

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM556909

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement (Notes)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Haas Group International, LLC		01/09/2020	Limited Liability Company: PENNSYLVANIA
Pattonair USA, Inc.		01/09/2020	Corporation: TEXAS
Uniseal, Inc.		01/09/2020	Corporation: CALIFORNIA
Wesco Aircraft Hardware Corp.		01/09/2020	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	The Bank of New York Mellon Trust Company, N.A., as Notes Collateral Agent
Street Address:	2 N. LaSalle Street, Suite 700
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60602
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	5029735	HAAS GROUP INTERNATIONAL
Registration Number:	2421655	HAASTRAC
Registration Number:	2609886	HAZTRACK
Registration Number:	3003870	MAX COM
Registration Number:	5264279	TCMIS
Registration Number:	5264278	TCMIS TOTAL CHEMICAL MANAGEMENT
Registration Number:	2279133	AB
Registration Number:	3885100	UNISEAL
Registration Number:	2748085	SOUNSECURE
Registration Number:	2254025	UNIBRACE
Registration Number:	1521405	UNISEAL
Registration Number:	2539348	UNISEAL
Registration Number:	3647056	WA
Registration Number:	3924966	WA

OP \$515.00 5029735

Property Type	Number	Word Mark
Registration Number:	5111215	WA
Registration Number:	4372149	WA WESCO AIRCRAFT
Registration Number:	4795365	WESCO AIR
Registration Number:	2521481	WESCO AIRCRAFT
Registration Number:	3924965	WESCO AIRCRAFT
Registration Number:	5111216	WESCO AIRCRAFT

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	01/10/2020

Total Attachments: 7
source=a59. Wolverine - Haas et al.BNYM Trademark Security Agreement Notes#page1.tif
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. Haas Group International, LLC
Limited Liability Company - Pennsylvania, USA
- 2. Pattonair USA, Inc.
Corporation - Texas, USA
- 3. Uniseal, Inc.
Corporation - California, USA
- 4. Wesco Aircraft Hardware Corp.
Corporation - California, USA

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: The Bank of New York Mellon Trust Company, N.A.,
as Notes Collateral Agent

Street Address: 2 N. LaSalle Street, Suite 700

City: Chicago

State: IL

Country: USA

Zip: 60602

Individual(s) Citizenship _____

Association Citizenship _____

Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship _____

Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) January 9, 2020

Assignment

Merger

Security Agreement

Change of Name

Other Security Agreement (Notes)

No

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

see attached Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Doris Ka, Senior Paralegal (IP)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: 08061.1814 (Notes)

Email Address: dka@cahill.com

6. Total number of applications and registrations involved:

20

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

Authorized to be charged to deposit account

Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

January 9, 2020

Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

NOTES TRADEMARK SECURITY AGREEMENT

NOTES TRADEMARK SECURITY AGREEMENT, dated as of January 9, 2020, made by each of the undersigned grantors (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., in its capacity as Notes Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Grantors are party to that certain Notes Security Agreement, dated as of January 9, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Notes Collateral Agent pursuant to which the Grantors are required to execute and deliver this Notes Trademark Security Agreement (this “Trademark Security Agreement”); and

WHEREAS, Wesco Aircraft Holdings, Inc., a Delaware corporation (the “Issuer”), the other Grantors, the Notes Collateral Agent and The Bank of New York Mellon Trust Company, N.A., as trustee, are party to (i) that certain indenture, dated as of November 27, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “2026 Secured Notes Indenture”), pursuant to which the Issuer has issued \$900,000,000 aggregate principal amount of its 9.00% Senior Secured Notes due 2026 and (ii) that certain indenture, dated as of November 27, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “2024 Secured Notes Indenture” and, together with the 2026 Secured Notes Indenture, the “Indentures”), pursuant to which the Issuer has issued \$650,000,000 aggregate principal amount of its 8.50% Senior Secured Notes due 2024;

NOW, THEREFORE, in consideration of the premises, the Grantors hereby agree with the Notes Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Notes Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor:

(a) Marks of such Grantor listed on Schedule I attached hereto (in no event shall Collateral include any application for registration of a trademark filed with the United States Patent and Trademark Office (“PTO”) on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the PTO);

(b) all goodwill associated with such Marks (other than Excluded Collateral);
and

(c) all Proceeds of any and all of the foregoing.

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 Notes Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Notes Collateral Agent with respect to the security interest in the Marks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the occurrence of the Termination Date, the Notes Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Marks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

SECTION 7. Intercreditor Agreements. This Trademark Security Agreement is subject to the terms and conditions set forth in the Intercreditor Agreements in all respects and, in the event of any conflict between the terms of any Intercreditor Agreement and this Trademark Security Agreement, the terms of such Intercreditor Agreement shall govern.

SECTION 8. Concerning the Notes Collateral Agent. The Bank of New York Mellon Trust Company, N.A. is entering into this Trademark Security Agreement solely in its capacity as Notes Collateral Agent under the Indentures and shall be entitled to all of the rights, privileges and immunities granted to the Notes Collateral Agent under the Indentures as if such rights, privileges and immunities were set forth herein. The recitals contained herein shall be taken as the statements of the Grantors hereto and the Notes Collateral Agent assumes no responsibility for their correctness. The Notes Collateral Agent makes no representation as to the validity or sufficiency of this Trademark Security Agreement.

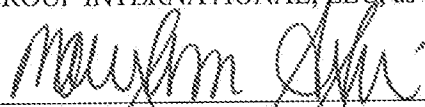
[Signature Pages Follow]

IN WITNESS WHEREOF, each 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.

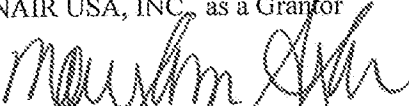
Very truly yours,

GRANTORS

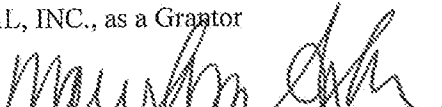
HAAS GROUP INTERNATIONAL, LLC, as a Grantor

By: 
Name: Mary Ann Sigler
Title: Vice President and Treasurer


PATTONAIR USA, INC, as a Grantor

By: 
Name: Mary Ann Sigler
Title: Vice President and Treasurer

UNISEAL, INC., as a Grantor

By: 
Name: Mary Ann Sigler
Title: Vice President and Treasurer

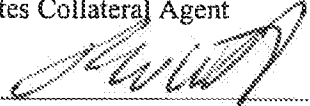
WESCO AIRCRAFT HARDWARE CORP. as a Grantor

By: 
Name: Mary Ann Sigler
Title: Vice President and Treasurer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed to:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Notes Collateral Agent

By: 
Name: **ROBERT W. HARDY**
Title: VICE PRESIDENT

[Signature Page to Trademark Security Agreement]

SCHEDULE I
to

NOTES TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	Haas Group International, LLC	HAAS GROUP INTERNATIONAL & Design	86643461	05/28/2015	5029735	08/30/2016
2.	Haas Group International, LLC	HAASTRAC	75292046	05/14/1997	2421655	01/16/2001
3.	Haas Group International, LLC	HAZTRACK	78042092	01/08/2001	2609886	08/20/2002
4.	Haas Group International, LLC	MAX COM & Design	78382377	03/11/2004	3003870	10/04/2005
5.	Haas Group International, LLC	TCMIS	87265279	12/12/2016	5264279	08/15/2017
6.	Haas Group International, LLC	TCMIS TOTAL CHEMICAL MANAGEMENT & Design	87265274	12/12/2016	5264278	08/15/2017
7.	Pattonair USA, Inc.	AB	75497271	06/05/1998	2279133	09/21/1999
8.	Pattonair USA, Inc.	UNISEAL	77876763	11/19/2009	3885100	12/07/2010
9.	Uniseal, Inc.	SOUNSECURE	76245967	04/24/2001	2748085	08/05/2003
10.	Uniseal, Inc.	UNIBRACE	75208473	12/05/1996	2254025	06/15/1999
11.	Uniseal, Inc.	UNISEAL	73635963	12/18/1986	1521405	01/24/1989

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
12.	Uniseal, Inc.	UNISEAL & Design	76020048	04/06/2000	2539348	02/19/2002
13.	Wesco Aircraft Hardware Corp.	WA & Design	77628618	12/08/2008	3647056	06/30/2009
14.	Wesco Aircraft Hardware Corp.	WA & Design	85009341	04/08/2010	3924966	03/01/2011
15.	Wesco Aircraft Hardware Corp.	WA & Design	86904702	02/11/2016	5111215	12/27/2016
16.	Wesco Aircraft Hardware Corp.	WA WESCO AIRCRAFT & Design	85798792	12/10/2012	4372149	07/23/2013
17.	Wesco Aircraft Hardware Corp.	WESCO AIR	86976279	03/19/2014	4795365	08/18/2015
18.	Wesco Aircraft Hardware Corp.	WESCO AIRCRAFT	75464972	04/09/1998	2521481	12/25/2001
19.	Wesco Aircraft Hardware Corp.	WESCO AIRCRAFT	85009312	04/08/2010	3924965	03/01/2011
20.	Wesco Aircraft Hardware Corp.	WESCO AIRCRAFT	86904708	02/11/2016	5111216	12/27/2016

Trademark Applications:

None.