

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM426059

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QUATRO COMPOSITES, L.L.C.		05/02/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ANTARES CAPITAL LP, as Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3832342	OPTIPART	
Registration Number:	4360478	QUATRO COMPOSITES	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	ssexton@kslaw.com		
Correspondent Name:	King & Spalding		
Address Line 1:	1180 Peachtree Street NE		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	23743.009001		
NAME OF SUBMITTER:	Sally Sexton		
SIGNATURE:	/sallysexton/		
DATE SIGNED:	05/03/2017		
Total Attachments: 5			
source=Quatro - First Lien Trademark Security Agreement (Executed)#page1.tif			
source=Quatro - First Lien Trademark Security Agreement (Executed)#page2.tif			
source=Quatro - First Lien Trademark Security Agreement (Executed)#page3.tif			
source=Quatro - First Lien Trademark Security Agreement (Executed)#page4.tif			

OP \$65.00 3832342

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 2, 2017, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Antares Capital LP (“Antares Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of February 2, 2016 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”), by and among AIM Group USA Inc. (as successor by assignment to AIM Aerospace Corporation (f/k/a Atlantis Acquisitions Corporation)), a Washington corporation, as the Borrower, the other Credit Parties party thereto from time to time, the Lenders and the L/C Issuers from time to time party thereto and Antares Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its U.S. registered Trademarks and applications for U.S. registered Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

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

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in 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 agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Termination. This Trademark Security Agreement shall terminate concurrently with the termination of the Guaranty and Security Agreement.

Conflict with Other Agreements. In the event of any conflict between this Trademark Security Agreement (or any portion hereof) and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall prevail.

Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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.

QUATRO COMPOSITES, L.L.C.

as Grantor


By: 

Name: *John Forte*

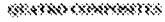
Title: *Executive Director*

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP
as Agent

By: 
Name: Michael Barasso
Title: Duty Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

TM Country	Mark/Name	App. No./Reg. No.	Application Date	Registration Date	Owner Information	Status
US Federal	OPTIPART	RN: 3832342 SN: 77312224	October 24, 2007	August 10, 2010	Tec Industries, LLC, Db a Quatro Composites	Registered
US	QUATRO COMPOSITES	RN: 4360478 SN: 85752587	October 12, 2012	July 2, 2013	Quatro Composites, L.L.C.	Registered
European Union	QUATRO COMPOSITES	RN: 011605136 AN: 011605136	February 26, 2013	July 23, 2013	Quatro Composites, L.L.C.	Registered
Malaysia	QUATRO COMPOSITES (Stylized) 	AN: 2013008027	June 11, 2013	June 11, 2013	Quatro Composites, L.L.C.	Registered
Malaysia	QUATRO COMPOSITES (Stylized) 	AN: 2013008026	June 11, 2013	June 11, 2013	Quatro Composites, L.L.C.	Registered
Republic of Korea	QUATRO COMPOSITES 	RN: 4103304310000 AN: 4120140025942	June 27, 2014	August 26, 2015	Quatro Composites, L.L.C.	Registered