in particular for aerospace components and for aircraft installation tooling; wholesale services, namely, online store services and catalog services featuring tooling designed for the installation of aerospace hardware and drilling and miscellaneous tools designed for use in aircraft manufacturing maintenance. Maintenance, repair, rental and leasing of tooling designed for the installation of aerospace hardware and drilling, and miscellaneous tools designed for use in aircraft manufacturing maintenance. Packaging, storage and delivery of goods, namely, aerospace components and aerospace hardware installation tooling.</p>	
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EXHIBIT C
Copyright Registrations and Applications

None