

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM308280

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Soundair Repair Group, LLC		06/19/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, as first lien collateral agent		
Street Address:	11 MADISON AVENUE		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	CORPORATION: SWITZERLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4387305	S SOUNDAIR AVIATION SERVICES	
Registration Number:	2624590	SOUNDAIR	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Email:	ntabah@milbank.com		
Correspondent Name:	Nangah Tabah		
Address Line 1:	One Chase Manhattan Plaza		
Address Line 2:	Milbank, Tweed, Hadley & McCloy LLP		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Nangah Tabah		
SIGNATURE:	/Nangah Tabah/		
DATE SIGNED:	06/20/2014		
Total Attachments: 5			
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TRADEMARK

FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of June 19, 2014 (this "Agreement"), among Soundair Repair Group, LLC, a Delaware limited liability company (the "Grantor") and Credit Suisse AG, as first lien collateral agent (in such capacity, the "First Lien Collateral Agent").

Reference is made to (a) the First Lien Credit Agreement dated as of June 19, 2014 (as amended, supplemented or otherwise modified from time to time, the "First Lien Credit Agreement"), among JAZZ PARENT, INC., a Delaware corporation ("Holdings"), JAZZ ACQUISITION, INC., a Delaware corporation (the "Borrower"), the lenders from time to time party thereto (the "Lenders") and the First Lien Administrative Agent, and (b) the First Lien Collateral Agreement dated of June 19, 2014 (as amended, supplemented or otherwise modified from time to time, the "First Lien Collateral Agreement"), among Holdings, the Borrower, the other grantors from time to time party thereto and the First Lien Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the First Lien Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the First Lien Collateral Agreement. The rules of construction specified in Section 1.01(b) of the First Lien Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the First Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under all of the following now owned or hereafter acquired by such Grantor(s): (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos and other source identifiers, in each case arising under the trademark laws of the United States now existing or hereafter adopted or acquired, all registrations thereof, and all registration and applications filed in connection therewith in the United States Patent and Trademark Office, including, in the case of any Grantor, the Trademarks listed next to its name on Schedule I attached hereto, (b) all goodwill associated with or symbolized by the foregoing (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 4. Termination. Subject to Section 5.13 of the First Lien Collateral Agreement, upon the full performance of the Secured Obligations (other than indemnity obligations under the First Lien Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall terminate and the First Lien Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in

recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. First Lien Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the First Lien Collateral Agent with respect to the Trademark Collateral are more fully set forth in the First Lien Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the First Lien Collateral Agreement, the terms of the First Lien Collateral Agreement shall govern.

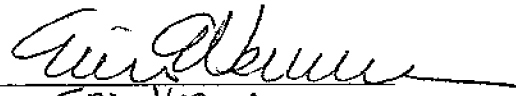
SECTION 6. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 7. Governing Law. This Agreement and the rights and obligations of the parties hereunder and any claim or controversy relating hereto shall be construed in accordance with and governed by the laws of the State of New York, without regard to its conflicts of laws principles.

[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.

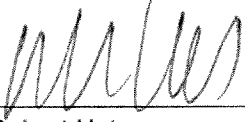
**SOUNDAIR REPAIR GROUP, LLC, as
Grantor**

By: 
Name: ERIC VERNON
Title: Secretary

[Signature Page to First Lien Trademark Security Agreement]

**TRADEMARK
REEL: 005306 FRAME: 0854**

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as First Lien Collateral Agent**

By: 
Name: Robert Hetu
Title: Authorized Signatory

By: 
Name: Michael Spaight
Title: Authorized Signatory

Schedule I

Registered Owner	Mark	Jurisdiction	Status
Soundair Repair Group, LLC	S SOUNDAIR AVIATION SERVICES	U.S.	Reg. Number: 4387305 Registered: August 20, 2013
Soundair Repair Group, LLC	SOUNDAIR	U.S.	Reg. Number: 2624590 Registered: September 24, 2002