

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM368959

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Ecology, Inc.		01/12/2016	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Blackrock Capital Investment Corporation		
Street Address:	40 East 52nd Street		
Internal Address:	21st Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	1553640	AQUA-POLISH	
Registration Number:	2742242	BODYGUARD	
Registration Number:	2318457	FIRST NEED	
Registration Number:	1555669	FLEX-I-PURE	
Registration Number:	2363963	GENERAL ECOLOGY	
Registration Number:	2361590	GENERAL ECOLOGY INC.	
Registration Number:	1876510	MICROLITE	
Registration Number:	1553641	NATURE-PURE	
Registration Number:	1594084	PRES-SURE PURE	
Registration Number:	2552790	SEAGULL	
Registration Number:	1052344	SEAGULL IV	
Registration Number:	1183639	SPARK-L-PURE	
Registration Number:	1636077	TRAV-L-PURE	
Registration Number:	2528653	VERSAGARD	
Registration Number:	1869446	VERSA-PURE	
Registration Number:	1052343		
CORRESPONDENCE DATA			
TRADEMARK			

Fax Number: 6172359493

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: 617-951-7790

Email: ronald.duvernay@ropesgray.com

Correspondent Name: Ronald M. Duvernay

Address Line 1: Prudential Tower, 800 Boylston Street

Address Line 2: Ropes & Gray LLP

Address Line 4: Boston, MASSACHUSETTS 02199-3600

ATTORNEY DOCKET NUMBER:	MFOG-726
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NAME OF SUBMITTER:	Ronald M. Duvernay
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SIGNATURE:	/rmd/
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DATE SIGNED:	01/13/2016
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Total Attachments: 5

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Second Lien Trademark Security Agreement

SECOND LIEN TRADEMARK SECURITY AGREEMENT dated as of January 12, 2016, (this “**Agreement**”), among GENERAL ECOLOGY, INC., a Pennsylvania corporation (the “**Grantor**”) and BLACKROCK CAPITAL INVESTMENT CORPORATION, as Collateral Agent.

WHEREAS, Loar Group Inc. (the “**Parent Borrower**”), Loar Group Intermediate LLC, Loar Group Acquisition LLC (“**Intermediate Holdings**”), the Lenders party thereto, BlackRock Capital Investment Corporation, as Administrative Agent (together with its successors and assigns, the “**Administrative Agent**”), and the other parties from time to time party thereto have entered into the Second Lien Credit Agreement dated as of January 12, 2016 (as amended, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the “**Credit Agreement**”). The Lenders have agreed to extend credit to the Parent Borrower subject to the terms and conditions set forth in the Credit Agreement conditioned upon, among other things, the execution and delivery of this Agreement.

WHEREAS, in connection with the Credit Agreement, the Grantor executed that Second Lien Security Agreement (as amended, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the “**Security Agreement**”) dated as of January 12, 2016, among Parent Borrower, Intermediate Holdings, the other Subsidiary Parties named therein and BlackRock Capital Investment Corporation, as Collateral Agent (together with its successors and assigns, the “**Collateral Agent**”) pursuant to which the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and in order to induce the Lenders to make the Loans under the Credit Agreement and to induce the issuance of the Letters of Credit under the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby makes covenants and agrees with the Collateral Agent for the benefit of the Secured Creditors as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.04 of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, the Grantor, pursuant to the Security Agreement, hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Creditors, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and

recording applications filed in connection therewith, including registrations and registration applications in the USPTO or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I, and

(b) all goodwill of the business connected with the use thereof and symbolized thereby, together with

(c) any and all (i) proceeds, 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, dilutions or other violations thereof, (ii) rights corresponding thereto throughout the world and (iii) rights to sue for past, present and future infringements, dilutions or other violations thereof.

Notwithstanding the foregoing, Trademark Collateral shall not include any Excluded Collateral.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the USPTO. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Recordation. Grantor hereby authorizes and requests that the USPTO record this Agreement.

SECTION 5. Applicable Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which collectively shall be one and the same agreement.

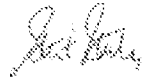
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GENERAL ECOLOGY, INC.,
as the Grantor


By: Glenn D'Alessandro
Name: Glenn D'Alessandro
Title: Chief Financial Officer

BLACKROCK CAPITAL INVESTMENT
CORPORATION, as Administrative Agent and
Collateral Agent

By:  _____
Name: Steve Sterling
Title: CEO

Schedule I

United States Trademarks and Trademark Applications

<u>Mark</u>	<u>Record Owner</u>	<u>Reg. No.</u> <u>App. No.</u>
AQUA-POLISH	General Ecology, Inc.	73/774,161 1,553,640
BODYGUARD	General Ecology, Inc.	75/565,991 2,742,242
FIRST NEED	General Ecology, Inc.	75/565,992 2,318,457
FLEX-I-PURE	General Ecology, Inc.	73/774,329 1,555,669
GENERAL ECOLOGY	General Ecology, Inc.	75/593,603 2,363,963
GENERAL ECOLOGY INC.	General Ecology, Inc.	75/593,533 2,361,590
MICROLITE	General Ecology, Inc.	74/490,957 1,876,510
NATURE-PURE	General Ecology, Inc.	73/774,327 1,553,641
PRES-SURE PURE	General Ecology, Inc.	73/827,593 1,594,084
SEAGULL	General Ecology, Inc.	78/062,862 2,552,790
SEAGULL IV	General Ecology, Inc.	73/073,041 1,052,344
SPARK-L-PURE	General Ecology, Inc.	73/264,585 1,183,639
TRAV-L-PURE	General Ecology, Inc.	74/052,952 1,636,077
VERSAGARD	General Ecology, Inc.	78/004,183 2,528,653
VERSA-PURE	General Ecology, Inc.	74/318,987 1,869,446
 <i>Design only</i>	General Ecology, Inc.	73/073,028 1,052,343