

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM346290

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Twin Commander Aircraft LLC		06/30/2015	LIMITED LIABILITY COMPANY: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TCW Asset Management Company, as Agent		
<b>Street Address:</b>	200 Clarendon Street, 51st Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02116		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2135589	PERMAFLEX	
<b>Registration Number:</b>	2102817	TWIN COMMANDER	
<b>Registration Number:</b>	2006849	RENAISSANCE COMMANDER	
<b>Registration Number:</b>	1903346	PERMAFLEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128637865		
<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>			
<b>Phone:</b>	312-201-3865		
<b>Email:</b>	sharon.patterson@goldbergkohn.com		
<b>Correspondent Name:</b>	Sharon Patterson, Paralegal		
<b>Address Line 1:</b>	Goldberg Kohn Ltd., 55 E. Monroe St.		
<b>Address Line 2:</b>	Ste. 3300		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	7129.012		
<b>NAME OF SUBMITTER:</b>	Sharon Patterson		
<b>SIGNATURE:</b>	/sharon patterson/		
<b>DATE SIGNED:</b>	06/30/2015		
<b>Total Attachments: 5</b>			

OP \$115.00 2135589

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The liens and security interests securing the obligations as evidenced hereby are subject to the provisions of the Intercreditor Agreement dated as of June 30, 2015 (as amended or modified from time to time), by and among PNC Bank, National Association, as ABL Agent and TCW Asset Management Company, as Term Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this agreement, the terms of the Intercreditor Agreement shall govern and control.

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 30, 2015, by TWIN COMMANDER AIRCRAFT LLC, a Washington limited liability company ("Grantor"), in favor of TCW ASSET MANAGEMENT COMPANY, in its capacity as Agent ("Agent") for Lenders (as hereinafter defined).

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith by and among H-D Advanced Manufacturing Company, a Delaware corporation ("H-D", and together with any other Person joined thereto from time to time as a "Borrower", collectively, the "Borrowers" and each a "Borrower"), Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans for the benefit of Borrowers;

WHEREAS, Agent and Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of the Secured Parties (as defined below), that certain Guarantee and Collateral Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit for the ratable benefit of Lenders and (to the extent provided in the Collateral Agreement) their Affiliates (collectively, the "Secured Parties"), this Trademark Security Agreement;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Secured Obligations, Grantor hereby grants to Agent, for its benefit and for the ratable benefit of the Secured Parties, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its registered Trademarks set forth on Schedule I hereto;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark set forth on Schedule I hereto; and
- (c) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any

Trademark set forth on Schedule I hereto or (ii) injury to the goodwill associated with any Trademark set forth on Schedule I hereto.

For the avoidance of doubt, the foregoing shall not include any Excluded Property.


3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and the Secured Parties, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms 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 Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any inconsistency, ambiguity or conflict between this Trademark Security Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall control.

4. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

[signature page follows]

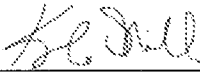
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

TWIN COMMANDER AIRCRAFT LLC, upon  
consummation of the Merger

By:   
Name: Dale B. Mikus  
Title: Chief Financial Officer, Secretary and Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

TCW ASSET MANAGEMENT COMPANY,  
as Agent

By:   
Name: Kyle O'Neill  
Title: Managing Director

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

Trademarks

<b>MARK</b>	<b>SERIAL NUMBER</b>	<b>STATUS</b>	<b>REGISTRATION NUMBER</b>	<b>REGIS. DATE</b>
PERMAFLEX	75225782	Registered	2135589	2/10/98
TWIN COMMANDER	75090393	Registered	2102817	10/7/97
RENAISSANCE COMMANDER	74584380	Registered	2006849	10/8/96
PERMAFLEX	74453515	Registered	1903346	7/4/95