

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM393415

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BETA TRANSFORMER TECHNOLOGY CORPORATION		07/29/2016	Corporation: NEW YORK
DATA DEVICE CORPORATION		07/29/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CREDIT SUISSE AG, AS ADMINISTRATIVE AGENT		
<b>Street Address:</b>	11 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	BANK: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1499398	BTTC	
<b>Registration Number:</b>	1500389	BETA TRANSFORMER TECHNOLOGY CORPORATION	
<b>Registration Number:</b>	1502909	BTTC	
<b>Registration Number:</b>	0830114	DDC	
<b>Registration Number:</b>	1176957	DDC	
<b>Registration Number:</b>	2443276	STAR SERIES	
<b>Registration Number:</b>	2571819	DDC DATA DEVICE CORPORATION	
<b>Registration Number:</b>	2843241	MINI-ACE	
<b>Registration Number:</b>	2940684	MICRO-ACE	
<b>Registration Number:</b>	2980213	FIBREMATRIX	
<b>Registration Number:</b>	3276218	HYPER-1553	
<b>Registration Number:</b>	3764818	TOTAL-ACE	
<b>Registration Number:</b>	3848403	ACEXTREME	
<b>Registration Number:</b>	3861481	BUSTRACER	
<b>Registration Number:</b>	4035950	TOTAL ACEXTREME	

OP \$390.00 1499398

**CORRESPONDENCE DATA****Fax Number:** 8668265420

*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:** 301-638-0511**Email:** ipresearchplus@comcast.net**Correspondent Name:** IP Research Plus, Inc.**Address Line 1:** 21 Tadcaster Circle**Address Line 2:** attn: Penelope J.A. Agodoa**Address Line 4:** Waldorf, MARYLAND 20602

<b>ATTORNEY DOCKET NUMBER:</b>	crs1-41318
<b>NAME OF SUBMITTER:</b>	Penelope J.A. Agodoa
<b>SIGNATURE:</b>	/pja/
<b>DATE SIGNED:</b>	08/01/2016

**Total Attachments: 9**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 29, 2016 (this "Agreement"), is entered into by the undersigned Grantors (each a "Grantor") in favor of Credit Suisse AG, as administrative agent under the Credit Agreement (as defined herein) and as collateral agent (in such capacity, the "Agent") for the Secured Parties under the Guarantee and Collateral Agreement (as defined herein).

**WHEREAS**, TransDigm Inc., a Delaware corporation (the "Borrower"), TransDigm Group Incorporated, a Delaware corporation ("Holdings"), the subsidiaries of the Borrower party thereto, the lenders party thereto from time to time, the Agent and certain other parties as named therein have entered into a Second Amended and Restated Credit Agreement, dated as of June 4, 2014 (as further amended, supplemented, or otherwise modified from time to time, the "Credit Agreement");

**WHEREAS**, on the date hereof, each Grantor, the Agent and the other parties thereto have entered into Supplement No. 9 (the "Supplement") to the Guarantee and Collateral Agreement, dated as of June 23, 2006, as amended and restated as of December 6, 2010, as further amended and restated as of February 14, 2011, and as further amended and restated as of February 28, 2013 (as further amended, supplemented, or otherwise modified prior to the date hereof, the "Existing Guarantee and Collateral Agreement" and, together with the Supplement, the "Guarantee and Collateral Agreement");

**WHEREAS**, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that each Grantor shall have guaranteed and secured the Obligations under the Credit Agreement;

**WHEREAS**, under the terms of the Guarantee and Collateral Agreement, each Grantor has granted a security interest in certain property, including, without limitation, certain Intellectual Property of such Grantor to the Agent for the ratable benefit of the Secured Parties, and has agreed as a condition thereof to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities;

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor and the Secured Parties hereby agree as follows:

**SECTION 1. DEFINED TERMS.** Capitalized terms used and not otherwise defined herein have the meanings set forth in the Guarantee and Collateral Agreement.

**SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each undersigned Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title, and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located (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 United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including without limitation, each United States federally registered trademark and trademark application identified on Schedule I,

(b) all goodwill associated therewith or symbolized thereby,

(c) all other assets, rights and interests that uniquely reflect or embody such goodwill and

(d) any written agreement, now or hereafter in effect, granting to any third party any right to use any trademark now or hereafter owned by such Grantor or that such Grantor otherwise has the right to license, or granting to such Grantor any right to use any trademark now or hereafter owned by any third party, and all rights of such Grantor under any such agreement.

Notwithstanding the foregoing, the Trademark Collateral shall not include any application for a Trademark registration filed with the United States Patent and Trademark Office pursuant to Section 1(b) of the Lanham Act ("Intent to Use Application") prior to the filing with and acceptance by the United States Patent and Trademark Office of a Statement of Use (as described in Section 1(d) of the Lanham Act) or an Amendment to Allege Use (as described in Section 1(c) of the Lanham Act).

SECTION 3. PRECEDENCE. The security interest granted hereby is granted in furtherance, and not in limitation, of the security interest granted to the Secured Parties under the Guarantee and Collateral Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall control.

SECTION 4. RECORDATION. Each Grantor authorizes and requests that the U.S. Patent and Trademark Office and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. MODIFICATION OF AGREEMENT. This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Guarantee and Collateral Agreement pursuant to which the Agent may modify this Agreement, after obtaining each Grantor's approval of or signature to such modification, by amending Schedule I hereto to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by any Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which any Grantor no longer has or claims any right, title or interest.

SECTION 6. GENERAL.

(a) Governing Law. **THIS DOCUMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

(b) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Secured Parties and the Grantors and their respective successors and assigns. No Grantor shall, without the prior written consent of the Secured Parties given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.


(c) Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, each undersigned Grantor and the Secured Parties have caused this Agreement to be duly executed and delivered as of the date first above written.

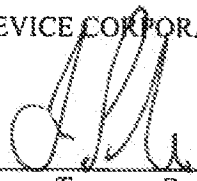
BETA TRANSFORMER TECHNOLOGY  
CORPORATION, as Grantor

by

  
Name: Terrance Paradie  
Title: Chief Executive Officer

DATA DEVICE CORPORATION, as  
Grantor

by

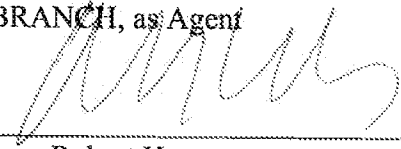
  
Name: Terrance Paradie  
Title: Chief Executive Officer

[Signature Page to the Trademark Security Agreement]

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CREDIT SUISSE AG, CAYMAN  
ISLANDS BRANCH, as Agent

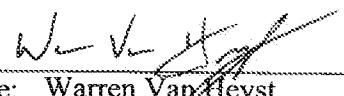
by



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Name: Robert Hetu  
Title: Authorized Signatory

by



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Name: Warren Van Heyst  
Title: Authorized Signatory

[Signature Page to the Trademark Security Agreement]



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**TRADEMARK**  
**REEL: 005845 FRAME: 0540**

# Schedule I

## Trademark and Service Mark Applications and Registrations

### I. Domestic Trademarks and Trademark Applications









Grantor	Trademark	Country	Serial No./Filing Date	Registration Number/Registration Date
Beta Transformer Technology Corporation	BTTC	US	73/704450 07-JAN-1988	1499398 09-AUG-1988 26-AUG-2008
Beta Transformer Technology Corporation	BETA TRANSFORMER TECHNOLOGY CORPORATION	US	73/704449 07-JAN-1988	1500389 16-AUG-2008
Beta Transformer Technology Corporation		US	73/704451 07-JAN-1988	1502909 06-SEP-2008
Data Device Corporation	DDC	US	72/230518 19-OCT-1965	0830114 13-JUN-1967
Data Device Corporation	DDC	US	73/228113 20-AUG-1979	1176957 10-NOV-2011
Data Device Corporation	STAR SERIES	US	75/655019 05-MAR-1999	2443276 10-APR-2011
Data Device Corporation		US	75/654653 05-MAR-1999	2571819 21-MAY-2012
Data Device Corporation	MINI-ACE	US	78/264051 18-JUN-2003	2843241 18-MAY-2014
Data Device Corporation	MICRO-ACE	US	78/169292 30-SEP-2002	2940684 12-APR-2005 04-SEP-2015
Data Device Corporation	FIBREMATRIX	US	78/271559 08-JUL-2003	2980213 26-JUL-2005
Data Device Corporation	HYPER-1553	US	78/418998 14-MAY-2004	3276218 07-AUG-2007
Data Device Corporation	TOTAL-ACE	US	77/627539 05-DEC-2008	3764818 23-MAR-2010
Data Device Corporation	ACEXTREME	US	77/617254 19-NOV-2008	3848403 14-SEP-2010
Data Device Corporation	BUSTRACER	US	77/613987 13-NOV-2008	3861481 12-OCT-2010





Data Device Corporation	TOTAL ACEXTREME	US	85/073765 29-JUN-2010	4035950 04-OCT-2011
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## II. Foreign Trademarks and Trademark Applications

Grantor	Trademark	Country	Serial No./Filing Date	Registration Number/Registration Date
Beta Transformer Technology Corporation	BTTC	Canada	0628565	TMA371803 30-AUG-2005
Beta Transformer Technology Corporation		Canada	0628609	TMA380296 30-AUG-2005
Beta Transformer Technology Corporation	BTTC	France	INPI 128243 02-MAY-1989	N 1527031 02-MAY-2009
Beta Transformer Technology Corporation		France	INPI 128244 02-MAY-1989	N 1527032 16-APRIL-2009
Beta Transformer Technology Corporation		Germany	B 84851 24-JUN-1988	2091801 24-JUN-2008
Beta Transformer Technology Corporation		Israel	69515 09/06/1988	69515 09-JUN-2009
Beta Transformer Technology Corporation		Israel	69516 09/06/1988	69516 09-JUN-2009
Beta Transformer Technology Corporation		Sweden	1988/04250 18-MAY-1988	219090 12-OCT-2020
Beta Transformer Technology Corporation		UK	B1345232 24-MAY-1988	B1345232 7-JAN-2005
Beta Transformer Technology Corporation	BTTC	UK	B1345233 24-MAY-1988	B1345233 20-OCT-2004
Beta	BTTC	Japan	2397419	2397419 10-APRIL-2012

Grantor	Trademark	Country	Serial No./Filing Date	Registration Number/Registration Date
Transformer Technology Corporation				
Beta Transformer Technology Corporation	BTTC and Design	Japan	390340-1989 06-APRIL-1989	2516296 31-MARCH-1991
Data Device Corporation	DDC	Israel	50416 04-JULY-1980	50416 06-NOVEMBER-1989
Data Device Corporation		Norway	199908989 02-SEP-1999	207765 05-APR-2011
Data Device Corporation	DDC	Japan	S55-054989 07-JUL-1980	2709359 31-AUG-2005
Data Device Corporation		Japan	H11-079306 02-SEP-1999	4521361 09-NOV-2011
Data Device Corporation		Canada	1027762	TMA570344 06-NOV-2002
Data Device Corporation		EU	1299254 01-SEP-1999	1299254 01-SEPT-2009
Data Device Corporation		Hong Kong	2002B06341	2002B06341 05-MAR-2006
Data Device Corporation		Israel	130455 9/2/1999	130455 09-SEPT-2006
Data Device Corporation	STAR SERIES	Israel	130456 9/2/1999	130456 09-SEPT-2006
Data Device Corporation	DDC ON BOARD	Israel	145401 12/28/2000	145401 28-DEC-2007
Data Device Corporation		Singapore	T9909475I 31-AUG-1999	T9909475I 05-MAR-2009
Data Device Corporation	DDC	South Korea	40-1990-16623 07-JUN-1990	400234743 26-MAR-2012
Data Device		South Korea	40-1999-32448 02-SEP-1999	400482186 27-NOV-2000

Grantor	Trademark	Country	Serial No./Filing Date	Registration Number/Registration Date
Corporation				
Data Device Corporation	DDC	Sweden	1980/06807 22-DEC-1980	184537 23-JAN-2013
Data Device Corporation		Taiwan	075020712 01-MAY-1986	00362995 16-APR-1987
Data Device Corporation		Taiwan	088044311 04-SEP-1999	01043588 15-APRIL-2007