

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
WGI, dba Westfield Gage Company Overhaul & Repair		02/04/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	United Bank		
Street Address:	95 Elm Street		
City:	Springfield		
State/Country:	MASSACHUSETTS		
Postal Code:	01090		
Entity Type:	CORPORATION: MASSACHUSETTS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3476067	WGI	
Registration Number:	3476050	WGI	
Registration Number:	3475836	WESTFIELD GAGE COMPANY OVERHAUL AND REPAIR	
Registration Number:	3611663	LOUIS FILIOS	
CORRESPONDENCE DATA			
Fax Number:	4137343910		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	413.733.3111		
Email:	mpfeiffer@dwpm.com		
Correspondent Name:	Deborah A. Basile		
Address Line 1:	One Monarch Place, 1414 Main Street		
Address Line 2:	Suite 1900		
Address Line 4:	Springfield, MASSACHUSETTS 01144-1900		
ATTORNEY DOCKET NUMBER:	9251-14922		

OP \$115.00 3476067

NAME OF SUBMITTER:	Monika A. Pfeiffer
Signature:	/Monika A. Pfeiffer/
Date:	02/05/2013
<p>Total Attachments: 12 source=united#page1.tif source=united#page2.tif source=united#page3.tif source=united#page4.tif source=united#page5.tif source=united#page6.tif source=united#page7.tif source=united#page8.tif source=united#page9.tif source=united#page10.tif source=united#page11.tif source=united#page12.tif</p>	

LOAN AND SECURITY AGREEMENT

by and between

RRJ, LLC

WGI, INC.

WESTFIELD GAGE CO., INC.

FREDERICK F. FILIOS

ROBIN A. FILIOS

and

UNITED BANK

FEBRUARY 4, 2013

LOAN AND SECURITY AGREEMENT

LOAN AND SECURITY AGREEMENT made this 4th day of February, 2013 by RRJ, LLC, a Massachusetts limited liability company with a usual place of business at 34 Hudson Drive, Southwick, Massachusetts (the "LLC" or "RRJ"), WGI, INC., a Massachusetts corporation with a usual place of business at 34 Hudson Drive, Southwick, Massachusetts ("WGI"), WESTFIELD GAGE CO., INC., a Massachusetts corporation with a usual place of business at 34 Hudson Drive, Southwick, Massachusetts ("WGC"), FREDERICK F. FILIOS, an individual with an address of 23 Meadow Lane, Southwick, Massachusetts ("Fred") and ROBIN A. FILIOS, an individual with an address of 23 Meadow Lane, Southwick, Massachusetts ("Robin") (collectively, Fred and Robin are the "Personal Guarantors") and UNITED BANK, a Massachusetts banking corporation with a principal place of business at 95 Elm Street, West Springfield, Massachusetts (the "Bank").

In consideration of the mutual covenants herein contained, it is agreed as follows:

1. DEFINITIONS AND ACCOUNTING TERMS.

1.1. Defined Terms. As used in this Agreement, the following terms have the following meanings (terms defined in the singular to have the same meaning when used in the plural and vice versa):

"Agreement" means this Loan and Security Agreement, as amended, supplemented, or modified from time to time.

"Base Rate" shall mean the Base Rate as announced by the Bank and as such rate changes from time to time.

"Business Day" means any day other than a Saturday, Sunday, or other day on which commercial banks in Massachusetts are authorized or required to close under the laws of the Commonwealth of Massachusetts.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, the regulations promulgated thereunder and the published interpretations thereof.

"Collateral" has the meaning assigned to such term in Section 9 and as shown in the same form as Schedule A, Schedule B and Schedule C attached.

"Collateral Assignment" shall collectively mean the Collateral Assignment of Leases and Rents and the Collateral Assignment of and Security Agreement in Respect of Contracts, Licenses, Permits and Approvals (for the Property) of even date, executed by the LLC in conjunction with this Agreement.

“Debt” means (1) indebtedness or liability for borrowed money (including all amounts owed to the Bank); (2) obligations evidenced by bonds, debentures, notes, or other similar instruments; (3) obligations for the deferred purchase price of property or services (including trade obligations); (4) obligations as lessee under Capital Leases; (5) current liabilities in respect of unfunded vested benefits under Plans covered by ERISA; (6) obligations under letters of credit; (7) obligations under acceptance facilities; (8) all guaranties, endorsements (other than for collection or deposit in the ordinary course of business), and other contingent obligations to purchase, to provide funds for payment, to supply funds to invest in any Person or entity, or otherwise to assure a creditor against loss; and (9) obligations secured by any Liens, whether or not the obligations have been assumed.

“Default” means any of the events specified in Section 15, whether or not any requirement for the giving of notice, the lapse of time, or both, or any other condition, has been satisfied.

“Event of Default” means any of the events specified in Section 15, provided that any requirement for the giving of notice, the lapse of time or both, or any other condition has been satisfied.

“GAAP” means generally accepted accounting principles consistently applied, in accordance with financial reporting standards from time to time defined by the United States Financial Accounting Standards Board and in effect among nationally recognized certified public accounting firms in the United States.

“Guaranties” shall mean the Guaranties to be delivered by the applicable Obligor, as the case may be, under the terms of this Agreement or “Guaranty” when used singularly.

“Insolvent” An Obligor shall be considered to be “Insolvent” when any of the following events shall have occurred whereby an Obligor (a) shall generally not pay within forty five (45) days from when due (excepting, however, bona fide contests in courts of competent jurisdiction), or shall be unable to pay, or shall admit in writing its inability to pay its debts as such debts become due; or (b) shall make an assignment for the benefit of creditors, or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for it or a substantial part of its assets; or (c) shall commence any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction, whether now or hereafter in effect; or (d) shall have had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made, and which remains undismissed for a period of ninety (90) days or more; or (e) shall take any corporate action indicating its consents to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or any substantial part

19.3 Notices, Etc. All notices and other communications provided for under this Agreement and under the other Loan Documents to which the Obligors are a party shall be in writing (including telegraphic, telex, and facsimile transmissions) and mailed or transmitted or delivered:

if to WGI and/or WGC, at the following address:

Frederick F. Filios, President
34 Hudson Drive
Southwick, MA 01077

if to the LLC, at the following address:

Frederick F. Filios, Manager
34 Hudson Drive
Southwick, MA 01077

with a copy to:

John F. Soja, Esquire
Soja & Abbott
2022 Boston Road
Wilbraham, MA 01095

if to the Personal Guarantors:

Frederick F. Filios
23 Meadow Lane
Southwick, MA 01077

Robin A. Filios
23 Meadow Lane
Southwick, MA 01077

and if to the Bank, at its address at:

United Bank
95 Elm Street
West Springfield, MA 01089
Attn: Joseph Young, Senior Vice President

with a copy to:

Paul M. Maleck, Esq.
Doherty, Wallace, Pillsbury and Murphy, P.C.
One Monarch Place, Suite 1900
Springfield, MA 01144-1900

or, as to each party, at such other address as shall be designated by such party in a written notice to the other party complying as to delivery with the terms of this Section. Except as is otherwise provided in this Agreement, all such notices and communications shall be effective when deposited in the mails or delivered to the telegraph company, or sent, answerback received, respectively, addressed as aforesaid.

19.4 No Waiver. No failure or delay on the part of the Bank in exercising any right, power, or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. The rights and remedies provided herein are cumulative and are not exclusive of any other rights, powers, privileges, or remedies, now or hereafter existing, at law or in equity or otherwise.

19.5 Survival. All representations, warranties, covenants, and agreements contained herein shall survive the execution and delivery of this Agreement, the Notes and any other agreements or documents required for this transaction and shall continue in force until the Loans are no longer outstanding.

19.6 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Obligors and the Bank and their respective successors and assigns, except that the Obligors may not assign or transfer any of its rights under any Loan Document to which the Obligors are a party without the prior written consent of the Bank.

19.7 Costs, Expenses, and Taxes. The Obligors agree to pay on demand all costs and expenses, incurred by the Bank in connection with the preparation, execution, delivery and filing of the Loan Documents, and of any amendment, modification, or supplement to the Loan Documents. The Obligors agree to pay all such costs and expenses, including court costs, incurred in connection with enforcement of the Loan Documents, or any amendment, modification, or supplement thereto, whether by negotiation, legal proceedings, or otherwise. In addition, the Obligors shall pay any and all stamp and other taxes and fees payable or determined to be payable in connection with the execution, delivery, filing, and recording of any of the Loan Documents and the other documents to be delivered under any such Loan Documents, and agree to hold the Bank harmless from and against any and all liabilities with respect to or resulting from any delay in paying or omission to pay such taxes and fees. This provision shall survive termination of this Agreement.

19.8 Integration. This Agreement and the Loan Documents contain the entire agreement between the parties relating to the subject matter hereof and supersede all oral statements and prior writings with respect thereto.

19.9 Indemnity. The Obligors hereby agree to defend, indemnify, and hold the Bank harmless from and against any and all claims, damages, judgments, penalties, costs, and expenses (including reasonable attorney fees and court costs now or thereafter arising from the aforesaid enforcement of this clause) arising directly or indirectly from the activities of the Obligors, its predecessors in interest, or third parties with whom it has a contractual relationship, or arising directly or indirectly from the violation of any environmental protection, health, or safety law, whether such claims are asserted by any governmental agency or any other person except for those arising from gross negligence or intentional misconduct caused by Bank. This indemnity shall survive termination of this Agreement.

19.10 Governing Law. This Agreement and the Notes shall be governed by, and construed in accordance with, (except for conflict of law principles) the laws of The Commonwealth of Massachusetts.

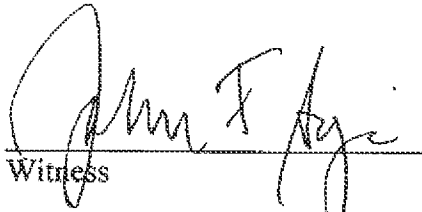
19.11 Severability of Provision. Any provision of any Loan Document which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of such Loan Document or affecting the validity or enforceability of such provision in any other jurisdiction.

19.12 Captions, Counterparts and Modifications. The captions of this Agreement are for convenience only and shall not affect the construction hereof. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but may not be terminated or modified orally.

19.13 Jury Trial Waiver. THE BANK AND THE OBLIGORS HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM, OR COUNTERCLAIM, WHETHER IN CONTRACT OR TORT, AT LAW OR IN EQUITY, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE LOAN DOCUMENTS. NO OFFICER OF THE BANK HAS AUTHORITY TO WAIVE, CONDITION, OR MODIFY THIS PROVISION.

END OF AGREEMENT EXCEPT FOR SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to this Agreement the day and year first above written.



Witness

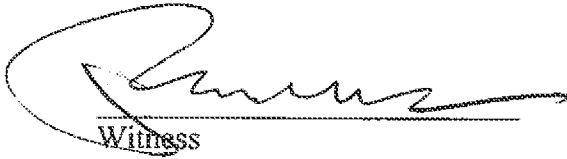
to F.F.F &
R.A.F.

Witness

Witness

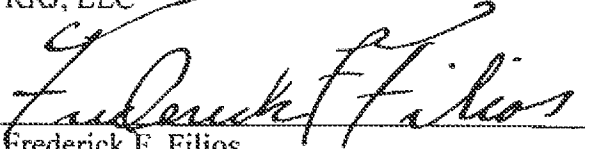
Witness

Witness



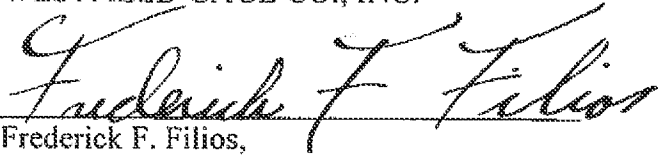
Witness

THE OBLIGORS:
RRJ, LLC

By: 

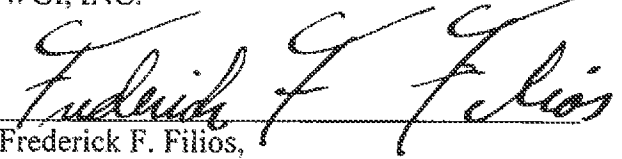
Frederick F. Filios,
Its duly authorized Manager

WESTFIELD GAGE CO., INC.

By: 

Frederick F. Filios,
Its President

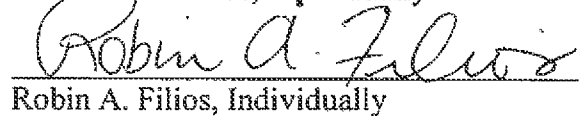
WGI, INC.

By: 

Frederick F. Filios,
Its President

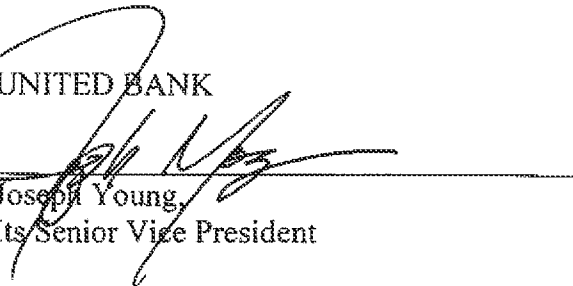


Frederick F. Filios, Individually



Robin A. Filios, Individually

UNITED BANK

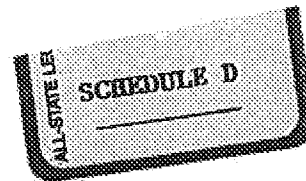
By: 

Joseph Young,
Its Senior Vice President

SCHEDULE D
WGC' S COLLATERAL

UNITED STATES TRADEMARK REGISTRATIONS

Trademark	Registration No.	Registration Date
WGI (Stylized)	3,476,067	July 29, 2008
WGI	3,476,050	July 29, 2008
Westfield Gage Company Overhaul and Repair	3,475,836	July 29, 2008
Louis Filios	3,611,663	April 28, 2009



Int. Cl.: 40

Prior U.S. Cls.: 100, 103 and 106

Reg. No. 3,476,067

United States Patent and Trademark Office

Registered July 29, 2008

SERVICE MARK
PRINCIPAL REGISTER



WGI INC. (DELAWARE CORPORATION), DBA
WESTFIELD GAGE COMPANY OVERHAUL &
REPAIR
34 HUDSON DRIVE
SOUTHWICK, MA 010771130

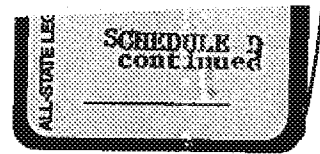
FIRST USE 1-1-1990; IN COMMERCE 1-1-1990.

THE MARK CONSISTS OF STYLIZED TEXT OF
"WGI".

FOR: MANUFACTURING SERVICES FOR OTH-
ERS IN THE FIELD OF PRECISION AEROSPACE
PARTS, IN CLASS 40 (U.S. CLS. 100, 103 AND 106).

SER. NO. 77-355,175, FILED 12-18-2007.

DEZMONA MIZELLE, EXAMINING ATTORNEY



Int. Cl.: 40

Prior U.S. Cls.: 100, 103 and 106

Reg. No. 3,476,050

United States Patent and Trademark Office

Registered July 29, 2008

SERVICE MARK
PRINCIPAL REGISTER

WGI

WGI (DELAWARE CORPORATION), DBA WEST-FIELD GAGE COMPANY OVERHAUL & REPAIR
34 HUDSON DRIVE
SOUTHWICK, MA 010771130

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

FOR: MANUFACTURING SERVICES FOR OTHERS IN THE FIELD OF PRECISION AEROSPACE PARTS, IN CLASS 40 (U.S. CLS. 100, 103 AND 106).

SER. NO. 77-355,017, FILED 12-18-2007.

FIRST USE 1-1-2000; IN COMMERCE 1-1-2000.

DEZMONA MIZELLE, EXAMINING ATTORNEY

Int. Cl.: 37

Prior U.S. Cls.: 100, 103 and 106

United States Patent and Trademark Office

Reg. No. 3,475,836

Registered July 29, 2008

SERVICE MARK
PRINCIPAL REGISTER

Westfield Gage Company
Overhaul and Repair

WGI (DELAWARE CORPORATION), DBA WEST-
FIELD GAGE COMPANY OVERHAUL AND
REPAIR

34 HUDSON DRIVE

SOUTHWICK, MA 010771130

FOR: AIRCRAFT REPAIR AND MAINTENANCE,
IN CLASS 37 (U.S. CLS. 100, 103 AND 106).

FIRST USE 1-1-1990; IN COMMERCE 1-1-1990.

THE MARK CONSISTS OF STANDARD CHAR-
ACTERS WITHOUT CLAIM TO ANY PARTICULAR
FONT, STYLE, SIZE, OR COLOR.

NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "GAGE COMPANY OVERHAUL
AND REPAIR", APART FROM THE MARK AS
SHOWN.

SER. NO. 77-351,569, FILED 12-13-2007.

REGINA DRUMMOND, EXAMINING ATTORNEY

Int. Cl.: 40

Prior U.S. Cls.: 100, 103 and 106

United States Patent and Trademark Office

Reg. No. 3,611,663

Registered Apr. 28, 2009

SERVICE MARK
PRINCIPAL REGISTER

LOUIS FILIOS

WGI INC. (DELAWARE CORPORATION)
34 HUDSON DRIVE
SOUTWICK, MA 01077

FOR: MANUFACTURING SERVICES FOR OTHERS IN THE FIELD OF PRECISION AEROSPACE PARTS, IN CLASS 40 (U.S. CLS. 100, 103 AND 106).

FIRST USE 9-4-2008; IN COMMERCE 9-4-2008.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

"LOUIS FILIOS" DOES NOT IDENTIFY A LIVING INDIVIDUAL.

SER. NO. 77-557,754, FILED 8-28-2008.

EDWARD FENNESSY, EXAMINING ATTORNEY