

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM719026

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PATTONAIR USA, INC.		03/28/2022	Corporation: TEXAS
WESCO AIRCRAFT HARDWARE CORP.		03/28/2022	Corporation: CALIFORNIA
HAAS GROUP INTERNATIONAL, LLC		03/28/2022	Limited Liability Company: PENNSYLVANIA
QUICKSILVER MIDCO LIMITED		03/28/2022	Private Limited Company: ENGLAND AND WALES
PATTONAIR GROUP LIMITED		03/28/2022	Private Limited Company: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WILMINGTON SAVINGS FUND SOCIETY, FSB, as Collateral Agent		
<b>Street Address:</b>	500 Delaware Avenue		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19801		
<b>Entity Type:</b>	Federal Savings Bank: DELAWARE		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3885100	UNISEAL	
<b>Registration Number:</b>	2279133	AB	
<b>Registration Number:</b>	5029735	HAAS GROUP INTERNATIONAL	
<b>Registration Number:</b>	2609886	HAZTRACK	
<b>Registration Number:</b>	3003870	MAX COM	
<b>Registration Number:</b>	5264279	TCMIS	
<b>Registration Number:</b>	5264278	TCMIS TOTAL CHEMICAL MANAGEMENT	
<b>Registration Number:</b>	6060301	MAXCOM	
<b>Registration Number:</b>	2521481	WESCO AIRCRAFT	
<b>Registration Number:</b>	3647056	WA	
<b>Registration Number:</b>	5111215	WA	
<b>Registration Number:</b>	4372149	WA WESCO AIRCRAFT	
<b>Registration Number:</b>	5111216	WESCO AIRCRAFT	
		<b>TRADEMARK</b>	

Property Type	Number	Word Mark
Registration Number:	5000939	PATTONAIR
Serial Number:	88864567	INCORA INNOVATION THROUGH INTEGRATION

**CORRESPONDENCE DATA**

**Fax Number:** 2028357586

*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:** 202-835-7500

**Email:** dcip@milbank.com

**Correspondent Name:** Javier J. Ramos

**Address Line 1:** 1850 K Street, NW, Suite 1100

**Address Line 2:** Milbank, LLP

**Address Line 4:** Washington, D.C. 20006

**ATTORNEY DOCKET NUMBER:** 45721.00001

**NAME OF SUBMITTER:** Javier J. Ramos

**SIGNATURE:** /Javier J. Ramos/

**DATE SIGNED:** 04/05/2022

**Total Attachments: 7**

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1.25L NOTES TRADEMARK SECURITY AGREEMENT

1.25L NOTES TRADEMARK SECURITY AGREEMENT, dated as of March 28, 2022, made by each of the undersigned grantors (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of WILMINGTON SAVINGS FUND SOCIETY, FSB, in its capacity as 1.25L Notes Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Grantors are party to that certain 1.25L Notes Security Agreement, dated as of March 28, 2022 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “1.25L Notes Security Agreement”), in favor of the 1.25L Notes Collateral Agent pursuant to which the Grantors are required to execute and deliver this 1.25L Notes Trademark Security Agreement (this “1.25L Notes Trademark Security Agreement”); and

WHEREAS, Wesco Aircraft Holdings, Inc., a Delaware corporation (the “Issuer”), the other Grantors, the 1.25L Notes Collateral Agent and Wilmington Savings Fund Society, FSB, as 1.25L Notes Trustee, are party to (i) that certain indenture, dated as of March 28, 2022 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”), pursuant to which the Issuer has issued approximately \$472 million aggregate principal amount of its 13.125% Secured Notes due 2027;

NOW, THEREFORE, in consideration of the premises, the Grantors hereby agree with the 1.25L Notes Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the 1.25L Notes Security Agreement and used herein have the meaning given to them in the 1.25L Notes Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the 1.25L 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. 1.25L Notes Security Agreement. The security interest granted pursuant to this 1.25L Notes Trademark Security Agreement is granted in conjunction with the

security interest granted to the 1.25L Notes Collateral Agent pursuant to the 1.25L Notes Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the 1.25L Notes Collateral Agent with respect to the security interest in the Marks made and granted hereby are more fully set forth in the 1.25L Notes 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 1.25L Notes Trademark Security Agreement is deemed to conflict with the 1.25L Notes Security Agreement, the provisions of the 1.25L Notes Security Agreement shall control.

SECTION 4. Termination. Upon the occurrence of the Termination Date, the 1.25L 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 1.25L Notes Trademark Security Agreement.

SECTION 5. Counterparts. This 1.25L Notes 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 1.25L Notes Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This 1.25L Notes Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this 1.25L Notes 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 1.25L Notes 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 1.25L Notes Trademark Security Agreement, the terms of such Intercreditor Agreement shall govern.

SECTION 8. Concerning the 1.25L Notes Collateral Agent. Wilmington Savings Fund Society, FSB is entering into this 1.25L Notes Trademark Security Agreement solely in its capacity as 1.25L Notes Collateral Agent under the Indenture and shall be entitled to all of the rights, privileges and immunities granted to the 1.25L Notes Collateral Agent under the Indenture 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 1.25L Notes Collateral Agent assumes no responsibility for their correctness. The 1.25L Notes Collateral Agent makes no representation as to the validity or sufficiency of this 1.25L Notes Trademark Security Agreement.

*[Signature Pages Follow]*

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

THE ENTITIES LISTED BELOW, each as a Grantor:

PATTONAIR USA, INC.

By: Ray Carney  
Name: Ray Carney  
Title: Chief Financial Officer

WESCO AIRCRAFT HARDWARE CORP.

By: Ray Carney  
Name: Ray Carney  
Title: Chief Financial Officer

HAAS GROUP INTERNATIONAL, LLC

By: Ray Carney  
Name: Ray Carney  
Title: Chief Financial Officer

PATTONAIR GROUP LIMITED

By: \_\_\_\_\_  
Name:  
Title:

QUICKSILVER MIDCO LIMITED

By: \_\_\_\_\_  
Name:  
Title:

Accepted and Agreed to:

WILMINGTON SAVINGS FUND SOCIETY, FSB,  
as 1.25L Notes Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to 1.25L Trademark Security Agreement]

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

THE ENTITIES LISTED BELOW, each as a Grantor:

PATTONAIR USA, INC.

By: \_\_\_\_\_  
Name: Ray Carney  
Title: Chief Financial Officer

WESCO AIRCRAFT HARDWARE CORP.

By: \_\_\_\_\_  
Name: Ray Carney  
Title: Chief Financial Officer

HAAS GROUP INTERNATIONAL, LLC

By: \_\_\_\_\_  
Name: Ray Carney  
Title: Chief Financial Officer

PATTONAIR GROUP LIMITED

By: DRL  
Name: Dawn Renee Landry  
Title: Director

QUICKSILVER MIDCO LIMITED

By: DRL  
Name: Dawn Renee Landry  
Title: Director

Accepted and Agreed to:

WILMINGTON SAVINGS FUND SOCIETY, FSB,  
as 1.25L Notes Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to 1.25L Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007680 FRAME: 0732**

Accepted and Agreed to:

WILMINGTON SAVINGS FUND SOCIETY, FSB,  
as 1.25L Notes Collateral Agent

By:   
Name: John McNichol  
Title: Assistant Vice President

:

[Signature Page to 1.25L Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007680 FRAME: 0733**

**SCHEDULE I**  
**to**  
**1.25L NOTES TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Registrations:**

<b>OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
Pattonair USA, Inc.	3885100	UNISEAL
Pattonair USA, Inc.	2279133	AB
Haas Group International, LLC	5029735	HAAS GROUP INTERNATIONAL and Design
Haas Group International, LLC	2609886	HAZTRACK
Haas Group International, LLC	3003870	MAX COM and Design
Haas Group International, LLC	5264279	TCMIS
Haas Group International, LLC	5264278	TCMIS TOTAL CHEMICAL MANAGEMENT and Design
Wesco Aircraft Hardware Corp.	6060301	MAXCOM
Wesco Aircraft Hardware Corp.	2521481	WESCO AIRCRAFT
Wesco Aircraft Hardware Corp.	3647056	WA (Stylized)
Wesco Aircraft Hardware Corp.	5111215	WA (Stylized)
Wesco Aircraft Hardware Corp.	4372149	WA WESCO AIRCRAFT (Stylized)
Wesco Aircraft Hardware Corp.	5111216	WESCO AIRCRAFT
Wesco Aircraft Hardware Corp.	6060301	MAXCOM
Pattonair Group Limited	5000939	PATTONAIR
Pattonair Group Limited	5683541	AKRIVIS



Quicksilver Midco Limited	6473473	INCORA
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**Trademark Application:**

<b>OWNER</b>	<b>APPLICATION NUMBER</b>	<b>TRADEMARK</b>
Quicksilver Midco Limited	88864567	INCORA INNOVATION THROUGH INTEGRATION (Stylised)