

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM348118

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Patent and Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association		07/08/2015	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Crystal Financial SBIC LP		
Street Address:	Two International Place, 17th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3557904	ECLIPSE	
Registration Number:	3525722	JETCOMPLETE	
Registration Number:	3469367	PHOSTREX	
Registration Number:	3169023	ECLIPSE AVIATION	
Registration Number:	3373394	ECLIPSE 500	
Registration Number:	3373395	ECLIPSE 500 JET	
Registration Number:	2992733		
Registration Number:	4301693	ECLIPSE AEROSPACE	
Serial Number:	77949294	EAI	
Registration Number:	4580179	TOTAL ECLIPSE	
Registration Number:	4579853	ECLIPSE 550	
Serial Number:	86184280	ECLIPSE 500 PLUS	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128622000		
Email:	rob.soneson@kirkland.com		
Correspondent Name:	Rob Soneson		

CH \$315.00 3557904

Address Line 1: 300 N LaSalle
Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 19204-3-RFS

NAME OF SUBMITTER: Rob Soneson

SIGNATURE: /rsoneson/

DATE SIGNED: 07/15/2015

Total Attachments: 15

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ASSIGNMENT OF PATENT AND TRADEMARK SECURITY AGREEMENT

THIS ASSIGNMENT OF PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 8, 2015, among Eclipse Aerospace, Inc., a Delaware corporation (herein with its successors called the "Debtor"), Wilmington Trust, National Association, as Existing Agent (as defined below) under the Credit Agreement (as defined below) (the "Existing Agent"), and Crystal Financial SBIC LP, as administrative agent and collateral agent (in such capacity, the "Agent") for the Lenders (as defined below).

WITNESSETH:

WHEREAS, the Debtor and the Existing Agent are parties to that certain Credit and Security Agreement dated as of July 20, 2012 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), providing for making of loans and the issuance of letters of credit on the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, the Debtor has executed and delivered (i) a Patent and Trademark Security Agreement, dated as of July 20, 2012 and recorded in the records of the United States Patent and Trademark Office on July 20, 2012 at Reel/Frame 4829/0375 and 028641/0549 (the "July IP Security Agreement"), (ii) an Assignment of Patent and Trademark Security Agreement, dated as of April 20, 2015 and recorded in the records of the United States Patent and Trademark Office on April 20, 2015, at Reel/Frame 5501/0218 and 035470/0074 (the "April IP Assignment"), and (iii) a Patent and Trademark Security Agreement, dated as of April 20, 2015 and recorded in the records of the United States Patent and Trademark Office on April 20, 2015, at Reel/Frame 5500/0941 and 035450/0910 (the "April IP Security Agreement" and together with the July IP Security Agreement and the April IP Assignment, each and "IP Security Agreement" and collectively, the "IP Security Agreements"), which granted and assigned to the Existing Agent a continuing security interest in all of the Debtor's Patents and Trademarks (each as defined in the IP Security Agreements, as applicable);

WHEREAS, pursuant to that certain Lender Resignation and Agent Appointment dated as of the date hereof, by and among the Existing Agent, Agent and Debtor, the Agent is becoming the agent under the Credit Agreement, and the Existing Agent is assigning to the Agent all of its right, title and interest to the collateral provided in connection with the Credit Agreement, including the Patents and Trademarks;

WHEREAS, the Existing Agent wishes to evidence its assignment of all of its right, title and interest under the IP Security Agreements to the Agent;

WHEREAS, the Agent wishes to evidence its assumption of all right, title and interest of the Agent under the IP Security Agreements; and

WHEREAS, the Debtor and the Existing Agent have duly authorized the execution, delivery, and performance of this Agreement.

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

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the IP Security Agreements, as applicable.

2. Assignment by Existing Agent. Effective as of the date hereof, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Existing Agent hereby sells, assigns, transfers and conveys to the Agent all of its right, title and interest in, to and under the IP Security Agreements, including, without limitation, a continuing security interest in, to, and under the Patents and Trademarks.

3. Assumption by Agent. Effective as of the date hereof, the Agent hereby assumes and agrees to be bound by, and undertakes to perform and discharge, all of the obligations and liabilities of the Existing Agent as set forth in the IP Security Agreements.

4. Authorization. Effective as of the date hereof, and solely with respect to such instances where Existing Agent's authorization therefor is required, Existing Agent hereby authorizes Agent to file, register and/or record this Agreement with the United States Patent and Trademark Office and any other similar office for which filing, registration or recordation is reasonably necessary to effect and/or evidence the assignment of the described herein from Existing Agent to Agent. Existing Agent shall use commercially reasonable efforts to execute and deliver, from time to time, upon the reasonable written request of Agent, and at the sole expense of the Debtor, any and all such further instruments and documents and take such further reasonable action as Agent may reasonably deem necessary to obtain the full benefits of the assignment described herein.

5. Credit Agreement. This Agreement has been executed and delivered by the parties hereto for the purpose of registering the security interest of the Agent (as successor-in-interest to the Existing Agent and for the benefit of the Lenders (as defined in the Credit Agreement)) in the Patents and Trademarks with the United States Patent and Trademark Office. The security interest granted by the Debtor pursuant to the IP Security Agreements was granted as a supplement to, and not in limitation of, the security interest granted to the Agent (as successor-in-interest to the Existing Agent and for the benefit of the Lenders) for its benefit under the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement). The Credit Agreement and the other Loan Documents (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with their terms.

6. Acknowledgement. The Debtor hereby further acknowledges and affirms that the rights and remedies of the Agent (as successor-in-interest to the Agent and for the benefit of the Lenders) with respect to the security interest in the Patents and Trademarks granted by the Debtor pursuant to the IP Security Agreements are more fully set forth in the Credit Agreement and the other Loan Documents, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

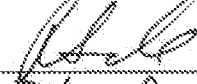
7. Collateral Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

8. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall constitute together but one and the same agreement.

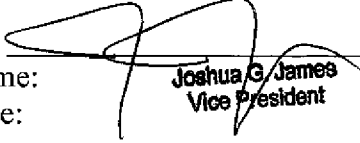
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date first written above.

ECLIPSE AEROSPACE, INC., as Debtor

By: 
Name: Peter Comea
Title: CFO

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Existing Agent

By: 
Name: Joshua G. James
Title: Vice President

CRYSTAL FINANCIAL SBIC LP

By: Crystal SBIC GP LLC, its General Partner,
as Agent

By: 

Name: Matthew J. Governali

Title: Managing Director

[Signature Page to Assignment of Patent and Trademark Security Agreement]

TRADEMARK
REEL: 005579 FRAME: 0641

REEL 4829 FRAME 0375
REEL 028641 FRAME 0549

(ALSO REEL 5501 FRAME 0218
AND REEL 035470 FRAME 0074)

SCHEDULE OF INTELLECTUAL PROPERTY

EXHIBIT A

UNITED STATES ISSUED PATENTS

<u>Title</u>	<u>Patent #</u>	<u>Issued</u>	<u>Status</u>
Fire Suppression Systems	7757776	7/20/10	Granted
Fire Suppression Systems	7726409	6/1/10	Granted
Twin Engine Aircraft	5957405	9/28/99	Granted
Twin Engine Aircraft	6199795	3/12/01	Granted
Twin Engine Aircraft	6170780	1/9/01	Granted
Single Engine Aircraft	6089504	7/18/00	Granted
Welded Joints with Polymer Sealant	7225966	6/5/07	Granted
Labile Bromine Fire Suppressants	RE40651	3/10/09	Granted
Labile Bromine Fire Suppressants	RE41557	8/24/10	Granted
Labile Bromine Fire Suppressants	RE41538	8/24/10	Granted

UNITED STATES PATENT APPLICATIONS

<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
Fire Suppression Systems	11/929743	10/30/2007
Fire Suppression Systems	11/456348	7/10/2006

EXHIBIT D

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

Mark	Reg #	Reg Date	Status
ECLIPSE	3557904	1/6/09	Registered
JETCOMPLETE	3525722	10/28/08	Registered
PHOSTREX	3469367	7/15/08	Registered
ECLIPSE AVIATION	3169023	11/7/06	Registered
ECLIPSE 500	3373394	1/22/08	Registered
ECLIPSE 500 JET	3373395	1/22/08	Registered
Miscellaneous Design	2992733	9/6/05	Registered
Eclipse Aerospace, Inc.	77949284	unk.	Registered
EAI	77949294	unk.	Registered

APPLICATIONS

Mark	App #	App Date	Status
ECLIPSE AEROSPACE	77/949284	3/3/10	Pending
ECLIPSE	-	5/12/06	Opposition

COLLECTIVE MEMBERSHIP MARKS

None

UNREGISTERED MARKS

None

FOREIGN ISSUED PATENTS

Country	Title	Patent #	Issued	Status
Australia	Method of Welding, by Using for Example Friction Stir Welding, Surfaces with Polymers Sealant and Welded Structure	2003258108	5/31/09	Granted
Belgium	Labile Bromine Fire Suppressants	932432	5/31/00	Granted
China P.R.	A Method of Friction Stir Welding	ZL03819156.3	7/2/08	Granted
France	Method of Welding, by Using for Example Friction Stir Welding, Surfaces with Polymers Sealant and Welded Structure	1556186	10/18/06	Granted
France	Labile Bromine Fire Suppressants	822432	5/31/00	Granted
Germany	Method of Welding, by Using for Example Friction Stir Welding, Surfaces with Polymers Sealant and Welded Structure	60309184.8	10/18/06	Granted
Germany	Labile Bromine Fire Suppressants	69608797.3	5/31/00	Granted
Great Britain	Method of Welding, by Using for Example Friction Stir Welding, Surfaces with Polymers Sealant and Welded Structure	1556186	10/18/06	Granted
Great Britain	Labile Bromine Fire Suppressants	932432	5/31/00	Granted
Italy	Method of Welding, by Using for Example Friction Stir Welding, Surfaces with Polymers Sealant and Welded Structure	1556186	10/18/06	Granted
Japan	Labile Bromine Fire Suppressants	3686508	18/20/06	Granted
Netherlands	Labile Bromine Fire Suppressants	932432	5/31/00	Granted
Russian Federation	Fire Suppression Systems	2389521	5/20/10	Granted
Russian Federation	Method of Welding, by Using for Example Friction Stir Welding, Surfaces with Polymers Sealant and Welded Structure	2325881	6/16/08	Granted
Spain	Method of Welding, by Using for Example Friction Stir Welding, Surfaces with Polymers Sealant and Welded Structure	1556188	10/18/06	Granted
Switzerland	Labile Bromine Fire Suppressants	932432	5/31/00	Granted

FOREIGN PATENT APPLICATIONS

Country	Title	Patent #	Issued	Status
Australia	Fire Suppression Systems			Pending
EPC	Method of Welding, by Using for Example Friction Stir Welding, Surfaces with Polymers Sealant and Welded Structure	1556168	10/18/06	Closed
EPC	Labile Bromine Fire Suppressants	922432	5/31/00	Closed
Patent Cooperation Treaty	Fire Suppression Systems			Closed
Patent Cooperation Treaty	Method of Welding, by Using for Example Friction Stir Welding, Surfaces with Polymers Sealant and Welded Structure			Closed
Patent Cooperation Treaty	Labile Bromine Fire Suppressants			Closed
Australia	Labile Bromine Fire Suppressants			Abandoned
Canada	Fire Suppression Systems			Pending
Canada	Method of Welding, by Using for Example Friction Stir Welding, Surfaces with Polymers Sealant and Welded Structure			Pending
China P.R.	Fire Suppression Systems			Pending
EPC	Fire Suppression Systems			Pending
Hong Kong	Fire Suppression Systems			Pending
Israel	Fire Suppression Systems			Pending
Israel	Method of Welding, by Using for Example Friction Stir Welding, Surfaces with Polymers Sealant and Welded Structure			Pending
South Korea	Method of Welding, by Using for Example Friction Stir Welding, Surfaces with Polymers Sealant and Welded Structure			Pending

FOREIGN TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
ECLIPSE	Canada	TMA709226	3/10/2008
ECLIPSE 500	Canada	TMA709224	3/10/2008
Miscellaneous Design	Canada	TMA709233	3/11/2008
ECLIPSE (Chinese Characters)	China	3346378	11/7/2003
ECLIPSE AVIATION	Australia	998230	8/14/2006
ECLIPSE AVIATION	Australia	998221	8/14/2006
ECLIPSE AVIATION	Benelux	784906	12/21/05
ECLIPSE AEROSPACE	International	1034438	3/29/2010
ECLIPSE AVIATION	Turkey	2006/15862	4/12/06
ECLIPSE	China P.R.	3289043	8/28/03
ECLIPSE	New Zealand	738429	5/11/06
ECLIPSE 500	New Zealand	738430	5/11/06
Miscellaneous Design	New Zealand	738431	12/14/06
ECLIPSE	Community Trademark	1757145	9/21/01
ECLIPSE 500	Community Trademark	1757087	9/21/01
Miscellaneous Design	Community Trademark	2087492	9/21/01

FOREIGN TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Country</u>	<u>Application Number</u>	<u>Application Date</u>
ECLIPSE	India	1701261	6/19/2008
ECLIPSE AEROSPACE	Brazil	830599029	5/11/2010
ECLIPSE AEROSPACE	Brazil	830599037	5/11/2010
ECLIPSE	Uruguay	370.856	5/12/06

REEL 5500 FRAME 0941
REEL 035450 FRAME 0910

SCHEDULE OF INTELLECTUAL PROPERTY

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UNITED STATES ISSUED PATENTS

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Fire Suppression Systems	7757776	7/20/10
Fire Suppression Systems	7726409	6/1/10
Fire Suppression Systems	7886836	2/15/11
Twin Engine Aircraft	5957405	9/28/99
Twin Engine Aircraft	6199795	3/13/01
Twin Engine Aircraft	6170780	1/9/01
Single Engine Aircraft	6089504	7/18/00
Welded Joints with Polymer Sealant	7225966	6/5/07
Labile Bromine Fire Suppressants	5626786	5/6/97
Labile Bromine Fire Suppressants	RE40651	3/10/09
Labile Bromine Fire Suppressants	RE41557	8/24/10
Labile Bromine Fire Suppressants	RE41558	8/24/10

UNITED STATES PATENT APPLICATIONS

<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
Fire Suppression Systems	11/929743	10/30/07
Fire Suppression Systems	14/451283	8/4/14

EXHIBIT B

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AND COLLECTIVE MEMBERSHIP MARKS

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ECLIPSE	3557904	1/6/2009
ECLIPSE AEROSPACE	4301693	3/12/2013
JETCOMPLETE	3525722	10/28/2008
	2992733	9/6/2005
PHOSTREX	3469367	7/15/2008
TOTAL ECLIPSE	4580179	8/5/2014
ECLIPSE 550	4579853	8/5/2014

APPLICATIONS

<u>Mark</u>	<u>Application Number</u>	<u>Application Date</u>
ECLIPSE 500 PLUS	86184280	2/4/2015