

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM308098

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LMI AEROSPACE, INC.		06/19/2014	CORPORATION: MISSOURI
D3 TECHNOLOGIES INC.		06/19/2014	CORPORATION: CALIFORNIA
TASS, INC.		06/19/2014	CORPORATION: WASHINGTON
VALENT AEROSTRUCTURES - ST. LOUIS, INC.		06/19/2014	CORPORATION: MISSOURI
INTEGRATED TECHNOLOGIES, INC.		06/19/2014	CORPORATION: WASHINGTON
TEMPCO ENGINEERING, INC.		06/19/2014	CORPORATION: MISSOURI
VERSAFORM CORP.		06/19/2014	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	U.S. BANK NATIONAL ASSOCIATION, AS COLLATERAL AGENT
Street Address:	One U.S. Bank Plaza
Internal Address:	Mail Code: SL-MO-T3CT
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63101
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3984172	D3 TECHNOLOGIES

CORRESPONDENCE DATA

Fax Number: 2123037064

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212.318.6824

Email: christinedionne@paulhastings.com

Correspondent Name: Christine Dionne c/o Paul Hastings LLP

Address Line 1: 75 East 55th Street

TRADEMARK

Address Line 4:	New York, NEW YORK 10022
ATTORNEY DOCKET NUMBER:	78436.00079 (USB SECOND)
NAME OF SUBMITTER:	Christine Dionne
SIGNATURE:	/Christine Dionne/
DATE SIGNED:	06/19/2014
Total Attachments: 9 source=LMI Short Form IP Agreement (USBANK)#page1.tif source=LMI Short Form IP Agreement (USBANK)#page2.tif source=LMI Short Form IP Agreement (USBANK)#page3.tif source=LMI Short Form IP Agreement (USBANK)#page4.tif source=LMI Short Form IP Agreement (USBANK)#page5.tif source=LMI Short Form IP Agreement (USBANK)#page6.tif source=LMI Short Form IP Agreement (USBANK)#page7.tif source=LMI Short Form IP Agreement (USBANK)#page8.tif source=LMI Short Form IP Agreement (USBANK)#page9.tif	

SHORT FORM
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time (this "Agreement"), dated as of June 19, 2014, is made by and among LMI AEROSPACE, INC., a Missouri corporation (the "Company") and the other parties hereto as Grantors (together with the Company, the "Grantors") in favor of U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent (in such capacity, the "Collateral Agent") for the Notes Secured Parties (as defined in the Indenture (as defined below)). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Indenture and the Intellectual Property Security Agreement referred to therein.

WHEREAS, the Company, the Collateral Agent, the guarantors party thereto and U.S. Bank National Association, as trustee have entered into the Indenture, dated as of June 19, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Indenture"), pursuant to which the Company issued the Notes.

WHEREAS, in connection with the Indenture, the Grantors have entered into the Intellectual Property Security Agreement dated as of June 19, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement") in order to induce the Holders to purchase the Notes.

WHEREAS, under the terms of the Intellectual Property Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Notes Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

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 Notes Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral"):

- (a) the Patents (as defined in the Intellectual Property Security Agreement) set forth on Schedule A hereto;
- (b) the Trademarks (as defined in the Intellectual Property Security Agreement) set forth on Schedule B hereto; and
- (c) the Copyrights (as defined in the Intellectual Property Security Agreement) set forth on Schedule C hereto.

SECTION 2. Security for Indenture Obligations. The grant of a security interest in the Collateral by each Grantor under this Agreement secures the payment of all Indenture Obligations of such Grantor now or hereafter existing under or in respect of the Indenture Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Indenture Obligations and that would be owed by such Grantor to any Notes

Secured Party under the Indenture Documents but for the fact that such Indenture Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Grantor.

SECTION 3. Recordation. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the United States Copyright Office. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this Agreement.

SECTION 4. Execution in Counterparts. This 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 Agreement has been entered into in conjunction with the provisions of the Intellectual Property Security 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 Intellectual Property Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Intellectual Property Security Agreement, the terms of the Intellectual Property Security Agreement shall govern.

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

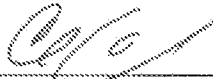
SECTION 7. Severability. In case any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Intellectual Property Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. Intercreditor Agreement. Notwithstanding any provision contained herein, (i) this Agreement, the Liens created hereby and the rights, remedies, duties and obligations provided for herein are subject to the Intercreditor Agreement and (ii) in the event of a conflict between this Agreement and the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall control.


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

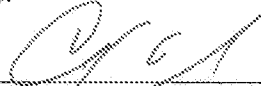
LMI AEROSPACE, INC.

By: 
Name: Clifford C. Stebe, Jr.
Title: Chief Financial Officer

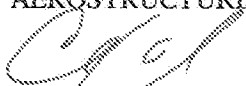
D3 TECHNOLOGIES, INC.

By: 
Name: Clifford C. Stebe, Jr.
Title: Secretary

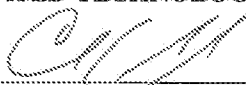
TASS, INC.

By: 
Name: Clifford C. Stebe, Jr.
Title: Secretary

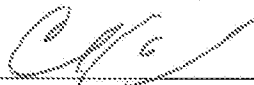
VALENT AEROSTRUCTURES – ST. LOUIS, INC.

By: 
Name: Clifford C. Stebe, Jr.
Title: Secretary


INTEGRATED TECHNOLOGIES, INC.

By: 
Name: Clifford C. Stebe, Jr.
Title: Secretary

TEMPCO ENGINEERING, INC.

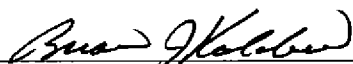
By: 
Name: Clifford C. Stebe, Jr.
Title: Secretary

VERSAFORM CORP.

By: 
Name: Clifford C. Stebe, Jr.
Title: Secretary

[Signature Page to Short Form Intellectual Property Security Agreement]

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: BRIAN J. KABBES
Title: Vice President

SCHEDULE A
TO THE SHORT FORM
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

Intellectual Property

Patents and Patent Applications

<u>Grantor</u>	<u>Registered Owner</u>	<u>Type</u>	<u>Registration / Application Number</u>	<u>Country Designation</u>
TASS, Inc.	TASS, Inc.	Patent Application	13/039,308	United States
Tempco Engineering, Inc.	Tempco Engineering, Inc.	Patent	4,444,438	United States
Versaform Corp.	Versaform Corp.	Patent	6,508,096	United States

SCHEDULE B
TO THE SHORT FORM
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

Trademark Registrations and Trademark Applications

<u>Grantor/Current Owner</u>	<u>Mark</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Effective Date</u>	<u>Country</u>
D3 Technologies Inc.	"D3 TECHNOLOGIES"	85/072,041	3984172	6/28/2011	United States

SCHEDULE C
TO THE SHORT FORM
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

Copyright Registrations and Copyright Applications

<u>Grantor</u>	<u>Registered Owner</u>	<u>Title</u>	<u>Registration/Serial Number</u>
Valent Aerostructures – St. Louis, LLC	Polster Tool Engineering, Inc. and Polster CAD/CAM Services	Advanced manufacturing unigraphics: version 13.0	TX004764999
Valent Aerostructures – St. Louis, LLC	Polster Tool Engineering, Inc. and Polster CAD/CAM Services	Advanced Solids	TX0004760507
Valent Aerostructures – St. Louis, LLC	Polster Tool Engineering, Inc. and Polster CAD/CAM Services	Assemblies/advanced assemblies	TX0004760504
Valent Aerostructures – St. Louis, LLC	Polster Tool Engineering, Inc. and Polster CAD/CAM Services	Assemblies Unigraphics: version 13.0	TX0004760509
Valent Aerostructures – St. Louis, LLC	Polster Tool Engineering, Inc. and Polster CAD/CAM Services	Drafting	TX0004760506
Valent Aerostructures – St. Louis, LLC	Polster Tool Engineering, Inc. and Polster CAD/CAM Services	GRIP Fundamentals Unigraphics: version 13.0	TX0004760510
Valent Aerostructures – St. Louis, LLC	Polster Tool Engineering, Inc. and Polster CAD/CAM Services	GRIP syntax guide: version 13.0	TX0004761288
Valent Aerostructures – St. Louis, LLC	Polster Tool Engineering, Inc. and Polster CAD/CAM Services	Manufacturing Fundamentals Unigraphics: version 13.0	TX0004760512
Valent Aerostructures	Polster Tool Engineering, Inc.	Manufacturing reference guide v13.0	TX0004763457

– St. Louis, LLC	and Polster CAD/CAM Services	unigraphics training	
Valent Aerostructures – St. Louis, LLC	Polster Tool Engineering, Inc. and Polster CAD/CAM Services	Modeling reference v13.0 unigraphics training	TX0004763455
Valent Aerostructures – St. Louis, LLC	Polster Tool Engineering, Inc. and Polster CAD/CAM Services	Parametric Techniques Unigraphics: version 13	TX0004760511
Valent Aerostructures – St. Louis, LLC	Polster Tool Engineering, Inc. and Polster CAD/CAM Services	Sketcher Unigraphics: version 13.0	TX0004760508
Valent Aerostructures – St. Louis, LLC	Polster Tool Engineering, Inc. and Polster CAD/CAM Services	Solids fundamentals	TX0004760505
Valent Aerostructures – St. Louis, LLC	Polster Tool Engineering, Inc. and Polster CAD/CAM Services	Spreadsheet v13.0 unigraphics training	TX0004763456
Valent Aerostructures – St. Louis, LLC	Polster Tool Engineering, Inc. and Polster CAD/CAM Services	Transition to V13: Unigraphics version 13.0	TX0004679519
Valent Aerostructures – St. Louis, LLC	Polster CAD/CAM Services	Grhelp computer program (grip compiler help)	TX0001929098
Integrated Technologies, Inc.	Integrated Technologies, Inc.	Combined StatFaCS and ProFaCS	TX0002974773
Integrated Technologies, Inc.	Integrated Technologies, Inc.	ProFaCS	TX0002979280
Integrated Technologies, Inc.	Integrated Technologies, Inc.	StatFaCS	TX0002974772
Integrated Technologies, Inc.	Integrated Technologies, Inc.	STATFACS	TX0002628750

Integrated Technologies, Inc.	Integrated Technologies, Inc.	Surfplus.prg	TX0003628466
Integrated Technologies, Inc.	Integrated Technologies, Inc.	Train the trainer	TX0003285869
Integrated Technologies, Inc.	Integrated Technologies, Inc.	What is competency based training?	TX0003171903