

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM450904

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cadence Aerospace, LLC		11/14/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ARES CAPITAL CORPORATION		
Street Address:	245 PARK AVENUE, 44TH FLOOR		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4874805	CADENCE	
Registration Number:	4874806	C CADENCE AEROSPACE	
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:	Mary Wills Bode		
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:	Mary Wills Bode		
SIGNATURE:	/Mary Wills Bode/		
DATE SIGNED:	11/14/2017		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT
(TRADEMARK)

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”), dated as of November 14, 2017, among each entity listed on the signature pages hereto (each of the foregoing, a “**Grantor**”, and collectively, “**Grantors**”) and Ares Capital Corporation, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”).

RECITALS

- (A) Cadence Holdings Merger Sub, Inc., a Delaware corporation (“**Merger Sub**”), which will be merged with and into Aerospace Parts Holdings, Inc., a Delaware corporation (“**Holdings**”), with Holdings being the surviving entity, Cadence Aerospace, LLC, a Delaware limited liability company (“**Borrower**”), the financial institutions party thereto as lenders (each individually referred to as a “**Lender**” and collectively as “**Lenders**”), Ares Capital Corporation, as administrative agent for the Lenders and collateral agent for the Secured Parties (in such capacities, the “**Administrative Agent**”) and the other parties thereto are parties to that certain Credit Agreement dated as of November 14, 2017 (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the “**Credit Agreement**”).
- (B) Grantors are party to that certain Pledge and Security Agreement, dated as of November 14, 2017 in favor of the Collateral Agent (as it may from time to time be amended, restated, supplemented or otherwise modified in accordance with its terms, the “**Pledge and Security Agreement**”), pursuant to which the Grantors are required to execute and deliver this Agreement.
- (C) In consideration of the conditions and agreements set forth in the Credit Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1 Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2 Grant of Security Interest in Intellectual Property Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Obligations (as defined in the Credit Agreement), each Grantor hereby pledges and grants to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral (as defined below), whether now owned or hereafter acquired or existing and wherever located.

“**Intellectual Property Collateral**” means each Grantor’s right, title and interest in, to and under all of the following property (other than any Excluded Assets):

- (a) all Trademarks owned by any Grantor, including those referred to on Schedule I hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark owned by any Grantor;

(c) all reissues, continuations or extensions of the foregoing; and

(d) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or, if applicable, dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

SECTION 3 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event will the Intellectual Property Collateral include and Grantor will not be deemed to have granted a Security Interest in any of its right, title or interest in any Excluded Assets, including any "intent to use" trademark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto (but only until the filing of such statement is accepted and solely to the extent, if any, that a Lien therein (including the granting, attachment or enforcement thereof) would impair the validity or enforceability of such intent-to-use application or any registration that issues from such intent-to-use application under applicable federal law).

SECTION 4 Pledge and Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Pledge and Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest granted by them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement. To the extent applicable for purposes of this Agreement, the terms and provisions of the Pledge and Security Agreement are incorporated by reference herein. To the extent there is any conflict or inconsistency between the terms of this Agreement and the Pledge and Security Agreement, the Pledge and Security Agreement shall control.

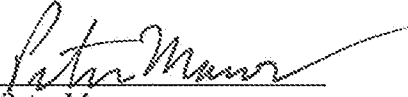
SECTION 5 Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the date first written above.

CADENCE AEROSPACE, LLC,
as Grantor

By: 

Name: Peter Manos

Title: President

[Cadence - Trademark Security Agreement Signature Page]

TRADEMARK
REEL: 006205 FRAME: 0206

ACCEPTED AND AGREED:

ARES CAPITAL CORPORATION,
as the Collateral Agent



By: _____

Name: Mitchell Goldstein
Title: Authorized Signatory

SCHEDULE I TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

U.S. Trademarks

Grantor	Mark	Reg. No. or Application No.	Date
Cadence Aerospace, LLC	CADENCE	4874805	12/22/2015
Cadence Aerospace, LLC		4874806	12/22/2015
Cadence Aerospace, LLC		4093484	01/31/2012