

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM321322

<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>
University MRO, LLC		06/09/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fifth Street Finance Corp.		
<b>Street Address:</b>	10 Bank Street		
<b>Internal Address:</b>	12th Floor		
<b>City:</b>	White Plains		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10606		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3250166	US OP CI ON US	
<b>Registration Number:</b>	1720934	UNIVERSITY SERVICES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7145469035		
<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>	714-641-5100		
<b>Email:</b>	trademarks@rutan.com		
<b>Correspondent Name:</b>	Lindsay Hulley, c/o Rutan & Tucker, LLP		
<b>Address Line 1:</b>	611 Anton Boulevard		
<b>Address Line 2:</b>	14th Floor		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	024969.0090		
<b>NAME OF SUBMITTER:</b>	Lindsay J. Hulley		
<b>SIGNATURE:</b>	/Lindsay J. Hulley/		
<b>DATE SIGNED:</b>	10/28/2014		
<b>Total Attachments: 5</b>			
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## TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT, dated as of June 9, 2014, between UNIVERSITY MRO, LLC, a Delaware limited liability company (the "Assignor"), and FIFTH STREET FINANCE CORP., a Delaware corporation, as Administrative Agent for itself and for certain other Lenders (as defined in the Credit Agreement referred to below) (together with its successors and assigns in such capacity, "Administrative Agent").

WHEREAS, the Assignor is the owner of the Trademarks including those listed on Schedule A hereto;

WHEREAS, the Assignor, as Borrower, Administrative Agent, and certain other Lenders are party to that certain Amended and Restated Credit Agreement dated as of June 27, 2013 (as the same may be amended, modified, substituted, extended or restated from time to time, the "Credit Agreement");

WHEREAS, all Obligations are secured pursuant to the terms of that certain Security Agreement, dated December 30, 2010 (as may be amended, modified, substituted, extended or restated from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Assignor has granted to Secured Parties (as defined below) a security interest in certain of the Assignor's assets, including without limitation the Trademarks listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations;

WHEREAS, it is an obligation under the Loan Documents that the Assignor execute and deliver to Administrative Agent this Agreement (as defined below);

WHEREAS, this Agreement is supplemental to the provisions contained in the Credit Agreement and other Loan Documents.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

**1. Definitions.** Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Credit Agreement. In addition, the following terms shall have the meanings set forth in this Section 1:

**Agreement.** This Trademark Collateral Assignment and Security Agreement, as the same may be hereafter amended, modified, substituted, extended or restated, from time to time.

**Proceeds.** Any consideration received from the sale, exchange, license, lease or other disposition or transfer of any right, interest, asset or property which constitutes all or any part of the Trademark Collateral, any value received as a consequence of the ownership, possession, use or practice of any Trademark Collateral, and any payment received from any insurer or other person or entity as a result of the destruction or the loss, theft or other involuntary conversion of whatever nature of any right, interest, asset or property which constitutes all or any part of the Trademark Collateral.

**PTO.** The United States Patent and Trademark Office.

**Trademark Collateral.** All of the Assignor's right, title and interest in and to all of the Trademarks including those listed on Schedule A attached hereto, the Trademark Rights and Proceeds therein.

**Trademark Rights.** Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law, or otherwise, including but not limited to the following: (i) the right (but not the obligation) to register claims under any federal, state or foreign trademark law or regulation, (ii) the right (but not the obligation) to sue or bring opposition or bring cancellation proceedings in the name of the Assignor or the Secured Parties for any and all past, present and future infringements of or any other damages or injury to the Trademarks, (iii) the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, damage or injury, (iv) the right (but not the obligation) to license rights to the Trademarks, including those listed on Schedule A to third parties, and (v) the right (but not the obligation) to make and prosecute applications or renewals for the Trademarks, including those listed on Schedule A.

**Secured Parties.** Collectively, the Lenders and the Administrative Agent.

**2. Grant of Security Interest.** To secure the payment and performance in full of all of the Obligations, the Assignor hereby grants and collaterally assigns to the Administrative Agent, for the benefit of the Administrative Agent and the other Secured Parties, A CONTINUING SECURITY INTEREST IN all of the Trademark Collateral. THE SECURED PARTIES ASSUME NO LIABILITY ARISING IN ANY WAY BY REASON OF THEIR HOLDING SUCH COLLATERAL SECURITY AND ASSUMES NO OBLIGATIONS UNDER ANY AGREEMENT TO WHICH THE ASSIGNOR IS A PARTY RELATING TO THE TRADEMARKS.

**3. Acknowledgement of Security Agreement.** This Agreement has been executed and delivered by the Assignor for the purpose of recording the grant of security interest herein with the PTO and any and all appropriate foreign Governmental Authorities. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms. Assignor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

**4. Termination.** On the Termination Date, this Agreement shall terminate and the Secured Parties shall, upon the written request and at the expense of the Assignor, execute and deliver to the Assignor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignor the entire right, title and interest to the Trademark Collateral previously granted, assigned, transferred and conveyed to the Secured Parties by the Assignor pursuant to this Agreement, as fully as if this Agreement had not been made, subject to any disposition of all or any part thereof which may have been made by the Secured Parties pursuant hereto or the Credit Agreement.

[signatures on next page]

SIGNATURE PAGE TO TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT

**IN WITNESS WHEREOF**, this Trademark Collateral Assignment and Security Agreement has been executed as of the day and year first above written.

“Assignor”

UNIVERSITY MRO, LLC,  
a Delaware limited liability company

By: 

Name: Jeffrey D. Boyle

Title: Chief Executive Officer and President

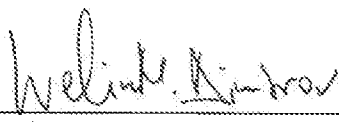
Signature Page to  
Trademark Collateral Assignment

**TRADEMARK**  
**REEL: 005388 FRAME: 0762**

"Administrative Agent"

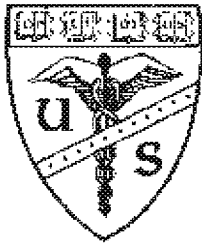
FIFTH STREET FINANCE CORP.,  
a Delaware corporation

By: Fifth Street Management LLC,  
a Delaware limited liability  
company,  
its Agent

By:   
Ivelin M. Dimitrov  
Chief Investment Officer

# SCHEDULE A

## Trademarks

Description	Country	Application Number	Filed	Registration Number	Registration Date	Status
	United States of America	76646542	9/12/05	3,250,166	06/12/07	Registered
UNIVERSITY SERVICES	United States of America	74188606	7/5/91	1720934	09/29/92	Registered