

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM543803

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TRIUMPH CONTROLS, LLC		09/23/2019	Limited Liability Company: DELAWARE
TRIUMPH GROUP, INC.		09/23/2019	Corporation: DELAWARE
TRIUMPH INSULATION SYSTEMS, LLC		09/23/2019	Limited Liability Company: NEVADA
TRIUMPH THERMAL SYSTEMS - MARYLAND, INC.		09/23/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. BANK NATIONAL ASSOCIATION, AS COLLATERAL AGENT
Street Address:	100 WALL STREET
Internal Address:	SUITE 600
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	1441798	RMVA
Registration Number:	1688938	RVVO
Registration Number:	2752525	ACCU-ROLL
Registration Number:	2752527	ACCU-MET
Registration Number:	2952601	CONTINUOUS LOOP RMVA
Registration Number:	4427807	T
Registration Number:	4706824	TRIUMPH AEROSTRUCTURES - VOUGHT AIRCRAFT
Registration Number:	2519982	TRIUMPH GROUP, INC.
Registration Number:	2623911	
Registration Number:	1246367	INSULFAB
Registration Number:	3507219	FAIRCHILD CONTROLS CORPORATION
Registration Number:	4519306	
Registration Number:	4597909	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4637705	FAIRCHILD CONTROLS
Registration Number:	4637706	FAIRCHILD

CORRESPONDENCE DATA

Fax Number: 2124552502
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: (212)455-3346
Email: ksolomon@stblaw.com
Correspondent Name: MELANIE JOLSON, ESQ.
Address Line 1: SIMPSON THACHER & BARTLETT LLP
Address Line 2: 425 LEXINGTON AVENUE
Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509335/2821
NAME OF SUBMITTER:	MELANIE JOLSON
SIGNATURE:	/MJ/
DATE SIGNED:	10/03/2019

Total Attachments: 8

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of September 23, 2019 is made by the undersigned (each a “Grantor” and collectively, the “Grantors”), in favor of U.S. BANK NATIONAL ASSOCIATION, as collateral agent (the “Agent”) for the Secured Parties (as defined below), in connection with the Security Agreement, dated as of September 23, 2019 (as amended, supplemented or otherwise modified from time to time, the “Security Agreement”), among TRIUMPH GROUP, INC. (the “Company”), each of its Subsidiaries (as defined therein) signatories thereto and the Agent.

W I T N E S S E T H:

WHEREAS, the Company and each of the other guarantors party thereto entered into the Indenture dated as of September 23, 2019 with the Agent as trustee and collateral agent, pursuant to which the Company is issuing, and may from time to time issue, 6.250% Senior Secured Notes due 2024 (the “Notes”) upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Security Agreement, each Grantor pledged and granted to the Agent for the benefit of the Agent and the other Secured Parties a continuing security interest in all U.S. Intellectual Property, all U.S. Intellectual Property agreements, and all Foreign Intellectual Property for which filings or other actions outside the United States are not required for perfection of the security interest granted, including the Patents; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, each Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement.

Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of such Grantor’s right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the “Collateral”), to the Agent for the benefit of the Agent and the other Secured Parties.

Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in

connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Indenture and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

TRIUMPH CONTROLS, LLC

By: 

Name: James E. McCabe, Jr.

Title: Vice President & Treasurer

[Signature page to IP Security Agreement]

TRADEMARK
REEL: 006844 FRAME: 0173

TRIUMPH GROUP, INC.

By: 


Name: James F. McCabe, Jr.

Title: Senior Vice President & Chief Financial Officer

[Signature page to IP Security Agreement]

TRADEMARK
REEL: 006844 FRAME: 0174

TRIUMPH INSULATION SYSTEMS, LLC

By: 
Name: James F. McCabe, Jr.
Title: Vice President & Treasurer

[Signature page to IP Security Agreement]

TRIUMPH THERMAL SYSTEMS – MARYLAND, INC.

By: 

Name: James F. McCabe, Jr.

Title: Vice President & Treasurer

[Signature page to IP Security Agreement]

TRADEMARK
REEL: 006844 FRAME: 0176

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

TRIUMPH CONTROLS, LLC
TRIUMPH GROUP, INC.
TRIUMPH INSULATION SYSTEMS, LLC
TRIUMPH THERMAL SYSTEMS, INC.
TRIUMPH THERMAL SYSTEMS - MARYLAND, INC.

By: _____
Name:
Title:

U.S. BANK, NATIONAL ASSOCIATION as Collateral Agent
for the Secured Parties

By:  _____
Name: **George J. Rayzis**
Title: **Vice President**

Schedule A

U.S. Trademark Registrations and Applications

Mark	Reg. No.	App. No.	Owner
1. RMVA	1,441,798	73615219	Triumph Controls, LLC
2. RVVO	1,688,938	74157290	Triumph Controls, LLC
3. ACCU-ROLL	2,752,525	76452347	Triumph Controls, LLC
4. ACCU-MET	2,752,527	76452368	Triumph Controls, LLC
5. CONTINUOUS LOOP RMVA	2,952,601	76502630	Triumph Controls, LLC
6. T	4,427,807	85734819	Triumph Group, Inc.
7. TRIUMPH AEROSTRUCTURES - VOUGHT AIRCRAFT DIVISION	4,706,824	86235100	Triumph Group, Inc.
8. TRIUMPH GROUP, INC.	2,519,982	76227154	Triumph Group, Inc.
9. [Design Only]	2,623,911	76227351	Triumph Group, Inc.
10. INSULFAB	1,246,367	73272072	Triumph Insulation Systems, LLC
11. FAIRCHILD CONTROLS CORPORATION	3,507,219	77247225	Triumph Thermal Systems - Maryland, Inc.
12. [Design Only]	4,519,306	85981345	Triumph Thermal Systems - Maryland, Inc.
13. [Design Only]	4,597,909	85791802	Triumph Thermal Systems - Maryland, Inc.
14. FAIRCHILD CONTROLS	4,637,705	85791816	Triumph Thermal Systems - Maryland, Inc.
15. FAIRCHILD	4,637,706	85791825	Triumph Thermal Systems - Maryland, Inc.