

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM737772

<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>
Simplex Manufacturing Co.		06/24/2022	Corporation: OREGON
Apical Industries, Inc.		06/24/2022	Corporation: DELAWARE
Paravion Technology, Inc.		06/24/2022	Corporation: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., AS US COLLATERAL AGENT		
<b>Street Address:</b>	2 NORTH LASALLE STREET, 7TH FLOOR		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60602		
<b>Entity Type:</b>	NATIONAL ASSOCIATION: UNITED STATES		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2612590	APICAL	
<b>Registration Number:</b>	2615153		
<b>Registration Number:</b>	2615155	APICAL	
<b>Registration Number:</b>	5683747	PARAVION	
<b>Registration Number:</b>	1633119	HELIPORTER	
<b>Registration Number:</b>	1650076	PARAVION	
<b>Registration Number:</b>	5368408	FIRE ATTACK	
<b>Registration Number:</b>	5355299	SKYCANNON	
<b>Serial Number:</b>	88367903	SIMPLEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2165790212		
<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>			
<b>Phone:</b>	216-586-3939		
<b>Email:</b>	mckenziehartman@jonesday.com, pcyngier@jonesday.com		
<b>Correspondent Name:</b>	MCKENZIE HARTMAN/JONES DAY		
<b>Address Line 1:</b>	901 LAKESIDE AVENUE		

CH \$240.00 2612590

<b>Address Line 4:</b>	CLEVELAND, OHIO 44114
<b>ATTORNEY DOCKET NUMBER:</b>	539602-600001
<b>NAME OF SUBMITTER:</b>	MACKENZIE HARTMAN
<b>SIGNATURE:</b>	/MACKENZIE HARTMAN/
<b>DATE SIGNED:</b>	06/29/2022
<b>Total Attachments: 7</b> source=EXECUTED - TDG - Dart Joinder - Trademark Security Agreement (2020 Notes) (June 2022)#page1.tif source=EXECUTED - TDG - Dart Joinder - Trademark Security Agreement (2020 Notes) (June 2022)#page2.tif source=EXECUTED - TDG - Dart Joinder - Trademark Security Agreement (2020 Notes) (June 2022)#page3.tif source=EXECUTED - TDG - Dart Joinder - Trademark Security Agreement (2020 Notes) (June 2022)#page4.tif source=EXECUTED - TDG - Dart Joinder - Trademark Security Agreement (2020 Notes) (June 2022)#page5.tif source=EXECUTED - TDG - Dart Joinder - Trademark Security Agreement (2020 Notes) (June 2022)#page6.tif source=EXECUTED - TDG - Dart Joinder - Trademark Security Agreement (2020 Notes) (June 2022)#page7.tif	

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of June 24, 2022 (this "Agreement"), is entered into by the undersigned grantors (each such grantor individually, a "Grantor" and, collectively, the "Grantors") in favor of The Bank of New York Mellon Trust Company, N.A., as trustee under the Indenture (as defined herein) and U.S. collateral agent (in such capacity, the "Trustee") for the Indenture Secured Parties under the Pledge and Security Agreement (as defined herein).

**WHEREAS**, TransDigm Inc., a Delaware corporation (the "Company"), TransDigm Group Incorporated, a Delaware corporation ("Holdings"), the Guarantors (as defined therein), the Trustee and The Bank of New York Mellon, as UK collateral agent, have entered into an Indenture, dated as of April 8, 2020 (as further amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Indenture");

**WHEREAS**, the Company, Holdings, the subsidiaries of the Company identified therein and the Trustee, as trustee and US collateral agent, have entered into a Pledge and Security Agreement, dated as of April 8, 2020 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Pledge and Security Agreement");

**WHEREAS**, under the terms of the Pledge and Security Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Trustee for the ratable benefit of the Indenture Secured Parties, and have agreed as a condition thereof to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities;

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors and the Indenture Secured Parties hereby agree as follows:

SECTION 1. DEFINED TERMS. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each undersigned Grantor hereby grants to the Trustee, for the benefit of the Indenture Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title, and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral");

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registrations and recording applications filed in connection therewith, including registrations, and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States or

any other country or any political subdivision thereof, and all extensions or renewals thereof, including without limitation, each United States federally registered trademark and trademark application identified on Schedule I,

(b) all goodwill associated therewith or symbolized thereby,

(c) all other assets, rights and interests that uniquely reflect or embody such good will and

(d) any written agreement, now or hereafter in effect, granting to any third party any right to use any trademark now or hereafter owned by any Grantor or that such Grantor otherwise has the right to license, or granting to any Grantor any use any trademark now or hereafter owned by any third party and all rights of such Grantor under any such agreement.

Notwithstanding the foregoing, the Trademark Collateral shall not include any application for a Trademark registration filed with the United States Patent and Trademark Office pursuant to Section 1(b) of the Lanham Act ("Intent to Use Application") prior to the filing with and acceptance by the United States Patent and Trademark Office of a Statement of Use (as described in Section 1(d) of the Lanham Act) or an Amendment to Allege Use (as described in Section 1(c) of the Lanham Act).

SECTION 3. PRECEDENCE. The security interest granted hereby is granted in furtherance, and not in limitation, of the security interest granted to the Indenture Secured Parties under the Pledge and Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall control.

SECTION 4. RECORDATION. Each Grantor authorizes and requests that the United States Patent and Trademark Office and any other applicable government officer record this Agreement.

SECTION 5. MODIFICATION OF AGREEMENT. This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Pledge and Security Agreement pursuant to which the Trustee may modify this Agreement, after obtaining each Grantor's approval of or signature to such modification, by amending Schedule I hereto to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by any Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which any Grantor no longer has or claims any right, title or interest.

SECTION 6. GENERAL.

(a) Governing Law. **THIS DOCUMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

(b) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Indenture Secured Parties and the Grantors and their respective successors and

assigns. The Grantors shall not, without the prior written consent of the Indenture Secured Parties given in accordance with the Indenture, assign any right, duty or obligation hereunder.

(c) Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto on 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 instrument.

SECTION 7. The recitals contained herein shall be taken as the statements of the Grantors and the Trustee assumes no responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this Agreement.

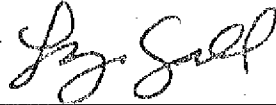
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IN WITNESS WHEREOF, the undersigned Grantors and the Indenture Secured Parties have caused this Agreement to be duly executed and delivered as of the date first above written.

Very truly yours,

**SIMPLEX MANUFACTURING CO.**

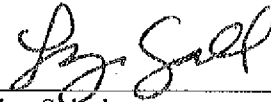
By: \_\_\_\_\_



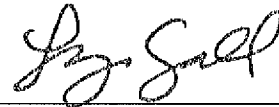
Name: Liza Sabol

Title: Treasurer

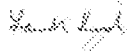
**APICAL INDUSTRIES, INC.**

By:   
Name: Liza Sabol  
Title: Treasurer

**PARAVION TECHNOLOGY, INC.**

By:   
Name: Liza Sabol  
Title: Treasurer

THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A., as Trustee

by  Kusch Lawrence  
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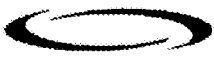
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Name: Lawrence M. Kusch  
Title: Vice President



Schedule I

**Trademarks and Trademark Applications**

Mark	Grantor	Appln No.	Filed	Regn No.	Regn Date	Status
SIMPLEX	Simplex Manufacturing Co.	88367903	4/2/19			Pending
	Apical Industries, Inc.	76330548	10/26/01	2612590	8/27/02	Registered
	Apical Industries, Inc.	76330451	10/26/01	2615153	9/3/02	Registered
APICAL	Apical Industries, Inc.	76330572	10/26/01	2615155	9/3/02	Registered
PARAVION	Paravion Technology, Inc.	87837243	3/16/18	5683747	2/26/19	Registered
HELIPORTER	Paravion Technology, Inc.	74051453	4/23/90	1633119	1/29/91	Registered
PARAVION	Paravion Technology, Inc.	73794602	4/20/89	1650076	7/9/91	Registered
FIRE ATTACK	Simplex Manufacturing Co.	87379104	3/21/17	5368408	1/2/18	Registered
SkyCannon	Simplex Manufacturing Co.	86029913	8/6/13	5355299	12/2/17	Registered