

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM474304

<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>
AEROSTRUCTURES ACQUISITION LLC		05/10/2018	Corporation: DELAWARE
VITRON ACQUISITION CORPORATION		05/10/2018	Corporation: DELAWARE
VITRON ACQUISITION LLC		05/10/2018	Limited Liability Company: DELAWARE
ATLAS AEROSPACE, LLC		05/10/2018	Limited Liability Company: DELAWARE
BRENNER AEROSTRUCTURES, LLC		05/10/2018	Limited Liability Company: PENNSYLVANIA
<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: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3945522	THE ATLAS GROUP	
<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. Pecsénye		
<b>Address Line 1:</b>	Blank Rome LLP		
<b>Address Line 2:</b>	One Logan Square, 8th Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		

OP \$40.00 3945522

<b>ATTORNEY DOCKET NUMBER:</b>	074658-17118
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/
<b>DATE SIGNED:</b>	05/16/2018

**Total Attachments: 15**

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**PATENT, COPYRIGHT AND TRADEMARK  
SECURITY AGREEMENT**

THIS PATENT, COPYRIGHT AND TRADEMARK SECURITY AGREEMENT (the “Agreement”) is made as of May 10, 2018, by and among **AEROSTRUCTURES ACQUISITION LLC**, a Delaware limited liability company (“Parent”), **VITRON ACQUISITION CORPORATION**, a Delaware corporation (“Vitron Corp.”), **VITRON ACQUISITION LLC**, a Delaware limited liability company (“Vitron LLC”), **ATLAS AEROSPACE, LLC**, a Delaware limited liability company (“Atlas”), **BRENNER AEROSTRUCTURES, LLC**, a Pennsylvania limited liability company (“Brenner” and together with Parent, Vitron Corp., Vitron LLC and Atlas, collectively, the “Grantors” and each “Grantor”), and **PNC BANK, NATIONAL ASSOCIATION**, as Collateral Agent and Administrative Agent (“Secured Party”) for the Lender Parties (as defined below). All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement (as defined below).

RECITALS

A. Grantors have entered into that certain Loan and Security Agreement, dated of even date herewith, with Secured Party and the lenders from time to time party thereto (collectively, the “Lenders”), pursuant to which Lenders have agreed to extend a revolving line of credit to the Grantors on the terms and conditions set forth therein (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Loan Agreement”).

B. In order to induce Lenders to enter into the Loan Agreement and the transactions contemplated thereby, and as a condition thereto, each Grantor is required to execute and deliver to Secured Party, for the benefit and on behalf of the Lenders, this Agreement and pursuant hereto grant to Secured Party, on behalf of the Lenders, a security interest (to the extent any grant of a security interest is not prohibited by Applicable Law or Governmental Authority) in and to all of Grantors’ right, title, and interest in the Intellectual Property Collateral (as defined below). Any such Intellectual Property Collateral that is registered or has a pending application is listed on Schedule A attached hereto and incorporated herein by reference, as the same may be amended and supplemented from time to time.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Grant of Security Interest. As collateral security for the prompt and punctual payment and performance of the Secured Obligations and for the prompt performance by Grantors of their obligations and undertakings under this Agreement and the other Loan Documents, each Grantor hereby grants and pledges to Secured Party, for the benefit of Lenders, a security interest in all of its right, title and interest in and to its Intellectual Property Collateral, whether now owned or hereafter acquired by such Grantor, and the proceeds (as defined in the UCC) thereof.

2. Representations, Warranties and Covenants. Each Grantor covenants, warrants and represents that:

(a) Set forth on Schedule A attached hereto and incorporated herein by reference is a true and complete list as of the date hereof of all Intellectual Property Collateral of

Grantors that is registered or has a pending application with the United States Patent and Trademark Office or the United States Copyright Office and that is material to the Grantor's business.

(b) Each Grantor listed in Schedule A as the owner of any Intellectual Property Collateral is the sole and exclusive owner of such Intellectual Property Collateral, free and clear of all liens and encumbrances, except for (i) the security interest created by this Agreement and the other Loan Documents and (ii) Permitted Liens. Each Grantor will, in its reasonable business judgment, defend its right, title and interest in and to its Intellectual Property Collateral against any third party claims that the Intellectual Property Collateral infringes the intellectual property rights of any third parties.

(c) All Intellectual Property Collateral that is owned by the Grantor and material to the conduct of Grantors' business is enforceable and, to the knowledge of Grantor, valid. Such Intellectual Property Collateral is not subject to any claim, judgment or administrative or arbitral decision that questions its validity or enforceability, any Grantor's purported rights thereunder or any Grantor's rights to use the same in its business.

(d) The execution, delivery and performance of this Agreement by each Grantor does not (i) violate, conflict with, result in a breach of, constitute a default under, result in the termination of, or result in the creation of any encumbrances (other than the security interest created by this Agreement and the other Loan Documents) upon any of the material Intellectual Property Collateral, or (ii) violate any laws, rules, regulations or orders applicable to any of the material Intellectual Property Collateral.

(e) Each Grantor shall maintain and protect the validity and enforceability of its Intellectual Property Collateral and shall take any and all lawful actions as are necessary or appropriate, in each case, in its reasonable business judgment, to properly maintain, protect, preserve, care for, and enforce any of its Intellectual Property Collateral, except to the extent such Intellectual Property Collateral is no longer utilized in or material to the operation of such Grantor's (or any other Grantor's) business including, without limitation, payment when due of such fees, taxes, and other expenses which shall be incurred or which shall accrue with respect to any of its Intellectual Property Collateral, except those which are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves have been provided in accordance with GAAP.

(f) Grantors acknowledge that Secured Party may cause a recordable form of this Agreement to be properly recorded with the United States Patent and Trademark Office, the United States Copyright Office, and any other government or public office or agency of the United States of America, as applicable.

3. Additional Intellectual Property Collateral. If, before the Secured Obligations have been satisfied in full, any Grantor shall obtain rights to any new Intellectual Property Collateral not listed and that would be required to be listed in Schedule A, the provisions of this Agreement shall automatically apply thereto (to the extent the grant of a security interest therein is not prohibited by applicable law or governmental authority), and to the extent an application for registration of such Intellectual Property Collateral is made, the applicable Grantor shall give Secured Party prompt written notice thereof in accordance with the Loan Agreement and, upon Secured Party's request, the applicable Grantor will execute, deliver and file any agreements,

instruments, registrations and filings which Secured Party may reasonably request to confirm Secured Party's security interest therein and to put such security interest of record. Each Grantor hereby irrevocably appoints Secured Party, solely during the existence of an Event of Default, as its true and lawful attorney-in-fact, for purposes of this Section 3, and for such Grantor and in its name, place and stead, with full power of substitution, and as fully and to the same extent and with the same effect as such Grantor can, might or could do under Applicable Law, to execute, deliver and file any such agreements, instruments, registrations and filings, and each Grantor hereby acknowledges and agrees that such power of attorney is irrevocable until all Obligations have been Paid in Full and all commitments of the Lender under the Loan Agreement have been terminated, coupled with an interest, durable and shall not be affected by the subsequent disability or incapacity of such Grantor.

4. Revision of Schedule A. Each Grantor authorizes Secured Party to modify this Agreement by amending Schedule A to include any new Intellectual Property Collateral that is disclosed to Secured Party by Grantors pursuant to Section 3 above or Section 7.15 of the Loan Agreement (to the extent the grant of a security interest therein is not prohibited by applicable law or governmental authority) without the necessity of any Grantor's approval of or signature to such amendment and Grantors shall do all such other acts (at their own expense) deemed reasonably necessary by Secured Party to implement or preserve Secured party's interests therein.

5. Remedies Upon Event of Default. Subject to the terms of the Intercreditor Agreement and the Loan Agreement, if any Event of Default (as defined in the Loan Agreement) shall have occurred and be continuing, Secured Party shall have, in addition to all other rights and remedies given by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any applicable jurisdiction and, without limiting the generality of the foregoing, Secured Party may, to the fullest extent permitted by Applicable Law, immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to any Grantor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, at a location reasonably convenient to Secured Party and Grantors, as determined in good faith by Secured Party, or elsewhere, all or from time to time any part of the Intellectual Property Collateral, or any interest which any Grantor may have therein, and after deducting from the proceeds of sale or other disposition of any part of the Intellectual Property Collateral all expenses payable by Grantors in accordance with the Loan Agreement (including all reasonable out-of-pocket expenses for broker's fees and legal services), shall apply the residue of such proceeds to the payment of the Secured Obligations. Notice of any sale or other disposition of any part of the Intellectual Property Collateral shall be given to any applicable Grantor at least ten (10) days before the time of any intended public or private sale or other disposition thereof is to be made, which Grantors hereby agree shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Secured Party may, to the extent permissible under Applicable Law, purchase the whole or any part of any of the Intellectual Property Collateral sold, free from any right of redemption on the part of any Grantor, which right is hereby waived and released. In addition to the foregoing, if any Event of Default has occurred and is continuing:

(a) Secured Party may, to the fullest extent permitted by Applicable Law, license, or sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any Copyrights, Patents or Trademarks included in the Intellectual Property Collateral throughout the world for such term or terms, on such conditions and in such manner as

Secured Party shall in its sole discretion determine (provided that the Trademark Licenses shall contain appropriate quality control provisions);

(b) subject to the terms of any Copyright Licenses, Patent Licenses and Trademark Licenses, Secured Party may (without assuming any obligations or liability thereunder), at any time and from time to time, in its sole discretion, enforce (and shall have the exclusive right to enforce) against any licensee or sublicensee all rights and remedies of any Grantor in, to and under any Copyright Licenses, Patent Licenses or Trademark Licenses and take or refrain from taking any action under any thereof, and, to the fullest extent permitted by Applicable Law, EACH GRANTOR HEREBY RELEASES SECURED PARTY AND THE LENDERS FROM, AND AGREES TO HOLD SECURED PARTY AND THE LENDERS FREE AND HARMLESS FROM AND AGAINST, ANY CLAIMS AND EXPENSES ARISING OUT OF ANY LAWFUL ACTION SO TAKEN OR OMITTED TO BE TAKEN WITH RESPECT THERETO; and

(c) upon request by Secured Party, Grantors will execute and deliver to Secured Party a power of attorney, in form and substance satisfactory to Secured Party, for the implementation of any lease, assignment, license, sublicense, grant of option, sale or other disposition of a Copyright, Patent or Trademark or any action related thereto. In the event of any such disposition pursuant to this Section 5, each Grantor shall supply its know-how and expertise relating to the manufacture and sale of the products bearing Trademarks or the products or services made or rendered in connection with Patents, and its customer lists and other records relating to such Patents or Trademarks and to the distribution of said products, to Secured Party.

6. Termination. It is contemplated by the parties that there may be times when no Secured Obligations are outstanding, but notwithstanding such occurrences, this Agreement shall remain valid and shall be in full force and effect as to subsequent outstanding Secured Obligations. Subject to the terms of the Loan Agreement, at such time as Grantors shall completely satisfy all of the Secured Obligations, the Loan Agreement shall be terminated and any commitment of the Lenders to extend credit to Grantors has been terminated, this Agreement shall terminate and Secured Party shall execute and deliver to Grantor, at Grantor's expense, all deeds, assignments, termination statements, and other instruments as may be necessary or proper to release Secured Party's security interest in and/or re-vest in Grantors full title to any part of the Intellectual Property Collateral, subject to any disposition thereof which may have been made by Secured Party pursuant hereto.

7. Protection of Intellectual Property Collateral. Each Grantor agrees to take, at its own expense, steps, in its reasonable business judgment, to (a) prosecute diligently any applications related to any of its Intellectual Property Collateral pending as of the date of this Agreement or thereafter, (b) defend and protect its Intellectual Property Collateral and its rights thereunder against any infringement, dilution or misappropriation, and (c) defend any action, suit or proceeding, or claim therein, or administrative or arbitral challenge that questions the validity or enforceability of its Intellectual Property Collateral, such Grantor's purported rights therein and thereunder or such Grantor's rights to register or patent the same or to use and practice the same in its business. Each Grantor will give Secured Party notice of any action, suit or proceeding or administrative or arbitral challenge in which such defense is being carried on. Except as permitted by the Loan Agreement, no Grantor shall, other than in its reasonable business judgment, abandon or dedicate to the public any of the Intellectual Property Collateral, nor do any act nor omit to do any act if such act or omission is of a character that tends to cause or contribute to the abandonment or dedication to the public of any part of the Intellectual Property Collateral or loss of or adverse

effect on any rights in any part of the Intellectual Property Collateral, without the consent of Secured Party, which consent shall not be unreasonably withheld.

8. Grantor's Right to Protect. Each Grantor shall have the right to bring any opposition proceedings, cancellation proceedings or other action, suit or proceedings in its own name to enforce or protect any part of its Intellectual Property Collateral, in which event Secured Party may, if necessary, be joined as a nominal party to such suit if Secured Party shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. **GRANTORS SHALL PROMPTLY, UPON DEMAND, REIMBURSE AND INDEMNIFY SECURED PARTY FOR ALL DAMAGES, COSTS AND EXPENSES, INCLUDING REASONABLE AND DOCUMENTED OUT-OF-POCKET ATTORNEYS' FEES FOR ONE OUTSIDE COUNSEL, INCURRED BY SECURED PARTY IN THE FULFILLMENT OF THE PROVISIONS OF THIS SECTION 8 IN ACCORDANCE WITH THE TERMS OF THE LOAN AGREEMENT.**

9. Secured Party's Rights to Take Action. If any Grantor fails to comply with any of its obligations hereunder after reasonable request by Secured Party made in writing and after giving effect to any applicable grace periods, Secured Party may do so in such Grantor's name or in Secured Party's name, but at Grantors' reasonable expense, and each Grantor hereby agrees to reimburse Secured Party in full for all reasonable expenses, including reasonable and documented out-of-pocket attorneys' fees for one outside counsel, incurred by Secured Party in protecting, defending and maintaining any of the Intellectual Property Collateral.

10. Effect on Other Loan Documents. This Agreement is a "Loan Document" as defined in the Loan Agreement and is supplemental to the Loan Agreement, and in no event shall this Agreement, or the recordation of this Agreement or any other documents in connection herewith with the United States Patent and Trademark Office, the United States Copyright Office, or any other government or public office or agency of the United States of America, adversely effect or impair, in any way or to any extent, the other Loan Documents, and the security interest of Secured Party in the Collateral (including the Intellectual Property Collateral) pursuant to the other Loan Documents. Any and all rights and interests of Secured Party in and to the Intellectual Property Collateral (and any and all obligations of Grantors with respect to the Intellectual Property Collateral) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of Secured Party (and the obligations of Grantors) in, to, or with respect to the Collateral (including Intellectual Property Collateral) provided in or arising under or in connection with the other Loan Documents. In the event of a conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall control. This Agreement shall be subject to, in all respects, the terms of the Intercreditor Agreement.

11. Preservation of Rights. No course of dealing between Grantors and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. Rights are Cumulative. All of Secured Party's rights and remedies with respect to any of the Intellectual Property Collateral, whether established hereby or by the Loan Agreement,

or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

13. Notices. Notices that are required to be delivered hereunder shall be sufficient if in writing and sent to the addresses set forth in the Loan Agreement, in the manner and within the time specified in the Loan Agreement.

14. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. Modification and Amendment. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 4.

16. Successors and Assigns. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties. Without limiting the generality of the foregoing, Secured Party and any Lender may (except as otherwise provided in the Loan Agreement) pledge, assign or otherwise transfer any or all of their respective rights under any or all of the Loan Documents (including this Agreement) to any other Person, and such other Person shall thereupon become vested with all of the benefits in respect thereof granted herein or otherwise. None of the rights or duties of Grantors hereunder may be assigned or otherwise transferred without the prior written consent of Secured Party except by operation of law in connection with a merger or consolidation permitted under the Loan Agreement.

17. Governing Law; Venue.

(a) This Agreement shall be governed and construed in accordance with the laws of the State of New York, without regard to its conflict of law principles.

(b) Any legal action, suit or proceeding with respect to this Agreement or the transactions contemplated hereby may be brought in the courts of the State of New York in the United States District Court for the Southern District of New York, and by execution and delivery of this Agreement, each Grantor and Secured Party consents to the non-exclusive jurisdiction of those courts. Each of Grantor and Secured Party irrevocably waives, to the fullest extent permitted by Applicable Law, any objection, including any objection to venue on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any such action or proceeding in such courts. Notwithstanding the foregoing, Secured Party shall have the right to bring any action, suit or proceeding against Grantor or its property in the courts of any other jurisdiction Lender deems necessary or appropriate in order to exercise remedies with respect to the Intellectual Property Collateral.

18. Waiver of Jury Trial. **EACH GRANTOR AND SECURED PARTY EACH IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ITS RESPECTIVE RIGHT TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY KIND BROUGHT**



**BY EITHER AGAINST THE OTHER, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE. GRANTOR AND SECURED PARTY EACH AGREES THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE PARTIES FURTHER AGREE THAT THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IS WAIVED, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BY OPERATION OF THIS SECTION 18 AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT OR ANY PROVISION HEREOF. THIS WAIVER SHALL, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT, UNLESS SPECIFICALLY SET FORTH THEREIN.**

19. [Reserved].

20. Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties hereby acknowledge and agree that facsimile or other electronically transmitted signatures of this Agreement shall have the same force and effect as original signatures.

21. No Oral Agreements. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten agreements between the parties.

22. Intercreditor Legend. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Secured Party pursuant to this Agreement and the exercise of certain rights or remedies by the Secured Party hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

23. Definitions. Terms used and not otherwise defined herein shall have the meaning given to such terms in the Loan Agreement. The following terms shall have the definitions set forth below:

“Copyright License” means any license or other agreement, whether now or hereafter in existence, under which a Grantor is granted or authorized any right to use, copy, reproduce, distribute, prepare derivative works, display or publish any records or other materials on which a Copyright is in existence or may come into existence, including, without limitation, the agreements identified in Schedule A attached hereto, as the same may be amended pursuant to Section 4.

“Copyrights” means all the following of any Grantor: (a) all copyrights under the laws of the United States or any other country (whether or not the underlying works of authorship have been published), whether now or hereafter in existence, and all registrations and recordings thereof, all intellectual property rights to works of authorship (whether or not published), and all application for copyrights under the laws of the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any State thereof or other country, or any

political subdivision thereof, including, without limitation, those described in Schedule A attached hereto, as the same may be amended pursuant to Section 4, (b) all reissues, renewals and extensions thereof, (c) all claims for, and rights to sue for, past or future infringements of any of the foregoing, and (d) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including, as the same may be amended pursuant to Section 4 damages and payments for past or future infringements thereof.

“Domain Names” means all domain names of a Grantor, whether now or hereafter in existence, including, without limitation, those described in Schedule A attached hereto, as the same may be amended pursuant to Section 4, and the goodwill of the business symbolized thereby or associated therewith, and all Accounts, accounts receivable, Instruments, General Intangibles and Payment Intangibles arising therefrom or related to the use thereof, and all right, title and interest in respect thereof.

“Intellectual Property Collateral” means any Copyrights, Copyright Licenses, Other Assets, Patents, Patent Licenses, Trademarks, and Trademark Licenses, but excluding all Excluded Property in the foregoing.

“Lender Parties” means, collectively, Secured Party and Lenders.

“Other Assets” means any other proprietary rights and intellectual property of Grantor, including without limitation, Domain Names, formulations, manufacturing procedures, quality control procedures and product specifications relating to any products sold under the Patents, Copyrights, or Trademarks.

“Patent License” means any license or other agreement, whether now or hereafter in existence, under which a Grantor is granted or authorized any right with respect to any Patent or any invention now or hereafter in existence, whether patentable or not, whether a patent or application for patent is in existence on such invention or not, including, without limitation, the agreements identified in Schedule A attached hereto.

“Patents” means all the following of any Grantor: (a) all letters patent and design letters patent of the United States or any other country, whether now or hereafter in existence, and all applications for letters patent and design letters patent of the United States or any other country, including applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or other country, or any political subdivision thereof, including, without limitation, those described in Schedule A attached hereto, (b) all reissues, divisions, continuations, continuations-in- part, renewals and extensions thereof, (c) all claims for, and rights to sue for, past or future infringements of any of the foregoing, and (d) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof.

“Secured Obligations” means all Obligations (as defined in the Loan Agreement) as and when due and payable under or in respect of the Loan Agreement and any of the other Loan Documents and all renewals, extensions, amendments, modifications, supplements or restatements of any of the foregoing.

“Trademark License” means any license or agreement, whether now or hereafter in existence, under which a Grantor is granted or authorized any right to use any Trademark, including, without limitation, the agreements identified on Schedule A attached hereto.

“Trademarks” means all of the following of any Grantor: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, brand names, trade dress, prints and labels on which any of the foregoing have appeared or appear, package and other designs, and any other source or business identifiers, and general intangibles of like nature, and the rights in any of the foregoing which arise under applicable law, whether now or hereafter in existence, (b) the goodwill of the business symbolized thereby or associated with each of them, (c) all registrations and applications in connection therewith, including registrations and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or other country, or any political subdivision thereof, including, without limitation, those described in Schedule A attached hereto, (d) all reissues, extensions and renewals thereof, (e) all claims for, and rights to sue for, past or future infringements of any of the foregoing, and (f) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Patent, Copyright and Trademark Security Agreement as of the date set forth above.

**GRANTORS:**

AEROSTRUCTURES ACQUISITION LLC

By: Christopher A. Lawler

Name: Christopher A. Lawler

Title: Vice-President and Secretary

VITRON ACQUISITION CORPORATION

By: Christopher A. Lawler

Name: Christopher A. Lawler

Title: Vice-President and Secretary

VITRON ACQUISITION LLC

By: Christopher A. Lawler

Name: Christopher A. Lawler

Title: Vice-President and Secretary

ATLAS AEROSPACE, LLC

By: Christopher A. Lawler

Name: Christopher A. Lawler

Title: Vice-President and Secretary

BRENNER AEROSTRUCTURES, LLC

By: Christopher A. Lawler

Name: Christopher A. Lawler

Title: Vice-President and Secretary

Signature Page to Patent, Copyright and Trademark Security Agreement

**SECURED PARTY:**

PNC BANK, NATIONAL ASSOCIATION, as  
Agent

By: 

Name: Diane M. Shaak

Title: Senior Vice President

**SCHEDULE A**  
**Intellectual Property Collateral**

**ISSUED PATENTS AND PENDING PATENT APPLICATIONS**

None.

**REGISTERED TRADEMARKS AND  
PENDING TRADEMARK APPLICATIONS**

<b><u>Grantor</u></b>	<b><u>Serial No.</u></b>	<b><u>Registration No.</u></b>	<b><u>Registration Date</u></b>	<b><u>Mark</u></b>
Aerostructures Acquisition LLC	77901543	3945522	April 12, 2011	The Atlas Group

Trademark Licenses

None.

**COPYRIGHT REGISTRATIONS AND  
PENDING COPYRIGHT APPLICATIONS**

None.



## DOMAIN NAMES

<u>Grantor</u>	<u>Domain Name</u>
Vitron Acquisition, LLC	http://vitron.net
Atlas Aerospace, LLC	www.wasi.biz www.pmcwichita.com www.theatlasgroup.biz www.atlas-aerospace.com
Brenner Aerostructures, LLC	www.BrennerAero.com

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