

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gentz Aero, LLC		05/31/2013	LIMITED LIABILITY COMPANY: MICHIGAN
RECEIVING PARTY DATA			
Name:	Societe Generale, as Collateral Agent		
Street Address:	1221 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10020		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4315884	GENTZ AERO	
Registration Number:	4307856	GENTZ AERO AN MB AEROSPACE COMPANY	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-318-6493		
Email:	david.adams@thomsonreuters.com		
Correspondent Name:	Robin Riley		
Address Line 1:	75 East 55th Street		
Address Line 2:	Paul Hastings LLP		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Robin Riley		
Signature:	/David Adams TR/		

Date:

06/03/2013

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 31, 2013, among Gentz Aero, LLC (the "**Grantor**"), and Société Générale, as collateral agent for the Secured Parties (in such capacity, the "**Collateral Agent**").

RECITALS

- (A) MB Aerospace ACP Holdings III Corp., a Delaware corporation ("**Borrower**"), MB Aerospace ACP Holdings II Corp., a Delaware corporation ("**Holdings**"), the financial institutions party thereto as lenders (each individually referred to as a "**Lender**" and collectively as "**Lenders**"), Société Générale, as administrative agent for the Lenders (in such capacity, the "**Administrative Agent**"), the Collateral Agent and the other parties thereto are parties to a Credit Agreement dated as of May 31, 2013 (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the "**Credit Agreement**").
- (B) Grantor is party to a Pledge and Security Agreement, dated as of May 31, 2013 in favor of the Collateral Agent (as it may from time to time be amended, restated, supplemented or otherwise modified in accordance with its terms, the "**Pledge and Security Agreement**"), pursuant to which the Grantor is required to execute and deliver this Agreement.
- (C) In consideration of the conditions and agreements set forth in the Credit Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1 Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2 Grant of Security Interest in Intellectual Property Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Obligations (as defined in the Credit Agreement), the Grantor hereby pledges and grants to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral (as defined below), whether now owned or hereafter acquired or existing and wherever located.

"**Intellectual Property Collateral**" means the Grantor's right, title and interest in, to and under all of the following property (other than any Excluded Property):

- (a) all Copyrights owned by the Grantor, including those referred to on Schedule I hereto;
- (b) all Patents owned by the Grantor, including those referred to on Schedule II hereto;
- (c) all Trademarks owned by the Grantor, including those referred to on Schedule III hereto;
- (d) all goodwill of the business connected with the use of, and symbolized by, each Trademark owned by the Grantor;
- (e) all reissues, continuations or extensions of the foregoing; and

(f) all Proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future (i) infringement or, if applicable, dilution of any (A) Copyright, (B) Trademark or (C) Patent or (ii) injury to the goodwill associated with any Trademark.

SECTION 3 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event will the Intellectual Property Collateral include and the Grantor will not be deemed to have granted a Security Interest in any of its right, title or interest in any Excluded Property.

SECTION 4 Pledge and Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest granted by them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement. To the extent applicable for purposes of this Agreement, the terms and provisions of the Pledge and Security Agreement are incorporated by reference herein. To the extent there is any conflict or inconsistency between the terms of this Agreement and the Pledge and Security Agreement, the Pledge and Security Agreement shall control.

SECTION 5 Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered by its officer or representative thereunto duly authorized as of the date first written above.

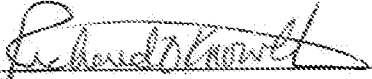
GENTZ AERO LLC,
as Grantor

By: 

Name: Gregor Goodwin
Title: Chief Financial Officer

ACCEPTED AND AGREED:

SOCIÉTÉ GÉNÉRALE,
as Collateral Agent

By: 

Name:

Title:

 Managing Director

**SCHEDULE I TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT
U.S. COPYRIGHT REGISTRATIONS**

U.S. Copyrights

None.

**SCHEDULE II TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT
U.S. PATENT REGISTRATIONS**

U.S. Patents

None.

**SCHEDULE III TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT
U.S. TRADEMARK REGISTRATIONS**

U.S. Trademarks

Grantor	Mark	Reg. No.	Date
Gentz Aero, LLC	GENTZ AERO	4315884	April 9, 2013
Gentz Aero, LLC	GENTZ AERO AN MB AEROSPACE COMPANY and Design	4307856	March 26, 2013