

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Amendment to Supplementary Security Agreement - Trademark		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Engine Components International, Inc.		07/09/2013	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Frost Bank, a Texas state Bank, formerly known as The Frost National Bank, a national banking association		
Street Address:	100 W. Houston ST., RB-2		
Internal Address:	Attn: Loan Doc. Dept./Loan No. 4577904-9001		
City:	San Antonio		
State/Country:	TEXAS		
Postal Code:	78205		
Entity Type:	Bank: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4236674	TITAN	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	2023704761		
Email:	tfahey@nationalcorp.com		
Correspondent Name:	Thomas Fahey		
Address Line 1:	1025 Vermont Avenue NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
NAME OF SUBMITTER:	Carlos Gutierrez		
Signature:	/Carlos Gutierrez/		

OP \$40.00 4236674

Date:

07/12/2013

Total Attachments: 3

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**FIRST AMENDMENT TO
SUPPLEMENTARY SECURITY AGREEMENT - TRADEMARK**

This FIRST AMENDMENT TO SUPPLEMENTARY SECURITY AGREEMENT - TRADEMARK (this "Amendment"), dated as of July 9, 2013, is made by DANBURY AEROSPACE, INC., a Delaware corporation, as borrower ("Borrower"), and ENGINE COMPONENTS INTERNATIONAL, INC. d/b/a ECI, a Texas corporation ("Grantor"), in favor of FROST BANK, a Texas state bank formerly known as The Frost National Bank, a national banking association ("Lender").

RECITALS:

A. Pursuant to a Loan Agreement dated April 1, 2011, as amended by that certain First Amendment to Loan Agreement of even date herewith (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Loan Agreement") by and among Borrower, Grantor, Lender and certain other parties thereto, Lender has agreed to provide to Borrower certain "Loans" (as defined in the Loan Agreement).

B. In connection with the Loan Agreement, Borrower, Grantor and certain other parties executed and delivered to Lender a Pledge and Security Agreement dated April 1, 2011 (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement").

C. As a condition precedent to making the Loans under the Loan Agreement, Grantor is required to execute and deliver this Amendment and to grant to Lender a continuing security interest in the additional Trademark Collateral (as defined below) to secure the Obligations.

D. Grantor and Lender have agreed to certain modifications to the Security Agreement as set forth this Amendment.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Incorporation of Recitals; Definitions. The above recitals are true and correct and are incorporated herein by reference. Unless otherwise defined herein or the context otherwise requires, terms used in this Amendment, including its preamble and recitals, have the meanings provided in the Security Agreement.

2. Amendment. Schedule 1 of the Agreement is hereby amended to add the following trademark to Item A of the Agreement:

Trademarks

Item No.	Mark	Designation (Trademark or Service Mark)	Serial No.	Registration No.	Owner
REGISTERED MARKS					
11.	TITAN	TM [Design + Words, Letters and/or Numbers]	85543137	4236674	Engine Components International, Inc.

3. Representations and Warranties. The terms and conditions, representations and warranties, and covenants as set forth in the Security Agreement and all other loan documents executed by Grantor in favor of Lender in connection with the Loans are hereby ratified and affirmed by Grantor, and Grantor hereby agrees that the said terms and conditions, and covenants are valid, true and correct as if made on the date hereof. Grantor hereby ratifies, affirms and acknowledges the continuing and unconditional security interest in the Collateral as described in the Security Agreement.

4. Cooperation; Further Assurances. Grantor agrees to cooperate with Lender so that the interests of Lender are protected and the intent of the Security Agreement can be effectuated. Grantor agrees to execute all documents and to provide whatever further assurances Lender may request or deem necessary to effectuate the terms of the Security Agreement.

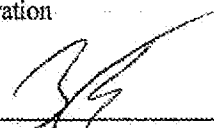
5. No Implied Modifications. Except as expressly modified hereby, all terms and provisions of the Security Agreement shall remain unchanged and in full force and effect.

[Signatures appear on the following page(s)]

EXECUTED as of the day and year first above written.

BORROWER:

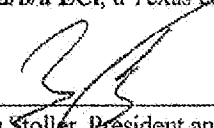
DANBURY AEROSPACE, INC., a Delaware corporation

By: 

Ty Stoller, President and Treasurer

GRANTOR:


ENGINE COMPONENTS INTERNATIONAL, INC. d/b/a ECI, a Texas corporation

By: 

Ty Stoller, President and Treasurer

LENDER:

FROST BANK, a Texas state bank formerly known as The Frost National Bank, a national banking association

By: 

Carlos Gutierrez, Vice President

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