

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM815992

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	3		
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:	Goldman Sachs Bank USA, as Agent		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	United States Bank: 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		
<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:	216-586-7006		
Email:	jbequette@jonesday.com		
Correspondent Name:	Jacob W. Bequette, Jones Day		
Address Line 1:	701 Lakeside Avenue		
Address Line 4:	Cleveland, OHIO 44114		
NAME OF SUBMITTER:	Jacob W. Bequette		

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SIGNATURE:	/Jacob W. Bequette/
DATE SIGNED:	06/08/2023
Total Attachments: 6 source=EXECUTED - TransDigm - Calspan Joinder - Trademark Security Agreement (Credit Agreement) (June 2023)#page1.tif source=EXECUTED - TransDigm - Calspan Joinder - Trademark Security Agreement (Credit Agreement) (June 2023)#page2.tif source=EXECUTED - TransDigm - Calspan Joinder - Trademark Security Agreement (Credit Agreement) (June 2023)#page3.tif source=EXECUTED - TransDigm - Calspan Joinder - Trademark Security Agreement (Credit Agreement) (June 2023)#page4.tif source=EXECUTED - TransDigm - Calspan Joinder - Trademark Security Agreement (Credit Agreement) (June 2023)#page5.tif source=EXECUTED - TransDigm - Calspan Joinder - Trademark Security Agreement (Credit Agreement) (June 2023)#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 Goldman Sachs Bank USA, as administrative agent under the Credit Agreement (as defined herein) and as collateral agent (in such capacity, the "Agent") for the Secured Parties under the Guarantee and Collateral Agreement (as defined herein).

WHEREAS, TransDigm Inc., a Delaware corporation (the "Borrower"), TransDigm Group Incorporated, a Delaware corporation ("Holdings"), the subsidiaries of the Borrower party thereto, the lenders party thereto from time to time, the Agent and certain other parties as named therein have entered into a Second Amended and Restated Credit Agreement, dated as of June 4, 2014 (as further amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, on the date hereof, the Grantors, the Agent and the other parties thereto have entered into Supplement No. 22 (the "Supplement") to the Guarantee and Collateral Agreement, dated as of June 23, 2006, as amended and restated as of December 6, 2010, as further amended and restated as of February 14, 2011, and as further amended and restated as of February 28, 2013 (as further amended, restated, amended and restated, supplemented, or otherwise modified prior to the date hereof, the "Existing Guarantee and Collateral Agreement") and, together with the Supplement, the "Guarantee and Collateral Agreement");

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have guaranteed and secured the Obligations under the Credit Agreement;

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Agent for the ratable benefit of the 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 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 Guarantee and Collateral Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each undersigned Grantor hereby grants to the Agent, for the benefit of the 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 goodwill 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 Secured Parties under the Guarantee and Collateral Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral 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 Guarantee and Collateral Agreement pursuant to which the Agent 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 Secured Parties and the Grantors and their respective successors and assigns. The Grantors shall not, without the prior written consent of the Secured Parties given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

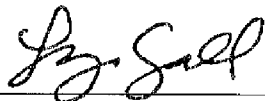
(c) Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the undersigned Grantors and the 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

GOLDMAN SACHS BANK USA, as
Agent


by 

Name: Luke Qiu

Title: Authorized Signatory

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