

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Associated Air Center, L.P.

- Individual(s)
- General Partnership
- Corporation-State
- Other: limited partnership

Citizenship (see guidelines) Texas

Execution Date(s) July 7, 2015

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes

Name: Bank of America, N.A., as Collateral Agent No

Internal Address: _____

Street Address: 333 S. Hope Street, Ste. 1300

City: Los Angeles

State: California

Country: USA

Zip: 90071

Association Citizenship USA

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship _____

Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No

(Designations must be a separate document from assignment)

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) SEE SCHEDULE A ANNEXED HERETO

B. Trademark Registration No.(s) SEE SCHEDULE A ANNEXED HERETO

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown) SEE SCHEDULE A ANNEXED HERETO

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-uds@albanyny@wolterskluwer.com

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$165.00

Authorized to be charged by credit card

Authorized to be charged to deposit account

Enclosed

8. Payment Information:

a. Credit Card

Last 4 Numbers 0974

Expiration Date 6/17

b. Deposit Account Number _____

Authorized User Name: _____

9. Signature: _____

Signature

7/7/2015
Date

Michael G. Regina
Name of Person Signing

Total number of pages including cover sheet, attachments, and document. 8

Documents to be recorded (including cover sheet) should be faxed to (703) 308-6995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$165.00 86483476

ADDITIONAL NAMES OF CONVEYING PARTIES

StandardAero Business Aviation Services, LLC	limited liability company	Delaware
StandardAero Component Services, Inc. (formerly TSS Aviation, Inc)	corporation	Ohio

SCHEDULE A
TO
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Trademark Registrations: OWNER	REGISTRATION NUMBER	TRADEMARK
StandardAero Business Aviation Services, LLC	4,179,962	7/10 INSPECTION
Associated Air Center, L.P.	3,820,663	ASSOCIATED AIRCENTER
StandardAero Business Aviation Services, LLC	4,057,544	COMPLETECARE
StandardAero Business Aviation Services, LLC	3,822,727	FASTLANE
StandardAero Business Aviation Services, LLC	4,057,545	NOSE-TO-TAIL
StandardAero Component Services, Inc.	86/483,476	STANDARDAERO COMPONENTS

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 7, 2015, by ASSOCIATED AIR CENTER, L.P. a Texas limited partnership, located at 6710 N. Scottsdale Road Suite 250, Scottsdale, AZ 85253, STANDARD AERO BUSINESS AVIATION SERVICES, LLC, a Delaware limited liability company, located at 6710 N. Scottsdale Road Suite 250 Scottsdale, AZ 85253 and STANDARD AERO COMPONENT SERVICES, INC. (formerly TSS Aviation, Inc.), an Ohio corporation, located at 6710 N. Scottsdale Road Suite 250, Scottsdale, AZ 85253 (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of BANK OF AMERICA, N.A., a national banking association, located at 333 S. Hope Street, Ste. 1300, Los Angeles, CA 90071, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Pledgor and the Collateral Agent hereby agree as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the payment and performance in full of all the Secured Obligations, each Pledgor hereby pledges and grants to the Collateral Agent for the ratable benefit of the Secured Parties, a lien on and security interest in all of the right, title and interest of such Pledgor in, to and under the Trademarks included in the Pledged Collateral together with all associated Goodwill, including those trademarks of such Pledgor listed on Schedule I attached hereto, wherever located, and whether now existing or hereafter arising or acquired from time to time; provided, however, that the foregoing grant shall not apply to any Excluded Assets, including any Trademark application filed in the United States Patent and Trademark Office (the "PTO"), pursuant to Section 1(b) of the Lanham Act (15 U.S.C. § 1051, et seq.) unless and until evidence of use of the mark in interstate commerce is submitted to the PTO pursuant to Section 1(c) or 1(d) of the Lanham Act (15 U.S.C. § 1051, et seq.).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks included in the Pledged Collateral made and granted hereby are more fully set

forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing any and all collateral pledge, grant, lien and security interest in the Trademarks included in the Pledged Collateral under this Trademark Security Agreement.

SECTION 5. Execution in Counterparts. This Trademark Security Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement. Delivery of any executed counterpart of a signature page of this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.


SECTION 6. Governing Law, Consent to Jurisdiction and Service of Process; Waiver of Jury Trial. Sections 10.09 and 10.10 of the Credit Agreement are incorporated herein, mutatis mutandis, as if a part hereof.

[signature page follows]


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

Very truly yours,


STANDARD AERO COMPONENT SERVICES,
INC., as Pledgor

By: 
Name: Michael Scott
Title: Chief Financial Officer and Treasurer

STANDARD AERO BUSINESS AVIATION
SERVICES, LLC,
as Pledgor

By: 
Name: Michael Scott
Title: Chief Financial Officer and Treasurer

ASSOCIATED AIR CENTER L.P.,
as Pledgor


By: 
Name: Michael Scott
Title: Chief Financial Officer and Treasurer

[Signature Page - Trademark US Security Agreement (ABL)]

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Collateral Agent

By:
Name:
Title:


Devin Johnson
Vice President

[Signature Page - Trademark US Security Agreement (ABL)]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

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1202956.02H-NYC/SR03A - MSW