

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM401853

<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>
UNIVERSAL TURBINE PARTS, LLC		10/10/2016	Limited Liability Company: DELAWARE
B.V. AVIATION, LLC		10/10/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC BANK, NATIONAL ASSOCIATION		
<b>Street Address:</b>	COMMERCIAL LOAN SERVICE CENTER/DCC		
<b>Internal Address:</b>	500 FIRST AVENUE		
<b>City:</b>	PITTSBURGH		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87170958	UNIVERSAL TURBINE PARTS	
<b>Serial Number:</b>	87170950	U T P	
<b>Serial Number:</b>	87171212	BVA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158325619		
<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>	215-569-5619		
<b>Email:</b>	PECSENYE@BLANKROME.COM		
<b>Correspondent Name:</b>	TIMOTHY D. PECSENYE		
<b>Address Line 1:</b>	ONE LOGAN SQUARE		
<b>Address Line 2:</b>	8TH FLOOR		
<b>Address Line 4:</b>	PHILADELPHIA, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	074658-16051		
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye		
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/		

OP \$90.00 87170958

<b>DATE SIGNED:</b>	10/13/2016
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**Total Attachments: 7**

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of this 10th day of October, 2016, by the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION ("PNC"), in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Administrative Agent"), for the benefit of each Agent and each Lender.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement, dated as of July 22, 2016 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement"), among Turbine Holdings, Inc., a Delaware corporation ("Holdings"), Universal Turbine Parts, LLC, a Delaware limited liability company ("Universal"), B.V. Aviation, LLC, a Delaware limited liability company ("BV Aviation" and, together with Holdings, Universal, and each other Person joined thereto as a borrower from time to time, collectively, the "Borrowers" and each individually, a "Borrower"), the lenders from time to time party thereto (collectively, the "Lenders" and each individually, a "Lender"), Administrative Agent, and Prospect Capital Corporation, a Maryland corporation ("Prospect"), as agent for the Term Loan Lenders (together with its successors and assigns in such capacity, "Term Loan Agent" and, together with Administrative Agent, collectively, the "Agents" and each individually, an "Agent"), the Lenders agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of each Agent and each Lender, this Trademark Security 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Administrative Agent, for the benefit of each Agent and each Lender, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of such Grantor's 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 similar offices in any State of the United States or any other country or any political subdivision thereof (provided that there shall be no security interest or lien on any trademark application that is filed on an "intent-to-use" basis until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office) and associated goodwill, excluding in each case any "intent-to-use" trademark applications filed with the U.S. Trademark Office unless and until a statement of use is filed and accepted with respect to such applications (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including those registered trademarks or pending applications to register marks referred to on Schedule I hereto;

(b) all extensions or renewals of the foregoing; and

(c) all products and proceeds of the foregoing, including income, royalties, and/or proceeds from any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance to each Agent and each Lender of all of the Obligations. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and which would be owed by Grantors, or any of them, to any Agent or any Lender, whether or not such amounts are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with and to the extent that any security interests are granted to Administrative Agent, for the benefit of each Agent and each Lender, pursuant to the Credit Agreement and the Guaranty. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agents with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Guaranty, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, or if a statement of use for an "intent-to-use" trademark application is filed and duly accepted by the United States Patent and Trademark Office, this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to each Agent with respect to any such new Trademarks, Licenses for Trademarks or such trademark application. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Administrative Agent to modify this Trademark Security Agreement unilaterally by amending Schedule I to include any such new Trademarks or Licenses for Trademarks, or such trademark application of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to any Person shall be construed to include such Person’s successors and assigns.

8. MISCELLANEOUS. Sections 12.3 (JURY TRIAL WAIVER) and 16.1 (GOVERNING LAW; JURISDICTION; VENUE; SERVICE OF PROCESS) of the Credit Agreement are hereby incorporated herein by reference, and shall apply to this Trademark Security Agreement *mutatis mutandis* as if fully set forth herein. This Trademark Security Agreement shall constitute an “Other Document” and a “Loan Document” for all purposes of the Credit Agreement and the other Loan Documents and Other Documents.

*[Remainder of page intentionally left blank; signature page follows.]*

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

**UNIVERSAL TURBINE PARTS, LLC,**  
as a Grantor

By: 

Name: **Jermaine L. Warren**

Title: **Vice President**

**B.V. AVIATION, LLC,**  
as a Grantor

By: 

Name: **Jermaine L. Warren**

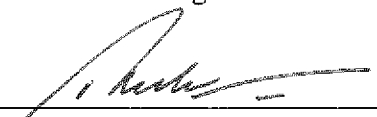
Title: **Vice President**

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005899 FRAME: 0882**

ACCEPTED AND  
ACKNOWLEDGED BY:

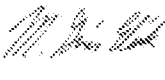
**PNC BANK, NATIONAL ASSOCIATION,**  
as Administrative Agent

By:   
Name: Richard Mahlani  
Title: Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005899 FRAME: 0883**

**PROSPECT CAPITAL CORPORATION,**  
as Term Loan Agent

By:   
Name: M. Grier Eliasek  
Title: President and Chief Operating Officer



SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademarks

<b>Grantor</b>	<b>Country</b>	<b>Description of Trademark</b>	<b>Application/Registration Number</b>	<b>Application/Registration Date</b>
Universal Turbine Parts, LLC	US	UNIVERSAL TURBINE PARTS	87/170,958	September 14, 2016
Universal Turbine Parts, LLC	US	U T P (Logo)	87/170,950	September 14, 2016
BV Aviation, LLC	US	BVA (Logo)	87/171,212	September 14, 2016