

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM854003

<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>
Hartzell Engine Technologies LLC		11/16/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as the Collateral Agent		
<b>Street Address:</b>	131 S Dearborn St, Floor 04		
<b>Internal Address:</b>	Attention: Loan and Agency Servicing		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603-5506		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4621066	FLYWEIGHT	
<b>Registration Number:</b>	3965685	KPS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	3127018637		
<b>Email:</b>	ipdocket@mayerbrown.com		
<b>Correspondent Name:</b>	William R. Siegel, Mayer Brown LLP		
<b>Address Line 1:</b>	71 S. Wacker Drive		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	23750583		
<b>NAME OF SUBMITTER:</b>	William R. Siegel		
<b>SIGNATURE:</b>	/william r siegel/		
<b>DATE SIGNED:</b>	11/16/2023		
<b>Total Attachments: 5</b>			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of November 16, 2023 (this “Agreement”), is made by Hartzell Engine Technologies LLC, a Delaware limited liability company (the “Grantor”) in favor of JPMorgan Chase Bank, N.A., as the Collateral Agent for the Secured Parties (in such capacity, the “Collateral Agent”).

WHEREAS, Grantor owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, the Grantor is party to the U.S. Security Agreement dated as of November 16, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) by and among the Grantor, the other grantors party thereto and JPMorgan Chase Bank, N.A., as the Collateral Agent for the Secured Parties pursuant to which the Grantor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Collateral Agent pursuant to the Security Agreement, Grantor hereby grants to the Collateral Agent a security interest in all of Grantor’s right, title and interest in and to the following to the extent included in the Collateral, in each case whether now or hereafter owned other than Excluded Property (collectively, the “Trademark Collateral”):

- (a) all trademarks, service marks, logos, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and/or other indicia of origin, and registrations or applications for registration pertaining thereto (including, without limitation, the United States trademarks set forth on Schedule A annexed hereto) (collectively, the “Trademarks”);
- (b) all goodwill of such Grantor’s business symbolized by the Trademarks associated therewith;
- (c) all proceeds, products, rents and profits of or from any and all of the foregoing and, to the extent not constituting Excluded Property, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and
- (d) the right to sue or otherwise recover for any past, present and future infringement, dilution, or other violation of any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1(a) of the Security Agreement attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the

extent, if any, that, and solely during the period, if any, in which, the grant, attachment or enforcement of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. Section 1 of the Security Agreement is hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).


This Agreement shall create a continuing security interest in the Trademark Collateral and shall (i) remain in full force and effect until the Termination Date, (ii) be binding upon Grantors and their respective successors and assigns, and (iii) inure, together with the rights and remedies of the Collateral Agent hereunder, to the benefit of the Collateral Agent and its permitted successors, transferees and permitted assigns. Upon the Termination Date, the security interest granted hereby shall automatically terminate, the Trademark Collateral shall be automatically released, this Agreement shall automatically terminate, and all rights to the Trademark Collateral shall revert to the applicable Grantors, all without delivery of any instrument or performance of any act by any Person. Upon any such termination the Collateral Agent will, at Grantors' expense, execute and deliver to Grantors such documents, instruments, notices and releases as Grantors shall reasonably request to evidence such termination and/or release. In addition, upon the sale or other disposition of any Trademark Collateral to any Person (other than a Loan Party) permitted under the terms of the Credit Agreement or to which the requisite Lenders have otherwise consented pursuant to Section 9.02 of the Credit Agreement, such Trademark Collateral shall be automatically released and upon the release of a Grantor under the Guaranty, such Grantor shall be automatically released from this Agreement and all obligations of such Grantor and all Liens over such Grantor's Trademark Collateral will terminate and be automatically released, and the Collateral Agent, at the Grantor's expense, shall execute and deliver such documents, instruments, notices and releases of its security interest in such Trademark Collateral and/or such Grantor as may be reasonably requested by such Grantor, subject to, if reasonably requested by the Collateral Agent, delivery of a written certification by the Borrowers that such sale or other disposition is permitted under the Credit Agreement.

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HARTZELL ENGINE TECHNOLOGIES LLC, a  
Delaware limited liability company

By:   
Name: Kevin Zimmerman  
Title: Chief Financial Officer

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A., as the Collateral Agent

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

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HARTZELL ENGINE TECHNOLOGIES LLC, a Delaware limited liability company

By: \_\_\_\_\_  
Name: Kevin Zimmerman  
Title: Chief Financial Officer

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A., as the Collateral Agent

By: Tracey Petitti  
Name: Tracey Petitti  
Title: Vice President

SCHEDULE A  
to  
TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

U.S. Trademarks:

<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Registration / (Appl. Number)</u>	<u>Registration / (Appl. Date)</u>
Hartzell Engine Technologies LLC	FLYWEIGHT	4621066	October 14, 2014
Hartzell Engine Technologies LLC	KPS	3965685	May 24, 2011