

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM546520

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MRO Corporation		10/24/2019	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	MidCap Financial Trust, as Collateral Agent		
Street Address:	7255 Woodmont Avenue		
Internal Address:	Suite 200		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Statutory Trust: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4113253	ROI ONLINE	
Registration Number:	5599523	ROI ONLINE	
Registration Number:	2736685	MRO	
Registration Number:	2718273	CHART ONLINE	
Registration Number:	2915053	ROI LOG	
Registration Number:	4288145	AUDITRENDS	
Registration Number:	4476815	IDENTISCAN	
Registration Number:	4581812	MRODIRECT	
Registration Number:	4681194	MROELINK	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	312/876-7628		
Email:	linda.kastner@lw.com		
Correspondent Name:	Linda R. Kastner, c/o Latham & Watkins		
Address Line 1:	330 N. Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		

OP \$240.00 4113253

NAME OF SUBMITTER:	Linda Kastner
SIGNATURE:	/lk/
DATE SIGNED:	10/24/2019
Total Attachments: 6 source=MRO - Trademark Security Agreement [Executed]_111450049_1_0#page1.tif source=MRO - Trademark Security Agreement [Executed]_111450049_1_0#page2.tif source=MRO - Trademark Security Agreement [Executed]_111450049_1_0#page3.tif source=MRO - Trademark Security Agreement [Executed]_111450049_1_0#page4.tif source=MRO - Trademark Security Agreement [Executed]_111450049_1_0#page5.tif source=MRO - Trademark Security Agreement [Executed]_111450049_1_0#page6.tif	

**SHORT FORM
TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT, dated as of October 24, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of MidCap Financial Trust, a Delaware statutory trust (“MidCap”), as Collateral Agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement (as defined below) and the Security Agreement referred to therein.

WHEREAS, Aegis Acquisition Merger Sub Corp., a Delaware corporation (“Merger Sub” or the “Initial Borrower”), upon and immediately following the consummation of the Acquisition, MRO Parent Corporation, a Delaware corporation (the “Company”), as the surviving entity after giving effect to the Acquisition (in such capacity, the “Borrower”), Aegis Buyer Corp., a Delaware corporation (“Holdings”), MidCap Financial Trust, a Delaware statutory trust, as Administrative Agent and Collateral Agent, each other L/C Issuer and each Lender from time to time party thereto have entered into the Credit Agreement, dated as of October 24, 2019 (the “Closing Date”) (as amended, restated, amended and restated, extended, replaced, refinanced, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to enter into agreements in respect of Cash Management Obligations upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement, dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit and certain other Secured Parties to make other financial accommodations to the Borrower and the Restricted Subsidiaries.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”), in each case, other than Excluded Property:

- (a) all Trademarks, including the registered and pending Trademarks in the United States Patent and Trademark Office that are set forth in Schedule A hereto (excluding any Excluded Property);
- (b) all Proceeds and products of the foregoing; and
- (c) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks, or unfair competition regarding the same.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Grantor.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by each Grantor party hereto for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic transmission (including “.pdf” or “.tif” files) shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. The provisions of Section 6.09(b) of the Security Agreement are incorporated herein, mutatis mutandis.

SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. Conflicts; Acceptable Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Liens and Security Interest granted to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of any Acceptable Intercreditor Agreement. In the event of any conflict between the terms of any Acceptable Intercreditor Agreement and this Trademark Security Agreement, the terms of such Acceptable Intercreditor Agreement shall govern and control.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

MRO CORPORATION,

as Grantor

By: 

Name: Peter Schmitt

Title: President and Chief Financial Officer

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 006778 FRAME: 0664

MIDCAP FINANCIAL TRUST, as Collateral
Agent

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: 
Name: Maurice Amsellem
Title: Authorized Signatory

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Trademark	Application Number	Filing Date	Registration Number	Issue Date	Owner
ROI ONLINE	85/286,689	04/05/2011	4113253	03/13/2012	MRO Corporation
	Filed on the Supplemental Register				
	87/810,597	2/26/2018	5,599,523	11/6/2018	MRO Corporation
	Filed on the Principal Register				
MRO	78/115,818	03/19/2002	2736685	07/15/2003	MRO Corporation
CHART ONLINE	78/115,862 Filed on the Supplemental Register	03/19/2002	2718273	05/20/2003	MRO Corporation
ROI LOG	78/115,880	03/19/2002	2915053	12/28/2004	MRO Corporation
AUDITRENDS	85/589,354	04/04/2012	4288145	2/12/2013	MRO Corporation
IDENTISCAN	85/741,413	9/28/2012	4476815	2/4/2014	MRO Corporation
MRODIRECT	86/074,291	9/25/2013	4581812	8/5/2014	MRO Corporation

MROeLink	86/300,638	6/5/2014	4681194	2/3/2015	MRO Corporation
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