

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM815986

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Calspan Aero Systems Engineering, Inc.		06/06/2023	Corporation: MINNESOTA
Calspan Holdings, LLC		06/06/2023	Limited Liability Company: NEW YORK

RECEIVING PARTY DATA

Name:	The Bank of New York Mellon Trust Company, N.A., as Trustee
Street Address:	2 North LaSalle Street
Internal Address:	Suite 700
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60602
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	6119938	AERODAC
Registration Number:	6131297	AERODAC ALTITUDE
Registration Number:	6131296	AERODAC PROPULSION
Registration Number:	6322778	FLIGHT ASSURED.
Serial Number:	97476602	CALSPAN
Serial Number:	97476605	CALSPAN

CORRESPONDENCE DATA

Fax Number: 2165790212

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: 216-586-7006

Email: jbequette@jonesday.com

Correspondent Name: Jacob W. Bequette, Jones Day

Address Line 1: 901 Lakeside Avenue

Address Line 4: Cleveland, OHIO 44114

CH \$165.00 6119938

NAME OF SUBMITTER:	Jacob W. Bequette
SIGNATURE:	/Jacob W. Bequette/
DATE SIGNED:	06/08/2023
Total Attachments: 6 source=EXECUTED - TransDigm - Calspan Joinder - Trademark Security Agreement (2026 Notes) (June 2023)(1537123703.1)#page1.tif source=EXECUTED - TransDigm - Calspan Joinder - Trademark Security Agreement (2026 Notes) (June 2023)(1537123703.1)#page2.tif source=EXECUTED - TransDigm - Calspan Joinder - Trademark Security Agreement (2026 Notes) (June 2023)(1537123703.1)#page3.tif source=EXECUTED - TransDigm - Calspan Joinder - Trademark Security Agreement (2026 Notes) (June 2023)(1537123703.1)#page4.tif source=EXECUTED - TransDigm - Calspan Joinder - Trademark Security Agreement (2026 Notes) (June 2023)(1537123703.1)#page5.tif source=EXECUTED - TransDigm - Calspan Joinder - Trademark Security Agreement (2026 Notes) (June 2023)(1537123703.1)#page6.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of June 6, 2023 (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 February 13, 2019 (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 U.S. collateral agent, have entered into a Pledge and Security Agreement, dated as of February 13, 2019 (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 of 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.

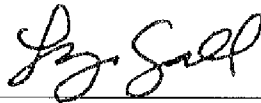
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IN WITNESS WHEREOF, the undersigned Grantors and the Indenture Secured Parties have caused this Agreement to be duly executed and delivered as of the date first above written.

Very truly yours,

**CALSPAN AERO SYSTEMS ENGINEERING, INC.
CALSPAN HOLDINGS, LLC**

By: _____



Name: Liza Sabol

Title: Treasurer

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


by



Name: Terence T. Rawlins
Title: Vice President

Schedule I

Trademarks and Trademark Applications

Mark	Grantor	Application No.	Application Date	Registration No.	Registration Date	Status
AERODAC	Calspan Aero Systems Engineering, Inc.	88376969	4/9/2019	6119938	08/13/2019	Registered
AERODAC ALTITUDE	Calspan Aero Systems Engineering, Inc.	88402565	4/25/2019	6131297	08/18/2020	Registered
AERODAC PROPULSION	Calspan Aero Systems Engineering, Inc.	88402533	4/25/2019	6131296	08/18/2020	Registered
FLIGHT ASSURED.	Calspan Aero Systems Engineering, Inc.	88263772	1/16/2019	6322778	04/13/2021	Registered
	Calspan Holdings, LLC	97476602	06/27/2022			Pending
Calspan	Calspan Holdings, LLC	97476605	06/27/2022			Pending