

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM794458

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Triumph Group, Inc.		03/14/2023	Corporation: DELAWARE
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:	55402		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	97601203	T	
Serial Number:	97601043	T TRIUMPH	
Serial Number:	97601066	TRIUMPH	
CORRESPONDENCE DATA			
Fax Number:	2127352000		
<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:	2127352811		
Email:	mribando@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 1:	One Manhattan West		
Address Line 2:	Monique L. Ribando		
Address Line 4:	New York, NEW YORK 10001-8602		
ATTORNEY DOCKET NUMBER:	203060/16		
NAME OF SUBMITTER:	Bruce Goldner		
SIGNATURE:	/Bruce Goldner/		
DATE SIGNED:	03/14/2023		
Total Attachments: 5			

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**GRANT OF SUPPLEMENTAL
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SUPPLEMENTAL SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of March 14, 2023 is made by the undersigned (the “Grantor”), 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, reference is made to (a) the Collateral Trust Agreement, dated as of August 17, 2020 (as amended, supplemented, amended and restated or otherwise modified and in effect from time to time, the “Collateral Trust Agreement”), among the Company, the other Grantors from time to time party thereto, the Collateral Trustee and the Secured Debt Representatives from time to time party thereto and (b) the Additional Secured Debt Designation, dated as of March 13, 2023 (the “Current Additional Secured Debt Designation”) by the Company and acknowledged and agreed to by the Collateral Trustee, which Current Additional Secured Debt Designation has designated additional secured debt in respect of the Company’s 9.00% senior secured notes due 2028 as Secured Debt (as described therein) entitled to the benefit of the Collateral Trust Agreement;

WHEREAS, in connection with the Refinancing (as defined in the Current Additional Secured Debt Designation), the Company and each of the other guarantors party to the Current Additional Secured Debt Designation will enter into the Indenture, dated as of the date hereof, with U.S. Bank National Association as 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 or the Collateral Trust Agreement, as applicable.

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 Patents (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Collateral Trustee for the benefit of the Collateral Trustee and the other Secured Parties.

3. Purpose. This Agreement has been executed and delivered by the Grantor 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 (and, for clarity, in the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern). 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 GROUP, INC.

By: 


Name: James F. McCabe, Jr.

Title: Senior Vice President and
Chief Financial Officer

[Signature Page to Supplemental Trademark Security Agreement]

TRADEMARK
REEL: 008003 FRAME: 0409

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



By: 
Name: Latoya S Elvin
Title: Vice President

[Signature Page to Supplemental Trademark Security Agreement]

TRADEMARK
REEL: 008003 FRAME: 0410

Schedule A

U.S. Trademark Registrations and Applications

<u>MARK</u>	<u>OWNER</u>	<u>APP. NO.</u>	<u>FILED</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
	Triumph Group, Inc.	97601203	9/21/2022			Pending
 TRIUMPH	Triumph Group, Inc.	97601043	9/21/2022			Pending
TRIUMPH	Triumph Group, Inc.	97601066	9/21/2022			Pending