

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM353956

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Aircraft Technical Publishers		09/03/2015	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Madison Capital Funding LLC, as Agent		
<b>Street Address:</b>	30 South Wacker Dr., Ste 3700		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4197365	ASKBOB	
<b>Registration Number:</b>	1617116	ATP	
<b>Registration Number:</b>	1862702	ATP	
<b>Registration Number:</b>	4193578	ATP AVIATION HUB	
<b>Registration Number:</b>	2298462	ATP MAINTENANCE DIRECTOR	
<b>Registration Number:</b>	4541534		
<b>Registration Number:</b>	4446190		
<b>Registration Number:</b>	4185568		
<b>Registration Number:</b>	4600979	HUBCONNECT	
<b>Registration Number:</b>	4609083	HUBCONNECT	
<b>Registration Number:</b>	4078194	KNOWLEDGE FUELS SAFETY	
<b>Registration Number:</b>	3024192	NAVIGATORV	
<b>Registration Number:</b>	3482901	YOUR COMPLIANCE AND SAFETY PARTNER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128637867		
<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>			
<b>Phone:</b>	3128637267		
<b>Email:</b>	jaclyn.digrande@goldbergkohn.com		

OP \$340.00 4197365

**Correspondent Name:** Jaclyn Di Grande - Paralegal  
**Address Line 1:** Goldberg Kohn Ltd.  
**Address Line 2:** 55 E Monroe St., Suite 3300  
**Address Line 4:** Chicago, ILLINOIS 60603

**ATTORNEY DOCKET NUMBER:** 4975.340

**NAME OF SUBMITTER:** Jaclyn Di Grande

**SIGNATURE:** /jaclyn di grande/

**DATE SIGNED:** 09/03/2015

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of September 3, 2015 (this "Agreement"), is entered into by AIRCRAFT TECHNICAL PUBLISHERS, a California corporation ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as Agent for Lenders ("Agent").

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith by and among Grantor, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to issue Letters of Credit for the benefit of Borrower;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that Guarantee and Collateral Agreement, dated as of even date herewith, among Grantor, each other grantor party thereto and Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this 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 hereby agrees as follows:

1. DEFINED TERMS. Unless otherwise noted, all capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement or the Collateral Agreement, as applicable.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders a continuing first priority security interest in all of Grantor's rights, titles and interests in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its U.S. and Canadian registered or applied for Trademarks (as defined in the Collateral Agreement) set forth on Schedule I, excluding any "intent-to-use" applications for Trademarks filed under Section 1(b) of the Trademark Act, prior to the filing and acceptance of a statement of use or amendment to allege use;

(b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(c) all products and 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 such Trademark or (ii) injury to the goodwill associated with any such Trademark.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder in any Excluded Property (as defined in the Collateral Agreement).

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that 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 Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Collateral Agreement, the Collateral Agreement shall control.

4. COUNTERPARTS. This Agreement 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 Agreement by signing and delivering one or more counterparts. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement.

[signature page follows]

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

AIRCRAFT TECHNICAL PUBLISHERS

By:   
Name: Charles Picasso  
Title: Chief Executive Officer


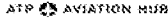
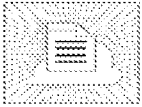
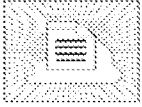

ACCEPTED AND ACKNOWLEDGED BY:


MADISON CAPITAL FUNDING LLC, as Agent

By: Jennifer Cotton  
Name: Jennifer Cotton  
Title: Managing Director


**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Grantor/Owner</b>	<b>Trademark</b>	<b>Date of Registration</b>	<b>Trademark Registration Number</b>	<b>Trademark Serial Number</b>
Aircraft Technical Publishers	ASKBOB	8/28/2012	4197365	85470453
Aircraft Technical Publishers	ATP	10/9/1990	1617116	73830505
Aircraft Technical Publishers	ATP & Design 	11/15/1994	1862702	74384343
Aircraft Technical Publishers	ATP AVIATION HUB & Design 	8/21/2012	4193578	85470885
Aircraft Technical Publishers	ATP MAINTENANCE DIRECTOR	12/7/1999	2298462	75171240
Aircraft Technical Publishers	Design Only 	6/3/2014	4541534	85738230
Aircraft Technical Publishers	Design Only 	12/10/2013	4446190	85736771
Aircraft Technical Publishers	Design Only 	8/7/2012	4185568	85470494
Aircraft Technical Publishers	HUBCONNECT	9/9/2014	4600979	86185572
Aircraft Technical Publishers	HUBCONNECT	9/23/2014	4609083	86185644
Aircraft Technical Publishers	KNOWLEDGE FUELS SAFETY	12/27/2011	4078194	85268857

Aircraft Technical Publishers	NAVIGATORV & Design 	12/6/2005	3024192	76581018
Aircraft Technical Publishers	YOUR COMPLIANCE AND SAFETY PARTNER	8/12/2008	3482901	76686913

**CANADIAN TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Grantor/Owner</b>	<b>Trademark</b>	<b>Date of Registration</b>	<b>Trademark Registration Number</b>	<b>Trademark Serial Number</b>
Aircraft Technical Publishers	ATP	5/12/2006	TMA664197	1191114
Aircraft Technical Publishers	ATP AIRPLANE & Design 	7/7/2006	TMA667142	1191113