

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM637632

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UNIVERSAL TURBINE PARTS, LLC		04/05/2021	Limited Liability Company: DELAWARE
B.V. AVIATION, LLC		04/05/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SIENA LENDING GROUP LLC		
Street Address:	9 W Broad Street		
Internal Address:	5th Floor		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06902		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5770079	BVA	
Registration Number:	5208333	U T P	
Registration Number:	5357717	UNIVERSAL TURBINE PARTS	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	2155695619		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye		
Address Line 1:	Blank Rome LLP, One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	140690-01116		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
SIGNATURE:	/Timothy D. Pecsénye/		

OP \$90.00 5770079

DATE SIGNED:	04/07/2021
Total Attachments: 5 source=AR Intellectual Property Security Agreement#page1.tif source=AR Intellectual Property Security Agreement#page2.tif source=AR Intellectual Property Security Agreement#page3.tif source=AR Intellectual Property Security Agreement#page4.tif source=AR Intellectual Property Security Agreement#page5.tif	

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") dated as of April 5, 2021 by UNIVERSAL TURBINE PARTS, LLC, a Delaware limited liability company ("Universal") and B.V. AVIATION, LLC a Delaware limited liability company ("B.V. Aviation", and together with Universal, collectively, the "Grantors", and each a "Grantor") in favor of SIENA LENDING GROUP LLC, as administrative agent for the Lenders (together with its successors and assigns, "*Administrative Agent*");

W I T N E S S E T H

WHEREAS, each Grantor, certain of Grantors' affiliates, Administrative Agent, Prospect Capital Corporation, as term loan agent for the Lenders, and the financial institutions party to the Loan Agreement (as defined below) from time to time as lenders (the "Lenders") are parties to a certain Amended and Restated Loan and Security Agreement as of even date herewith (as the same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrowers by Lenders; and

WHEREAS, each Grantor has granted to Administrative Agent a security interest in substantially all of the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights, and patents, together with the goodwill of the business symbolized by such Grantor's trademarks, patents and copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by such Grantor under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Obligations, each Grantor hereby grants to Administrative Agent a continuing security interest in such Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, patent and copyright registration or application for registration that is listed on Schedule 1 annexed hereto, (such registrations and applications for trademarks, patents and copyrights, the "Trademarks", "Patents" and "Copyrights") together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Patent and Copyright; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or patent, or (b) injury to the goodwill associated with any Trademark.

3. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK WITHOUT

REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW). FURTHER, THE LAW OF THE STATE OF NEW YORK SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW).

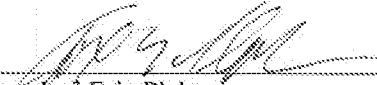
4. Notices. Any notice required or permitted to be given under this Security Agreement shall be sent in accordance with Section 10.1 of the Loan Agreement.

5. Amendment and Restatement. This Agreement amends, restates and replaces but that certain Trademark Security Agreement, dated as of October 10, 2016, and filed with the United States Patent and Trademark Office on October 13, 2016 at reel/frame 005899/0877, by Grantors in favor of Assignee, for the benefit of Agent and Lenders (as assignee of PNC Bank, National Association) (the “Existing Agreement”), but does not extinguish the obligations outstanding under the Existing Agreement or otherwise discharge or release Grantors from their obligations arising thereunder or the liens created thereby. Nothing herein contained shall be construed as a substitution or novation of the obligations outstanding under the Existing Agreement, which shall remain in full force and effect, except as expressly modified hereby or by instruments executed concurrently herewith.

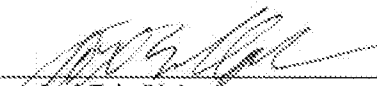
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IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

UNIVERSAL TURBINE PARTS, LLC

By: 
Name: Joel Eric Plake
Title: Chief Executive Officer

B.V. AVIATION, LLC

By: 
Name: Joel Eric Plake
Title: Chief Executive Officer

[Signature Page to Amended and Restated Intellectual Property Security Agreement]

Agreed and Accepted
as of the date first written above:

SIENA LENDING GROUP LLC

By: 

Name: Anthony Lavinio

Title: Authorized Signatory

By: 

Name: Jason Schick



Title: Authorized Signatory

[Signature Page to Amended and Restated Intellectual Property Security Agreement]

SCHEDULE 1

(a) Patents and Patent Licenses – **NONE.**

(b) Trademarks and Trademark Licenses

Mark	Grantor	Reg. No. (App. No.)	Reg. Date (App. Date)
 BVA & DESIGN	BV Aviation, LLC	5770079	06/04/2019
 UTP & DESIGN	Universal Turbine Parts, LLC	5208333	05/23/2017
UNIVERSAL TURBINE PARTS	Universal Turbine Parts, LLC	5357717	12/19/2017

(c) Copyrights and Copyright Licenses – **NONE.**