

Substitute for Form PTO-1594

# Recordation Form Cover Sheet TRADEMARKS ONLY

Attorney's Docket No. 0011046-301669

To the Director of the U.S. Patent and Trademark Office: Please record the attached document(s) or the new address(es) below.

**1. Name of conveying party(ies):**

Breeze-Eastern Corporation

- Individual(s)      Citizenship
- General Partnership      Citizenship
- Corporation-State      Citizenship
- Association      Citizenship
- Limited Partnership      Citizenship
- Other

\_\_\_\_\_  
 \_\_\_\_\_  
 US  
 \_\_\_\_\_  
 \_\_\_\_\_

**2. Name and address of receiving party(ies):**

PNC Bank, National Association  
PNC Firstside Center, 4th Floor  
500 First Avenue  
Pittsburgh, PA 15219

- Individual(s)      Citizenship
- Association      Citizenship
- General Partnership      Citizenship
- Limited Partnership      Citizenship
- Corporation      Citizenship
- Other

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 US

If assignee is not domiciled in the United States, a domestic representative designation is attached.  Yes  No  
 (Designations must be a separate document from assignment) Additional name(s) & address(es) attached?  Yes  No

**3. Nature of Conveyance:**

Execution Date(s): August 28, 2008

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

**4. Application number(s) or registration number(s):**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,134,995  
 2,669,488  
 2,646,160  
 2,766,046  
 2,641,633

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Robert G. Mukai  
 Address: Buchanan Ingersoll & Rooney PC  
 Customer Number 21839  
 P.O. Box 1404  
 Alexandria, VA 22313-1404

**6. Total number of applications and registrations involved:** 5

- 7. Total fee (37 CFR 1.21(h) & 3.41) \$ 140**
- Authorized to be charged by credit card. PTO Form 2038 attached.
  - Authorized to be charged to deposit account 02-4800
  - Enclosed.
  - None required (gov't interest not affecting title)

**8. Signature:** Robert G. Mukai  
Signature

28531      September 4, 2008  
Reg. No.      Date

Robert G. Mukai  
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

11

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK**

CH \$140.00 024800 1134995

## PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This Patent, Trademark and Copyright Security Agreement (the "Agreement"), dated as of August 28, 2008 is entered into by and between BREEZE-EASTERN CORPORATION, a Delaware corporation (the "Pledgor" and, together with any Loan Party hereafter joined to this Agreement pursuant to the terms of the Credit Agreement, the "Pledgors" or a "Pledgor"), and PNC BANK, NATIONAL ASSOCIATION, as administrative agent for the Lenders referred to below (the "Administrative Agent").

WHEREAS, pursuant to that certain Credit Agreement (as amended, restated, modified or supplemented from time to time, the "Credit Agreement") of even date herewith by and among the Pledgor, as Borrower, the Lenders named therein and the Administrative Agent (all as defined in the Credit Agreement), the Administrative Agent and the Lenders have agreed to provide certain loans to the Pledgor, and the Pledgor has agreed, among other things, to grant a security interest to the Administrative Agent in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

### 1. Defined Terms.

(a) Except as otherwise expressly provided herein, (i) capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Credit Agreement and (ii) the rules of construction set forth in Section 1.2 [Construction] of the Credit Agreement shall apply to this Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in the State of New Jersey as amended from time to time (the "Code").

(b) "Patents, Trademarks and Copyrights" shall mean and include all of each Pledgor's present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications, trademarks and copyrights, whether now owned or hereafter acquired by each Pledgor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals and extensions thereof, and the goodwill of the business to which any of the trademarks relate.

(c) "Debt" shall mean and include all now existing and hereafter arising Obligations (as defined in the Credit Agreement).

2. To secure the full payment and performance of all Debt, each Pledgor hereby grants, and conveys a security interest to the Administrative Agent in the entire right, title and interest of such Pledgor in and to all of its Patents, Trademarks and Copyrights.

3. Each Pledgor jointly and severally covenants and warrants that:

(a) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of such Pledgor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) such Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, shop rights and covenants by Pledgor not to sue third persons, except as otherwise disclosed on Schedule B attached hereto;

(d) such Pledgor has the corporate power and authority to enter into this Agreement and perform its terms;

(e) no claim has been made to such Pledgor or, to the knowledge of such Pledgor, any other person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party;

(f) such Pledgor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Patents, Trademarks and Copyrights;

(g) such Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Paragraph 11 hereof;

(h) such Pledgor will not change its state of incorporation, formation or organization, as applicable without providing thirty (30) days prior written notice to the Administrative Agent; and

(i) such Pledgor will not change its name without providing thirty (30) days prior written notice to the Administrative Agent.

4. Each of the obligations of each Pledgor under this Agreement are joint and several.

The Administrative Agent and the Lenders, or any of the them, may, in their sole discretion, elect to enforce this Agreement against any Pledgor without any duty or responsibility

to pursue any other Pledgor and such an election by the Administrative Agent and the Lenders, or any of them, shall not be a defense to any action the Administrative Agent and the Lenders, or any of them, may elect to take against any Pledgor. Each of the Lenders and the Administrative Agent hereby reserve all right against each Pledgor.

5. Pledgor agrees that, until all of the Debt shall have been indefeasibly satisfied in full, the Commitments have terminated and the Letters of Credit have expired, it will not enter into any agreement (for example, a license agreement) which is adverse to Administrative Agent's rights under this Agreement, without the Administrative Agent's prior written consent which shall not be unreasonably delayed, conditioned or withheld, except Pledgor may license technology in the ordinary course of business without the Administrative Agent's consent to suppliers and customers to facilitate the manufacture and use of such Pledgor's products.

6. If, before the Debt shall have been indefeasibly satisfied in full and the Commitments have terminated and the Letters of Credit have expired, Pledgor shall own any patent application or patent for any reissue, division, continuation, renewal or extension of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and such Pledgor shall give to the Administrative Agent prompt notice thereof in writing. Promptly upon any Pledgor making appropriate filings to apply for such application, reissue, division, continuation, renewal or extension with the United States Patent and Trademark Office or United States Copyright Office, as applicable, each Pledgor and the Administrative Agent agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, trademarks, copyrights or copyright applications and the provisions of this Agreement shall apply thereto.

7. The Administrative Agent shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement, those allowed by applicable Law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, the Administrative Agent may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Pledgors, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Administrative Agent shall designate by notice to the Pledgors, in the State of New Jersey or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which any Pledgor may have therein upon commercially reasonable terms and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all reasonable expenses (including fees and expenses for brokers and attorneys) incurred in connection therewith, shall apply the remainder of such proceeds toward the payment of the Debt as the Administrative Agent, in its sole discretion, shall determine. Any remainder of the proceeds after payment in full of the Debt shall be paid over to Pledgors. Written notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to Pledgors at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents,

Trademarks and Copyrights is to be made, which each Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Administrative Agent may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of Pledgor, which right is hereby waived and released. Notwithstanding anything to the contrary set forth in this Agreement, all rights of the Administrative Agent to sue for past, present and future infringements of Patents, Trademarks and Copyrights shall be subject to consultation with and concurrence by the applicable Pledgor, and then only after agreement by both the Pledgor and the Administrative Agent as to mutually acceptable counsel to pursue any such actions.

8. If any Event of Default shall have occurred and be continuing, Pledgor hereby authorizes and empowers the Administrative Agent to make, constitute and appoint any officer or agent of the Administrative Agent, as the Administrative Agent may select in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for the Administrative Agent to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for the Administrative Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Each Pledgor hereby ratifies all that such attorney(s)-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement.

9. At such time as Pledgors shall have indefeasibly paid in full all of the Debt and the Commitments shall have terminated and the Letters of Credit have expired, this Agreement shall terminate and become void and of no force and effect without regard to its conflicts of laws provisions, and the Administrative Agent shall promptly execute and deliver to Pledgors all deeds, assignments and other instruments as may be necessary or proper to re-vest in Pledgors full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by the Administrative Agent pursuant hereto.

10. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including attorneys' fees and expenses incurred by the Administrative Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by Pledgor within thirty (30) days of demand by the Administrative Agent, and if not paid within such time, shall be added to the principal amount of the Debt and shall bear interest at the highest rate prescribed in the Credit Agreement (without duplication of any applicable default rate of interest thereon pursuant to the Credit Agreement).

11. Pledgor shall have the duty, through counsel reasonably acceptable to the Administrative Agent, to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonable or thereafter terminated, and the Letters of Credit have expired, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of such Pledgor to do so) and to preserve and maintain all rights in patent applications and patents, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by Pledgors. No Pledgor shall abandon any Patent, Trademark or Copyright without the consent of the Administrative Agent, which shall not be unreasonably withheld, conditioned or delayed, except that the Pledgors may abandon the trademarks noted on Schedule 8.2.7 of the Credit Agreement.

12. Each Pledgor shall have the right, with the consent of the Administrative Agent, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, and to join the Administrative Agent, if necessary, as a party to such suit so long as the Administrative Agent is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Each Pledgor shall promptly, and in any event within 30 days of demand, reimburse and indemnify the Administrative Agent for all damages, and reasonable costs and expenses (including legal fees), incurred by the Administrative Agent as a result of such suit or joinder by such Pledgor.

13. No course of dealing between Pledgor and the Administrative Agent, nor any failure to exercise nor any delay in exercising, on the part of the Administrative Agent, any right, power or privilege hereunder or under the Credit Agreement or other Loan Documents shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. All of the Administrative Agent's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by Law, shall be cumulative and may be exercised singularly or concurrently.

15. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Agreement in any jurisdiction.

16. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 6.

17. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however,

that Pledgor may not assign or transfer any of its rights or obligations hereunder or any interest herein and any such purported assignment or transfer shall be null and void.

18. This Agreement shall be governed by and construed in accordance with the internal Laws of the State of New Jersey without regard to its conflicts of law principles.

19. Each Pledgor hereby irrevocably submits to the nonexclusive jurisdiction of any New Jersey State or Federal Court, in any action or proceeding arising out of or relating to this Agreement, and Pledgors hereby irrevocably agree that all claims in respect of such action or proceeding may be heard and determined in such New Jersey State or Federal court. Each Pledgor hereby waives to the fullest extent it may effectively do so under applicable law, the defense of an inconvenient forum to the maintenance of any such action or proceeding. Each Pledgor hereby appoints the process agent identified below (the "Process Agent") as its agent to receive on behalf of such party and its respective property service of copies of the summons and complaint and any other process which may be served in any action or proceeding. Such service may be made by mailing or delivering a copy of such process to any of the Pledgors in care of the Process Agent at the Process Agent's address, and each of the Pledgors hereby authorizes and directs the Process Agent to receive such service on its behalf. Each Pledgor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions (or any political subdivision thereof) by suit on the judgment or in any other manner provided by law. Each Pledgor further agrees that it shall, for so long as any Commitment or any obligation of any Loan Party to the Lender remains outstanding, continue to retain Process Agent for the purposes set forth in this Section 19. The Process Agent is Breeze-Eastern Corporation, c/o General Counsel, with an office on the date hereof at 700 Liberty Avenue, Union, New Jersey 07083 (United States). Each Pledgor shall produce to the Administrative Agent evidence of the acceptance by Process Agent of such appointment.

20. This Agreement may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. Each Pledgor acknowledges and agrees that a telecopy transmission to the Administrative Agent or any Lender of the signature pages hereof purporting to be signed on behalf of any Pledgor shall constitute effective and binding execution and delivery hereof by such Pledgor.

21. EXCEPT AS PROHIBITED BY LAW, EACH PLEDGOR HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY A JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER DOCUMENTS OR TRANSACTIONS RELATING THERETO.

22. All notices, requests, demands, directions and other communications (collectively, "notices") given to or made upon any party hereto under the provisions of this Agreement shall be as set forth in Section 11.5 [Notices; Effectiveness; Electronic Communications] of the Credit Agreement.

23. Each Pledgor acknowledges and agrees that, in addition to the other rights of the Administrative Agent hereunder and under the other Loan Documents, because the Administrative Agent's remedies at law for failure of such Pledgor to comply with the provisions hereof relating to the Administrative Agent's rights (i) to inspect the books and records related to Patents, Trademarks and Copyrights, (ii) to receive the various notifications such Pledgor is required to deliver hereunder, (iii) to obtain copies of agreements and documents as provided herein with respect to Patents, Trademarks and Copyrights, (iv) to enforce the provisions hereof pursuant to which the such Pledgor has appointed the Administrative Agent its attorney-in-fact, and (v) to enforce the Administrative Agent's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, such Pledgor agrees that each such provision hereof may be specifically enforced.


**[SIGNATURES APPEAR ON FOLLOWING PAGE]**



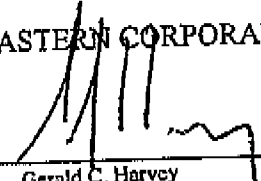
**[SIGNATURE PAGE 1 OF 1 TO PATENT, TRADEMARK  
AND COPYRIGHT SECURITY AGREEMENT]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written.


ATTEST:

  
\_\_\_\_\_  
Name: Citrus  
Title:

BREEZE-EASTERN CORPORATION

By:   
\_\_\_\_\_  
Name: Gerald C. Harvey  
Title: Executive VP, General Counsel  
& Secretary

PNC BANK, NATIONAL ASSOCIATION, as  
Administrative Agent

By:   
\_\_\_\_\_  
Name: Sharon  
Title: VP

**SCHEDULE A  
TO  
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

**LIST OF REGISTERED PATENTS, TRADEMARKS,  
TRADE NAMES AND COPYRIGHTS**

Patents:

Patent	Country	App. No.	App. Date	Patent No.	Patent Date
Cable foul sensor device for winches	US	09/075482	5/11/1998	5988596	11/23/1999
Multi-mission Recovery device	US	09/550464	4/17/2000	6283455	09/04/2001
Down lock-pin actuator apparatus	US	09/614805	7/12/2000	6283515	09/04/2001
Recovery device for use in an airborne vehicle	US	08/717753	9/23/1996	5762297	06/09/1998
Recovery device	US	09/064024	4/21/1998	6059266	05/09/2000

Trademarks and Servicemarks:

Trademark	Country	Application #	Registration #	Registration Date	Application Date
BREEZE	CA		404196	10/23/1992	
BREEZE	JP		2017624	01/26/1988	
BREEZE	US	73-201,145	1,134,995	05/13/1980	
ENGINEERED PRODUCTS FOR GLOBAL PARTNERS	US	75-657,953	2,669,488	12/31/2002	
ERC	JP		2,055,760	06/24/1988	
Miscellaneous Design (TransTechnology Corporation logo)	US	75-657,952	2,646,160	11/05/2002	
TRANSTECHNOLOGY	US	76-038,427	2,766,046	09/23/2003	
TRANSTECHNOLOGY	US	76-018,545	2,641,633	10/29/2002	

Copyrights:

None.

**SCHEDULE B  
TO  
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

**LIENS, CHARGES AND ENCUMBRANCES**

First priority security interest granted by Pledgor to Skyhook Rescue Systems, Inc. in Patent No. 5,762,297, Patent No. 6059266, and Patent No. 6203455 pursuant to that certain Assignment and License Agreement between Borrower and Skyhook Rescue Systems, Inc, dated January 15, 2000 ("Skyhook License").

First priority security interest granted by Borrower to Skyhook Rescue Systems, Inc. in its contracts rights under the Skyhook License, pursuant to the Security Agreement re Intellectual Property between Borrower and Skyhook Rescue Systems, Inc., dated January 15, 2000.

Partial Trademark Assignment dated July 6, 2001, in favor of Breeze Industrial Products Corporation and relating to Canadian trademark registration no. 404196 in respect of the words "hose clamps" and the goodwill associated therewith.

License for Use of Trademark Agreement between Borrower, as licensor, and TransTechnology Brasil Ltda., as licensee, dated as of August 5, 2002, relating to the name "TransTechnology Brasil" and the relevant sign contained in said license.

License Agreement between Borrower, as licensor, and Shinko Electric Co., Ltd., as licensee, dated January 26, 2004, permitting Shinko Electric Co., Ltd. to manufacture and sell certain licensed products under the "Breeze" trademark.