

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM452315

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF PATENT AND TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Eclipse Aerospace, Inc.		11/13/2017	Corporation: DELAWARE
CRYSTAL FINANCIAL SBIC LP		11/13/2017	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	Cantor Fitzgerald Securities
Street Address:	1801 North Military Trail
Internal Address:	Suite 202
City:	Boca Raton
State/Country:	FLORIDA
Postal Code:	33431
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3557904	ECLIPSE
Registration Number:	4301693	ECLIPSE AEROSPACE
Registration Number:	3525722	JETCOMPLETE
Registration Number:	2992733	
Registration Number:	3469367	PHOSTREX
Registration Number:	4580179	TOTAL ECLIPSE
Registration Number:	4579853	ECLIPSE 550
Serial Number:	86184280	ECLIPSE 500 PLUS

CORRESPONDENCE DATA

Fax Number: 2024083141

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: 2024083141

Email: jean.paterson@cscglobal.com

Correspondent Name: CSC

Address Line 1: 1090 Vermont Avenue, NW

CH \$215.00 3557904

Address Line 4:	Washington, D.C. 20005
ATTORNEY DOCKET NUMBER:	922551-20
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	11/28/2017
Total Attachments: 7 source=11-27-17 Eclipse Aerospace-TM#page1.tif source=11-27-17 Eclipse Aerospace-TM#page2.tif source=11-27-17 Eclipse Aerospace-TM#page3.tif source=11-27-17 Eclipse Aerospace-TM#page4.tif source=11-27-17 Eclipse Aerospace-TM#page5.tif source=11-27-17 Eclipse Aerospace-TM#page6.tif source=11-27-17 Eclipse Aerospace-TM#page7.tif	

ASSIGNMENT OF PATENT AND TRADEMARK SECURITY AGREEMENT

THIS ASSIGNMENT OF PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 13, 2017, among ECLIPSE AEROSPACE, INC., a Delaware corporation ("Eclipse" or the "Debtor"), CRYSTAL FINANCIAL SBIC LP, as Existing Agent (as defined below) under the Credit Agreement (as defined below) (the "Existing Agent"), and CANTOR FITZGERALD SECURITIES, as administrative agent and collateral agent (in such capacity, the "Successor Agent") for the Lenders (as defined below).

WITNESSETH:

WHEREAS, the Debtor and the Existing Agent are parties to that certain Credit and Security Agreement dated as of July 20, 2012 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), providing for making of loans and the issuance of letters of credit on the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, the Debtor has executed and delivered (i) a Patent and Trademark Security Agreement, dated as of July 20, 2012 and recorded in the records of the United States Patent and Trademark Office on July 26, 2012 at Reel/Frame 4829/0375 and 028641/0549 (the "July IP Security Agreement"), (ii) an Assignment of Patent and Trademark Security Agreement, dated as of April 20, 2015 and recorded in the records of the United States Patent and Trademark Office on April 20, 2015, at Reel/Frame 5500/0942 and 035470/0074 (the "April IP Assignment"), (iii) a Patent and Trademark Security Agreement, dated as of April 20, 2015 and recorded in the records of the United States Patent and Trademark Office on April 20, 2015, at Reel/Frame 5500/0941 and 035450/0910 (the "April IP Security Agreement"), and (iv) an Assignment of Patent and Trademark Security Agreement, dated as of July 8, 2015 and recorded in the records of the United States Patent and Trademark Office on July 15, 2015, at Reel/Frame 5579/0634 and 036106/0876 (the "2015 IP Assignment"), and together with the July IP Security Agreement, the April IP Assignment and the April IP Security Agreement, each an "IP Security Agreement" and collectively, the "IP Security Agreements"), which granted and assigned to the Existing Agent a continuing security interest in all of the Debtor's Patents and Trademarks (each as defined in the IP Security Agreements, as applicable);

WHEREAS, pursuant to that certain Agent Resignation and Appointment dated as of the date hereof, by and among the Existing Agent, Successor Agent and Debtor, the Successor Agent is becoming the successor administrative agent and collateral agent under the Credit Agreement, and the Existing Agent is assigning to the Successor Agent all of its right, title and interest to the collateral provided in connection with the Credit Agreement, including the Patents and Trademarks;

WHEREAS, the Existing Agent wishes to evidence its assignment of all of its right, title and interest under the IP Security Agreements to the Successor Agent;

WHEREAS, the Successor Agent wishes to evidence its assumption of all right, title and interest of the Existing Agent under the IP Security Agreements; and

WHEREAS, the Debtor and the Existing Agent have duly authorized the execution, delivery, and performance of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor, the Existing Agent and the Successor Agent agree as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the IP Security Agreements, as applicable.

2. Assignment by Existing Agent. Effective as of the date hereof, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Existing Agent hereby sells, assigns, transfers and conveys to the Successor Agent all of its right, title and interest in, to and under the IP Security Agreements, including, without limitation, a continuing security interest in, to, and under the Patents and Trademarks.

3. Assumption by Agent. Effective as of the date hereof, the Successor Agent hereby assumes and agrees to be bound by, and undertakes to perform and discharge, all of the obligations and liabilities of the Existing Agent as set forth in the IP Security Agreements.

4. Authorization. Effective as of the date hereof, and solely with respect to such instances where Existing Agent's authorization therefor is required, Existing Agent hereby authorizes Successor Agent to file, register and/or record this Agreement with the United States Patent and Trademark Office and any other similar office for which filing, registration or recordation is reasonably necessary to effect and/or evidence the assignment of the described herein from Existing Agent to Successor Agent. Existing Agent shall use commercially reasonable efforts to execute and deliver, from time to time, upon the reasonable written request of Successor Agent, and at the sole expense of the Debtor, any and all such further instruments and documents and take such further reasonable action as Successor Agent may reasonably deem necessary to obtain the full benefits of the assignment described herein.

5. Credit Agreement. This Agreement has been executed and delivered by the parties hereto for the purpose of registering the security interest of the Successor Agent (as successor-in-interest to the Existing Agent and for the benefit of the Lenders (as defined in the Credit Agreement)) in the Patents and Trademarks with the United States Patent and Trademark Office. The security interest granted by the Debtor pursuant to the IP Security Agreements was granted as a supplement to, and not in limitation of, the security interest granted to the Successor Agent (as successor-in-interest to the Existing Agent and for the benefit of the Lenders) for its benefit under the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement). The Credit Agreement and the other Loan Documents (and all rights and remedies of the Successor Agent thereunder) shall remain in full force and effect in accordance with their terms.

6. Acknowledgement. The Debtor hereby further acknowledges and affirms that the rights and remedies of the Successor Agent (as successor-in-interest to the Existing Agent and for the benefit of the Lenders) with respect to the security interest in the Patents and Trademarks granted by the Debtor pursuant to the IP Security Agreements are more fully set forth in the Credit Agreement and the other Loan Documents, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

7. Collateral Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

8. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall constitute together but one and the same agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date first written above.

ECLIPSE AEROSPACE, INC., as Debtor

By: 

Name: *Mike Walsh*

Title: *Board Member*

[Signatures Continued Next Page]

CRYSTAL FINANCIAL SBIC LP, as Existing
Agent

By: Crystal SBIC GP LLC, its General Partner

By: 
Name: Matthew J. Governali
Title: Managing Director

[Signatures Continued Next Page]

CANTOR FITZGERALD SECURITIES,
as Successor Agent

By: _____
Name: James Bond
Title: Chief Operating Officer




[Signature Page to Assignment of Patent and Trademark Security Agreement]

(Echps)

TRADEMARK
REEL: 006214 FRAME: 0230

EXHIBIT A
UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
ECLIPSE	3557904	1/6/2009
ECLIPSE AEROSPACE	4301693	3/12/2013
JETCOMPLETE	3525722	10/28/2008
	2992733	9/6/2005
PHOSTREX	3469367	7/15/2008
TOTAL ECLIPSE	4580179	8/5/2014
ECLIPSE 550	4579853	8/5/2014

APPLICATIONS

<u>Mark</u>	<u>Application Number</u>	<u>Application Date</u>
ECLIPSE 500 PLUS	86184280	2/4/2015