

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM347393

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Trademark Security Interest R4909 F0896

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC, as Collateral Agent		07/07/2015	Public Limited Company: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Associated Air Center, L.P., as Pledgor
Street Address:	1524 W. 14th Street, Suite 110
City:	Tempe
State/Country:	ARIZONA
Postal Code:	85281
Entity Type:	LIMITED PARTNERSHIP: TEXAS
Name:	StandardAero Business Aviation Services, LLC
Street Address:	1524 W. 14th Street, Suite 110
City:	Tempe
State/Country:	ARIZONA
Postal Code:	85281
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE
Name:	Standard Aero Redesign Services Inc.
Street Address:	1524 W. 14th Street, Suite 110
City:	Tempe
State/Country:	ARIZONA
Postal Code:	85281
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4179962	7/10 INSPECTION
Registration Number:	4057544	COMPLETECARE
Registration Number:	3822727	FASTLANE
Registration Number:	4057545	NOSE-TO-TAIL
Registration Number:	3820663	ASSOCIATED AIRCENTER
Serial Number:	85171501	INFORMED MAINTENANCE
Serial Number:	85171507	OPTIMIZED MAINTENANCE

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85171612	PROCESS MAINTENANCE
Serial Number:	85171620	TRANSFORMATIONAL MAINTENANCE

CORRESPONDENCE DATA

Fax Number: 3026365454

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.

Phone: 800-927-9801 x 62348

Email: jean.paterson@cscglobal.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	700547-25
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	07/09/2015

Total Attachments: 4

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- source=7-9-15 Barclays Bank-Associated Air 5-TM#page4.tif

RELEASE OF TRADEMARK SECURITY INTEREST

RELEASE OF TRADEMARK SECURITY INTEREST, dated July 7, 2015 (“Release”) by BARCLAYS BANK PLC, a bank, located at 1301 Avenue of the Americas, New York, New York, 10019, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”), in favor of ASSOCIATED AIR CENTER, L.P., a Texas limited partnership, located at 1524 W. 14th Street, Suite 110, Tempe, Arizona, 85281, STANDARD AERO BUSINESS AVIATION SERVICES, LLC, a Delaware limited liability company, located at 1524 W. 14th Street, Suite 110, Tempe, Arizona, 85281 and STANDARD AERO REDESIGN SERVICES INC., a Delaware corporation, located at 1524 W. 14th Street, Suite 110, Tempe, Arizona, 85281 (each, individually, a “Pledgor” and, collectively, the “Pledgors”). Unless otherwise defined herein, terms defined in the Security Agreements (as defined below) and used herein have the meaning given to them in the Security Agreements.

W I T N E S S E T H:

WHEREAS, the Pledgors and Collateral Agent are party to a U.S. Security Agreement and a Trademark Security Agreement, both dated November 2, 2012 (together, and as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreements”);

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office (the “PTO”) on November 29, 2012 at Reel/Frame 4909/0896; and

WHEREAS, pursuant to the Security Agreements, each Pledgor pledged and granted to the Collateral Agent for the benefit of the Secured Parties, a lien on and security interest in and to all of the right, title and interest of such Pledgor in, to and under the following Pledged Collateral of such Pledgor (collectively, the “Trademark Collateral”): (a) Trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locations (URL’s), domain names, corporate names and trade names, whether registered or unregistered, owned by or assigned to such Pledgor and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), including those Trademarks of such Pledgor listed on Schedule I attached hereto together with any and all (i) rights and privileges arising under applicable law with respect to such Pledgor’s use of any Trademarks, (ii) renewals thereof and amendments thereto, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements thereof (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present or future infringements thereof; (b) all Goodwill associated with such Trademarks, and (c) to the extent not included in the foregoing, all Proceeds of any and all of the foregoing; provided, however, that the foregoing grant did not apply to any Excluded Property, 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.)

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. Release of Security Interest in Trademark Collateral. Collateral Agent hereby terminates and releases any and all of its lien on and security interest in all of its right, title and interest in, to and under the Trademark Collateral including, but not limited to, the trademark and trademark applications on Schedule 1 attached hereto.

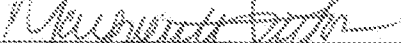
SECTION 2. Recordation. Collateral Agent hereby authorizes and requests that the Commissioner of Patents and Trademarks of the PTO record this Release.

SECTION 3. Counterparts. This Release may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Release by signing and delivering one or more counterparts.

[Signature page follows]

IN WITNESS WHEREOF, Collateral Agent has caused this RELEASE OF TRADEMARK SECURITY INTEREST to be executed and delivered by its duly authorized officer as of the date first set forth above.

BARCLAYS BANK PLC, as Collateral Agent

By: 

Name: Marguerite Sutton

Title: Vice President

{Signature Page to First Lien Release of Trademark Security Interest (Standard Aero)}

TRADEMARK
REEL: 005572 FRAME: 0728

SCHEDULE I
to
RELEASE OF TRADEMARK SECURITY INTEREST
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademarks:

	Jurisdiction	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	US	StandardAero Business Aviation Services, LLC	7/10 INSPECTION	85091716	07/23/2010	4179962	07/24/2012
2.	US	StandardAero Business Aviation Services, LLC	COMPLETECARE	85179999	11/18/2010	4057544	11/15/2011
3.	US	StandardAero Business Aviation Services, LLC	FASTLANE	77650072	01/15/2009	3822727	07/20/2010
4.	US	StandardAero Business Aviation Services, LLC	NOSE-TO-TAIL	85180008	11/18/2010	4057545	11/15/2011
5.	US	Associated Air Center, L.P.	ASSOCIATED AIRCENTER	77800586	08/10/2009	3820663	07/20/2010
6.	US	Standard Aero Redesign Services Inc.	INFORMED MAINTENANCE	85171501	11/08/2010		
7.	US	Standard Aero Redesign Services Inc.	OPTIMIZED MAINTENANCE	85171507	11/08/2010		
8.	US	Standard Aero Redesign Services Inc.	PROCESS MAINTENANCE	85171612	11/08/2010		
9.	US	Standard Aero Redesign Services Inc.	TRANSFORMATION AL MAINTENANCE	85171620	11/08/2010		