

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM626200

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SOUTHERN AIR SYSTEMS, INC.		02/12/2021	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Truist Bank, as Administrative Agent		
Street Address:	245 Peachtree Center Ave. NE		
Internal Address:	17th Floor, Mail Code: GA-Atlanta-3707		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30303		
Entity Type:	Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5930002	SOUTHERN AIR SYSTEMS	
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>			
Phone:	4045723401		
Email:	ssheesley@kslaw.com		
Correspondent Name:	Steven Sheesley		
Address Line 1:	1180 Peachtree Street NE		
Address Line 2:	King & Spalding LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	52990.515139		
NAME OF SUBMITTER:	Steven Sheesley		
SIGNATURE:	//Steven Sheesley//		
DATE SIGNED:	02/12/2021		
Total Attachments: 5			
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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 12, 2021 (this "Security Agreement"), is made by SOUTHERN AIR SYSTEMS, INC., a Florida corporation (the "Grantor"), in favor of TRUIST BANK, successor by merger to SunTrust Bank, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, META SPECIAL AEROSPACE LLC, an Oklahoma limited liability company (the "Borrower"), META SPECIAL AEROSPACE HOLDINGS 2 LLC, a Delaware limited liability company ("MSAH2"), META ADVANCED SIGNALS LLC, a New York limited liability company ("MAS"), and together with MSAH2, the "Additional Borrowers" and the Additional Borrowers collectively with the Borrower, the "Borrowers", META AEROSPACE HOLDINGS 1 LLC, a Delaware limited liability company ("Holdings"), the Lenders (as defined therein) from time to time party thereto, the Noteholders (as defined therein) from time to time party thereto, and the Administrative Agent have entered into a Revolving Credit and Term Loan Agreement, dated as of November 16, 2017 (as amended by that certain First Amendment to Revolving Credit and Term Loan Agreement, dated as of May 25, 2018, that certain Second Amendment to Revolving Credit and Term Loan Agreement, dated as of December 14, 2018, that certain Third Amendment to Revolving Credit and Term Loan Agreement, dated as of June 10, 2019, that certain Fourth Amendment to Revolving Credit and Term Loan Agreement, dated as of December 18, 2019, that certain Fifth Amendment to Revolving Credit and Term Loan Agreement, dated as of December 31, 2020, and as may be further amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, Holdings and certain of its Subsidiaries, including the Grantor, have entered into the Guaranty and Security Agreement, dated as of November 16, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

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

Section 2 **Grant of Security Interest in Trademark Collateral**. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby pledges, assigns and transfers to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral"):

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) 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 Guaranty and Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

Section 4 Representation and Warranty. Schedule I correctly sets forth all applied for and federally registered Trademark and exclusive Trademark Licenses owned by such Grantor in its own name as of the date hereof.

Section 5 Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

Section 6 Counterparts. This 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 7 Governing Law. This 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.

IN WITNESS WHEREOF, the 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.

SOUTHERN AIR SYSTEMS, INC.

DocuSigned by:
Joseph W. Hagin
By: _____
Name: Joseph W. Hagin
Title: Authorized Person

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

TRUIST BANK, as Administrative Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the 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.


SOUTHERN AIR SYSTEMS, INC.

By: _____
Name: Joseph W. Hagin
Title: Authorized Person

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

TRUIST BANK, as Administrative Agent

By:  _____
Name: Thomas Parrott
Title: Managing Director

Trademarks and Trademark Licenses

I. REGISTERED TRADEMARKS

Grantor	Trademark	Jurisdiction	Registration/ Serial Number	Registration/ Filing Date
Southern Air Systems, Inc.	Southern Air Systems	Federal	Reg. No. 5930002	12/10/2019

II. TRADEMARK APPLICATIONS

None.