

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
Haas Group International Inc.		02/28/2014	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	BARCLAYS BANK PLC (AS COLLATERAL AGENT)		
Street Address:	745 SEVENTH AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	BANK: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2609886	HAZTRACK	
Registration Number:	2421655	HAASTRAC	
CORRESPONDENCE DATA			
Fax Number:	212-822-51		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	212-530-5175		
Email:	jmarkham@milbank.com		
Correspondent Name:	Jordan Markham		
Address Line 1:	1 Chase Manhattan Plaza		
Address Line 2:	Milbank Tweed		
Address Line 4:	New York, NEW YORK 10014		
ATTORNEY DOCKET NUMBER:	27742.09900		
NAME OF SUBMITTER:	Jordan P. Markham		
Signature:	/Jordan P. Markham/		

CH \$65.00 2609886

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Date:

02/28/2014

Total Attachments: 7

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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 February 28, 2014, is made by Haas Group International Inc., a Pennsylvania corporation (the “**Additional Grantor**”) 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, Wesco Aircraft Holdings, Inc. (“**Holdings**”), Wesco Aircraft Hardware Corp., (the “**Borrower**”), the Lenders, Barclays Bank PLC, as Administrative Agent and Collateral Agent (in such capacity, the “**Collateral Agent**”), have entered into that certain Credit Agreement, dated as of December 7, 2012 (as amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”);

WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its Affiliates (other than the Additional Grantor) have entered into the Guarantee and Collateral Agreement, dated as of December 7, 2012 (as amended, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”) in favor of the Collateral Agent for the benefit of the Administrative Agent, the Collateral Agent and the Lenders;

WHEREAS, the Credit Agreement requires the Additional Grantor to become a party to the Guarantee and Collateral Agreement; and

WHEREAS, as a condition precedent to the making of Loans by the Lenders under the Credit Agreement, the Additional Grantor has executed and delivered that certain Assumption Agreement dated February 28, 2014 made by the Additional Grantor to the Collateral Agent (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “**Assumption Agreement**”) in order to become a party to the Guarantee and Collateral Agreement; and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Additional Grantor has granted a security interest in, among other property, certain intellectual property of the Additional Grantor to the Collateral Agent for the ratable benefit of the Secured Parties, and has 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, the Additional Grantor agrees as follows:

SECTION 1. Grant of Security. The Additional Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Additional 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 Additional 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 the Additional Grantor under this IP Security Agreement secures the payment or performance, as the case may be, in full of all Obligations of such Additional 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. The Additional 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. The Additional 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.

[Remainder of Page Intentionally Left Blank]

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

Haas Group International Inc. (fka Haas TCM Inc.)

By: 

Name: Thaddeus J. Fortin

Title: Chief Executive Officer

BARCLAYS BANK PLC,
as Collateral Agent

By: 
Name: **Irina Dimova**
Title: **Vice President**

Signature Page to IP Security Agreement

TRADEMARK
REEL: 005227 FRAME: 0770

EXHIBIT A
Patents and Patent Applications

None

EXHIBIT B
Trademark Registrations and Applications

Trademark	Registered Owner	Registration Number	Registration Date
HAZTRACK	Haas Group International Inc.	2609886	August 20, 2002
HAASTRAC	Haas Group International Inc.	2421655	January 16, 2001
Max Com (stylized)	Haas Group International Inc. (fkn Haas TCM Inc.)	3003870	October 4, 2005
Terms	Haas Group International Inc. (fkn Haas TCM Inc.)	1929805	October 24, 1995

EXHIBIT C
Copyright Registrations and Applications

None