

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM346465

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Twin Commander Aircraft LLC		06/30/2015	LIMITED LIABILITY COMPANY: WASHINGTON
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	national banking association: PENNSYLVANIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2135589	PERMAFLEX	
Registration Number:	2102817	TWIN COMMANDER	
Registration Number:	2006849	RENAISSANCE COMMANDER	
Registration Number:	1903346	PERMAFLEX	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	215-569-5619		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye		
Address Line 1:	Blank Rome LLP		
Address Line 2:	One Logan Square, 8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-6998		
ATTORNEY DOCKET NUMBER:	074658-01361		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
SIGNATURE:	/Timothy D. Pecsénye/		
DATE SIGNED:	07/01/2015		

CH \$115.00 2135589

Total Attachments: 5

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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 PNC Bank, National Association, 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 Revolving Credit and Security Agreement, dated as of the date hereof by and among H-D Advanced Manufacturing Company, a Delaware corporation ("H-D"), and each other Subsidiary of H-D party 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 Advances for the benefit of Borrowers;

WHEREAS, pursuant to the Credit 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 Credit 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 Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the 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. CREDIT 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 Lenders, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that

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TRADEMARK
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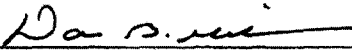
the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any inconsistency, ambiguity or conflict between this Trademark Security Agreement and the Credit Agreement, the terms of the Credit 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

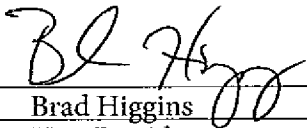
By: 
Name: Dale B. Mikus
Title: Chief Financial Officer, Secretary and Treasurer

Signature Page to Trademark Security Agreement

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ACCEPTED AND ACKNOWLEDGED BY:

PNC Bank, National Association,
as Agent

By: 
Name: Brad Higgins
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademarks

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE
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