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
EBTEC CORPORATION		07/15/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	GENERAL ELECTRIC CAPITAL CORPORATION		
Street Address:	500 WEST MONROE STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark	
Registration Number:	1880882	EBTEC	
Registration Number:	3463489	FUSING IMAGINATION WITH REALITY	
Registration Number:	3517825	POWERFULL	

CORRESPONDENCE DATA

Fax Number: 4045725134

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US

Mail.

404 572 4600 Phone:

Email: trademarks@kslaw.com, spetty@kslaw.com, rtaheri@kslaw.com, vbantug@kslaw.com

Correspondent King & Spalding LLP Name:

Address Line

1180 Peachtree Street, NE

Address Line

Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 09631.009208

> TRADEMARK REEL: 005069 FRAME: 0714

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NAME OF SUBMITTER:	Vicky R. Bantug		
Signature:	/Vicky R. Bantug/		
Date:	07/15/2013		
Total Attachments: 5 source=Parkway 2013 EXECUTED Trademark Security Agreement#page1.tif source=Parkway 2013 EXECUTED Trademark Security Agreement#page2.tif source=Parkway 2013 EXECUTED Trademark Security Agreement#page3.tif source=Parkway 2013 EXECUTED Trademark Security Agreement#page4.tif source=Parkway 2013 EXECUTED Trademark Security Agreement#page5.tif			

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 15, 2013 (this "Agreement"), is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 15, 2013 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), by and among EDAC Technologies Corporation, a Wisconsin corporation ("EDAC"), EDAC Composites LLC, a Delaware limited liability company ("EDAC Composites" and together with EDAC, the "Borrowers"), the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein:

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of July 15, 2013, in favor of Agent (and such agreement may be amended, restated, supplemented and/or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

<u>Section 1.</u> <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

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- (a) all of its Trademarks and all exclusive IP Licenses providing for the grant by or to such Grantor of any exclusive right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
 - (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, no Lien on or security interest in shall be deemed granted in any "intent to use" Trademark applications for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office.

- Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- <u>Section 4.</u> <u>Grantor Remains Liable.</u> Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.
- <u>Section 5.</u> <u>Counterparts.</u> This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
- <u>Section 6.</u> <u>Governing Law.</u> This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

EBTEC CORMORATION,

y: ___/

Maine: Dominick A. Pagano
Title: Chairman of the Board and

President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,

as Agent

Ву:

Name: Sobia Khaliq

Title: Its Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

Registered Trademarks

Record Owner	Mark	Type of	Registration #	Registration Date
		Mark		
EBTEC	"Fusing	Service Mark	Reg. No.	July 8, 2008
Corporation	Imagination With		3,463,489	
	Reality"			
EBTEC	"Powerfull"	Service Mark	Reg. No.	October 14, 2008
Corporation			3,517,825	
EBTEC	"EBTEC"	Service Mark	Reg. No.	February 28, 1995
Corporation			1,880,882	

Trademark Applications

None

Exclusive Trademark Licenses

None

RECORDED: 07/15/2013