

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM592645

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		08/17/2020	Limited Liability Company: DELAWARE
TRIUMPH GROUP, INC.		08/17/2020	Corporation: DELAWARE
TRIUMPH THERMAL SYSTEMS - MARYLAND, INC.		08/17/2020	Corporation: DELAWARE
TRIUMPH INSULATION SYSTEMS, LLC		08/17/2020	Limited Liability Company: NEVADA

RECEIVING PARTY DATA

Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION
Street Address:	50 SOUTH SIXTH STREET
Internal Address:	SUITE 1290
City:	MINNEAPOLIS
State/Country:	MINNESOTA
Postal Code:	55042
Entity Type:	NATIONAL ASSOCIATION: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	4706824	TRIUMPH AEROSTRUCTURES - VOUGHT AIRCRAFT
Registration Number:	4427807	T
Registration Number:	2623911	
Registration Number:	2519982	TRIUMPH GROUP, INC.
Registration Number:	2952601	CONTINUOUS LOOP RMVA
Registration Number:	2752527	ACCU-MET
Registration Number:	2752525	ACCU-ROLL
Registration Number:	1688938	RVVO
Registration Number:	1441798	RMVA
Registration Number:	1246367	INSULFAB
Registration Number:	4637706	FAIRCHILD
Registration Number:	4637705	FAIRCHILD CONTROLS
Registration Number:	3507219	FAIRCHILD CONTROLS CORPORATION

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4519306	
Registration Number:	4597909	

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:	509335/3003
NAME OF SUBMITTER:	MELANIE JOLSON
SIGNATURE:	/MJ/
DATE SIGNED:	08/18/2020

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 August 17, 2020 is made by the undersigned (each a “Grantor” and collectively, the “Grantors”), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as collateral trustee (the “Collateral Trustee”) for the Secured Parties (as defined below), in connection with the Security Agreement, dated as of August 17, 2020 (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 Collateral Trustee.

WITNESSETH:

WHEREAS, the Company and each of the other guarantors party thereto entered into the Indenture dated as of August 17, 2020 (the “Indenture”) with U.S. Bank National Association as trustee (the “Indenture Trustee”), pursuant to which the Company is issuing, and may from time to time issue, 8.875% Senior Secured First Lien Notes due 2024 upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Indenture and the incurrence or issuance of any Additional Secured Debt (as defined in the Collateral Trust Agreement), the Grantors have entered into (a) the Security Agreement and (b) the Collateral Trust Agreement dated as of August 17, 2020 (as amended, supplemented or otherwise modified from time to time, the “Collateral Trust Agreement”) with the Collateral Trustee and the Indenture Trustee;

WHEREAS, pursuant to the Security Agreement, each Grantor pledged and granted to the Collateral Trustee for the benefit of the Collateral Trustee 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, including the Trademarks; 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 Collateral Trustee and the Secured Parties, as follows:

1. 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.
2. 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 a Secured Debt Default (as defined in the Collateral Trust Agreement) 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 Collateral Trustee and the other Secured Parties.

3. 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.

4. 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 Secured Debt Documents (as defined in the Collateral Trust Agreement) 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.

5. 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.

[Signature page follows.]

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 THERMAL SYSTEMS --
MARYLAND, INC.

By: 

Name: James F. McCabe, Jr.

Title: Senior Vice President and
Chief Financial Officer

TRIUMPH INSULATION SYSTEMS, LLC

By: 


Name: James F. McCabe, Jr.

Title: Vice President & Treasurer

[Signature page to IP Security Agreement]

TRADEMARK
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WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Collateral Trustee for the
Secured Parties

By: 
Name: Jane Schweiger
Title: Vice President



[Signature page to IP Security Agreement]


TRADEMARK
REEL: 007027 FRAME: 0473

Schedule A
U.S. Trademark Registrations and Applications

MARK	OWNER	APP. NO.	FILED	REG. NO.	REG. DATE	STATUS
TRIUMPH AEROSTRUCTURES - VOUGHT AIRCRAFT DIVISION	Triumph Group, Inc.	86235100	3/28/2014	4706824	3/24/2015	Registered
T (Design) 	Triumph Group, Inc.	85734819	9/21/2012	4427807	11/5/2013	Registered
T (Design) 	Triumph Group, Inc.	76227351	3/20/2001	2623911	9/24/2002	Registered
TRIUMPH GROUP, INC.	Triumph Group, Inc.	76227154	3/20/2001	2519982	12/18/2001	Registered

MARK	OWNER	APP. NO.	FILED	REG. NO.	REG. DATE	STATUS
CONTINUOUS LOOP RMVA	Triumph Controls, LLC	76502630	4/1/2003	2952601	5/17/2005	Registered
ACCU-MET	Triumph Controls, LLC	76452368	9/24/2002	2752527	8/19/2003	Registered
ACCU-ROLL	Triumph Controls, LLC	76452347	9/24/2002	2752525	8/19/2003	Registered
RVVO	Triumph Controls, LLC	74157290	4/15/1991	1688938	5/26/1992	Registered
RMVA	Triumph Controls, LLC	73615219	8/18/1986	1441798	6/9/1987	Registered
INSULFAB	Triumph Insulation Systems, LLC	73272072	7/28/1980	1246367	7/26/1983	Registered

MARK	OWNER	APP. NO.	FILED	REG. NO.	REG. DATE	STATUS
 FAIRCHILD	Triumph Thermal Systems — Maryland, Inc.	85791825	11/30/2012	4637706	11/11/2014	Registered
 FAIRCHILD <small>CONTROLS</small>	Triumph Thermal Systems — Maryland, Inc.	85791816	11/30/2012	4637705	11/11/2014	Registered
FAIRCHILD CONTROLS & Design	Triumph Thermal Systems — Maryland, Inc.	77247225	8/3/2007	3507219	9/30/2008	Registered
FAIRCHILD CONTROLS CORPORATION	Triumph Thermal Systems — Maryland, Inc.	85981345	11/30/2012	4519306	4/22/2014	Registered
Winged Horse Design						

MARK	Winged Horse Design 	OWNER	Triumph Thermal Systems — Maryland, Inc.	APP. NO.	85791802	FILED	11/30/2012	REG. NO.	4597909	REG. DATE	9/2/2014	STATUS	Registered
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RECORDED: 08/18/2020