

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM347075

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Associated Air Center, L.P.		07/07/2015	Limited Partnership: Texas:
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC, as Collateral Agent		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3820663	ASSOCIATED AIRCENTER	
CORRESPONDENCE DATA			
Fax Number:	2134522329		
<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:	2136207700		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Justine Lu/White & Case		
Address Line 1:	633 W 5th St,1900		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	1155735-0124-S216		
NAME OF SUBMITTER:	Justine Lu		
SIGNATURE:	/Justine Lu/		
DATE SIGNED:	07/07/2015		
Total Attachments: 5			
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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, STANDARDAERO BUSINESS AVIATION SERVICES, LLC, a Delaware limited liability company, located at 6710 N. Scottsdale Road Suite 250 Scottsdale, AZ 85253 and STANDARDAERO 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 JEFFERIES FINANCE LLC, located at 520 Madison Avenue, New York, New York 10022, 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, dated as of July 7, 2015 (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 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

STANDARD AERO COMPONENT SERVICES,
INC.
as Pledgor

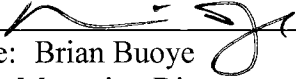
By: 
Name: Michael Scott
Title: Chief Financial Officer and Treasurer

[Signature Page to Project Spruce -- Trademark Security Agreement]

TRADEMARK
REEL: 005570 FRAME: 0105

Accepted and Agreed:

JEFFERIES FINANCE LLC,
as Collateral Agent

By:  _____
Name: Brian Buoye
Title: Managing Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

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

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
StandardAero Component Services, Inc.	86/483,476	STANDARDAERO COMPONENTS