

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM338810

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|---|---|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Assignment of Patent and Trademark Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Wells Fargo Bank, National Association | | 04/20/2015 | National Association: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | Wilmington Trust, National Association | | |
| Street Address: | 50 South Sixth St. | | |
| Internal Address: | Suite 1290 | | |
| City: | Minneapolis | | |
| State/Country: | MINNESOTA | | |
| Postal Code: | 55402 | | |
| Entity Type: | National Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 9 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3557904 | ECLIPSE | |
| Registration Number: | 3525722 | JETCOMPLETE | |
| Registration Number: | 3469367 | PHOSTREX | |
| Registration Number: | 3169023 | ECLIPSE AVIATION | |
| Registration Number: | 3373394 | ECLIPSE 500 | |
| Registration Number: | 3373395 | ECLIPSE 500 JET | |
| Registration Number: | 2992733 | | |
| Serial Number: | 77949284 | ECLIPSE AEROSPACE | |
| Serial Number: | 77949294 | EAI | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3128622200 | | |
| <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> | | | |
| Phone: | 3128622000 | | |
| Email: | rob.soneson@kirkland.com | | |
| Correspondent Name: | Rob Soneson | | |
| Address Line 1: | 300 N LaSalle | | |
| Address Line 2: | Kirkland & Ellis LLP | | |

CH \$240.00 3557904

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 19204-3-RFS

NAME OF SUBMITTER: Rob Soneson

SIGNATURE: /rsoneson/

DATE SIGNED: 04/20/2015

Total Attachments: 7

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ASSIGNMENT OF PATENT AND TRADEMARK SECURITY AGREEMENT

THIS ASSIGNMENT OF PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 20, 2015, among Eclipse Aerospace, Inc., a Delaware corporation (herein with its successors called the "Debtor"), Wells Fargo Bank, National Association, as Existing Lender (as defined below) under the Credit Agreement (as defined below) (the "Existing Lender"), and Wilmington Trust, National Association, as administrative agent (in such capacity, the "Agent") for the Lenders (as defined below).

WITNESSETH:

WHEREAS, the Debtor and the Existing Lender in its capacity as a lender entered into that certain Credit and Security Agreement dated as of July 20, 2012 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), providing for making of loans and the issuance of letters of credit on the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, the Debtor has executed and delivered a Patent and Trademark Security Agreement, dated as of July 20, 2012 and recorded in the records of the United States Patent and Trademark Office on July 20, 2012 at Reel/Frame 4829/0375 and 028641/0549 (the "IP Security Agreement"), which granted to the Existing Lender a continuing security interest in all of the Debtor's Patents and Trademarks (each as defined in the IP Security Agreement);

WHEREAS, pursuant to that certain Lender Resignation and Agent Appointment dated as of the date hereof, by and among the Existing Lender, Agent and Debtor, the Agent is becoming the agent under the Credit Agreement, and the Existing Lender is assigning to the Agent all of its right, title and interest to the collateral provided in connection with the Credit Agreement, including the Patents and Trademarks;

WHEREAS, the Existing Lender wishes to evidence its assignment of all of its right, title and interest under the IP Security Agreement to the Agent;

WHEREAS, the Agent wishes to evidence its assumption of all right, title and interest of the Agent under the IP Security Agreement; and

WHEREAS, the Debtor and the Existing Lender have duly authorized the execution, delivery, and performance of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor, the Existing Lender and the Agent agree as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the IP Security Agreement.

2. Assignment by Existing Lender. Effective as of the date hereof, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Existing Lender hereby sells, assigns, transfers and conveys to the Agent all of its right, title and

interest in, to and under the IP Security Agreement, including, without limitation, a continuing security interest in, to, and under the Patents and Trademarks.

3. Assumption by Agent. Effective as of the date hereof, the Agent hereby assumes and agrees to be bound by, and undertakes to perform and discharge, all of the obligations and liabilities of the Existing Lender as set forth in the IP Security Agreement.

4. Authorization. Effective as of the date hereof, and solely with respect to such instances where Existing Lender's authorization therefor is required, Existing Lender hereby authorizes Agent to file, register and/or record this Agreement with the United States Patent and Trademark Office and any other similar office for which filing, registration or recordation is reasonably necessary to effect and/or evidence the assignment of the described herein from Existing Lender to Agent. Existing Lender shall use commercially reasonable efforts to execute and deliver, from time to time, upon the reasonable written request of Agent, and at the sole expense of the Debtor, any and all such further instruments and documents and take such further reasonable action as Agent may reasonably deem necessary to obtain the full benefits of the assignment described herein.

5. Credit Agreement. This Agreement has been executed and delivered by the parties hereto for the purpose of registering the security interest of the Agent (as successor-in-interest to the Existing Lender and for the benefit of the Lenders (as defined in the Credit Agreement)) in the Patents and Trademarks with the United States Patent and Trademark Office. The security interest granted by the Debtor pursuant to the IP Security Agreement was granted as a supplement to, and not in limitation of, the security interest granted to the Agent (as successor-in-interest to the Existing Lender and for the benefit of the Lenders) for its benefit under the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement). The Credit Agreement and the other Loan Documents (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with their terms.

6. Acknowledgement. The Debtor hereby further acknowledges and affirms that the rights and remedies of the Agent (as successor-in-interest to the Agent and for the benefit of the Lenders) with respect to the security interest in the Patents and Trademarks granted by the Debtor pursuant to the IP Security Agreement are more fully set forth in the Credit Agreement and the other Loan Documents, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

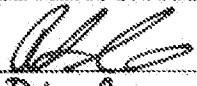
7. Collateral Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

8. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall constitute together but one and the same agreement.

[SIGNATURE PAGES FOLLOW]

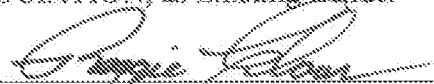
IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date first written above.

ECLIPSE AEROSPACE, INC., as Debtor

By: 
Name: Peter Cuneo
Title: Chief Financial Officer

[Signature Page to Assignment of Patent and Trademark Security Agreement]

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Existing Lender

By: 

Name: C. Reggie Claus

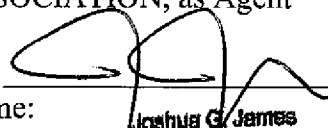
Title: Vice President

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Agent

By: _____

Name:

Title:


Joshua G. James
Vice President

REEL 04829 FRAME 0375

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

| Mark | Reg # | Reg Date | Status |
|-------------------------|----------|----------|------------|
| ECLIPSE | 3557904 | 1/6/09 | Registered |
| JETCOMPLETE | 3525722 | 10/28/08 | Registered |
| PHOSTREX | 3469367 | 7/15/08 | Registered |
| ECLIPSE AVIATION | 3169023 | 11/7/06 | Registered |
| ECLIPSE 500 | 3373394 | 1/22/08 | Registered |
| ECLIPSE 500 JET | 3373395 | 1/22/08 | Registered |
| Miscellaneous Design | 2992733 | 9/6/05 | Registered |
| Eclipse Aerospace, Inc. | 77949284 | unk. | Registered |
| EAI | 77949294 | unk. | Registered |

APPLICATIONS

| Mark | App # | App Date | Status |
|-------------------|-----------|----------|------------|
| ECLIPSE AEROSPACE | 77/949284 | 3/3/10 | Pending |
| ECLIPSE | - | 5/12/06 | Opposition |

COLLECTIVE MEMBERSHIP MARKS

None

UNREGISTERED MARKS

None