

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM468556

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aerostructures Acquisition LLC		05/08/2015	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Newstar Financial, Inc.		
Street Address:	500 Boylston Street, Suite 1200		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3945522	THE ATLAS GROUP	
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:	18876.015058		
NAME OF SUBMITTER:	Sally Sexton		
SIGNATURE:	/sallysexton/		
DATE SIGNED:	04/04/2018		
Total Attachments: 5			
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OP \$40.00 3945522

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 8, 2015, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Newstar Financial, Inc. (“Newstar”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement of even date herewith (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), among Atlas Aerospace LLC, a Delaware limited liability company (“Atlas”), Brenner Aerostructures, LLC, a Pennsylvania limited liability company (“Brenner”), Vitron Acquisition Corporation, a Delaware corporation (“Vitron Corp.”), and Vitron Acquisition LLC, a Delaware limited liability company (“Vitron LLC” and together with Atlas, Brenner and Vitron Corp., individually and collectively, the “Borrowers”), Aerostructures Acquisition LLC, a Delaware limited liability company (“Holdings”), the financial institutions or other entities from time to time party thereto as Lenders, Newstar, as Agent, and GSO / Blackstone Debt Funds Management LLC, as Manager, the Lenders have agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Borrowers and Holdings (each, individually, a “Guarantor” and collectively the “Guarantors”) have agreed, pursuant to the Guaranty of even date herewith (as the same may be amended, restated, supplemented, or otherwise modified from time to time) in favor of the Agent, to guarantee the Obligations (as defined in the Credit Agreement); and

WHEREAS, pursuant to the terms of the Security Agreement of even date herewith (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the “Security Agreement”), the Guarantors and Borrowers (collectively, the “Debtors”) have granted to the Agent, for the benefit of Lenders, a security interest in substantially all of the assets of each Debtor and each Grantor, as a Debtor, is required to execute and deliver this Trademark Security Agreement;

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

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. 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 Obligations of the Debtors, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the 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 Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks including, without limitation, those referred to on Schedule 1 hereto but excluding any Trademarks which would constitute Excluded Property;
- (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.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. 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 its Trademarks subject to a security interest hereunder.

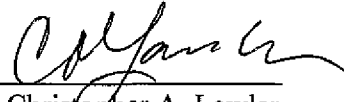
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. 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, 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.

AEROSTRUCTURES ACQUISITION LLC,
as Grantor

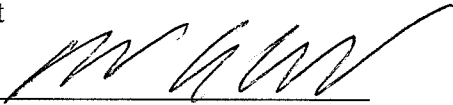
By: 
Name: Christopher A. Lawler
Title: Vice President and Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006357 FRAME: 0174

ACCEPTED AND AGREED
as of the date first above written:

NEWSTAR FINANCIAL, INC.,
as Agent

By: 

Name:

Title:

Robert Hornstein
Managing Director
NewStar Financial, Inc.

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006357 FRAME: 0175

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

A. ISSUED TRADEMARKS

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

B. TRADEMARK APPLICATIONS

None.