

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM450886

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ARES CAPITAL CORPORATION		11/14/2017	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	Cadence Aerospace, LLC (f/k/a PRV Aerospace, LLC)		
Street Address:	610 Newport Center Drive, Suite 950		
City:	Newport Beach		
State/Country:	CALIFORNIA		
Postal Code:	92660		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4093484	PRV AEROSPACE	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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>			
Phone:	2129693000		
Email:	ypan@proskauer.com		
Correspondent Name:	Andrew L. Eiger		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	11668-260		
NAME OF SUBMITTER:	Andrew L. Eiger		
SIGNATURE:	/Andrew L. Eiger/		
DATE SIGNED:	11/14/2017		
Total Attachments: 3			
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CH \$40.00 4093484

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of November 14, 2017 (this “Release”), is made by ARES CAPITAL CORPORATION, a Maryland corporation (the “Agent”) in its capacity as Agent for the Secured Parties (as defined in the Trademark Security Agreement referred to below) in favor of Cadence Aerospace, LLC, a Delaware limited liability company (successor by merger to Aerospace Parts Merger Sub, LLC and formerly known as PRV Aerospace, LLC), (the “Grantor”).

WHEREAS, pursuant to the Credit Agreement dated as of May 10, 2012 (as the same has been amended, supplemented or otherwise modified and is in effect on the date hereof, the “Credit Agreement”) among the Grantor, the other Borrowers from time to time party thereto, the Agent and the Lenders from time to time party thereto, the Lenders provided for extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Guaranty and Security Agreement dated as of May 10, 2012 (the “Security Agreement”) and the Trademark Security Agreement dated as of May 10, 2012 (the “Trademark Security Agreement”), Grantor granted to Agent for the benefit of the Secured Parties a security interest in the Trademark Collateral, including Trademarks listed on Schedule A; and

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) on May 10, 2012 in Reel 004777 Frame 0364;

NOW THEREFOR, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, the Agent (for itself and as agent for the Lenders) and Grantor (the “parties”) agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Trademark Security Agreement.

SECTION 2. Termination and Release. The Agent, for itself and as agent for the Lenders, hereby:

(a) terminates the Trademark Security Agreement, Security Agreement, and any other agreement under which Grantor has granted a collateral mortgage, pledge, hypothecation, grant, assignment, Lien, or security interest in, to, and under the Trademark Collateral;


(b) cancels, discharges, and releases the mortgage, pledge, and hypothecation and Lien on and security interest in, all of its right, title, and interest in, to, and under the Trademark Collateral, including the Trademark Collateral listed on Schedule A attached hereto; and

(c) authorizes the recordation of this Release with the USPTO.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the Agent has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

ARES CAPITAL CORPORATION, as Agent

By: 
Name: Mitchell Goldstein
Title: Authorized Signatory

[Signature page to Second Lien Trademark Security Agreement Release - Cadence]

TRADEMARK
REEL: 006205 FRAME: 0003

Schedule A

REGISTERED TRADEMARKS

<u>Name of Owner</u>	<u>Trademark</u>	<u>Reg. #</u>	<u>Reg. Date</u>
PRV Aerospace, LLC	PRV AEROSPACE	4,093,484	January 31, 2012