

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM544652

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GUGGENHEIM CORPORATE FUNDING, LLC		10/10/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION, AS THE SUCCESSOR ADMINISTRATIVE AGENT AND COLLATERAL AGENT		
Street Address:	50 SOUTH SIXTH STREET		
Internal Address:	SUITE 1290		
City:	MINNEAPOLIS		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1023127	MALABAR	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<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>			
Email:	susan.zablocki@kirkland.com		
Correspondent Name:	SUSAN ZABLOCKI		
Address Line 1:	KIRKLAND & ELLIS LLP		
Address Line 2:	601 LEXINGTON AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	26432-2		
NAME OF SUBMITTER:	Susan Zablocki		
SIGNATURE:	/susan zablocki/		
DATE SIGNED:	10/10/2019		
Total Attachments: 5			
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ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS

This **ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS** (this “**Agreement**”), is entered into as of October 10, 2019 by and among **GUGGENHEIM CORPORATE FUNDING, LLC** (“**Guggenheim**”), as the Administrative Agent and the Collateral Agent (in such capacities, the “**Existing Agent**”), under that certain Credit Agreement (as defined below) and **WILMINGTON TRUST, NATIONAL ASSOCIATION**, as the successor Administrative Agent and Collateral Agent under the Credit Agreement (in such capacities, the “**Successor Agent**”).

WHEREAS, Tronair Parent Inc., a Delaware corporation (the “**Borrower**”) and GGC Aerospace Acquisition Corp., a Delaware corporation (“**Holdco**”), are party to (i) that certain Second Lien Credit Agreement, dated as of September 8, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**,”), by and among the Borrower, Holdco, the Lenders (as defined therein) from time to time party thereto, Guggenheim (as successor-in-interest to Société Générale (“**SG**”)), as Administrative Agent and Collateral Agent for the Lenders, and the other agents and other parties thereto; and (ii) that certain Successor Agent Agreement, dated as of October 10, 2019 (the “**Agency Transfer Agreement**”), among the Borrower, Holdco, certain other Loan Parties (as defined in the Credit Agreement), the Existing Agent, the Successor Agent and the Lenders party thereto;

WHEREAS, Malabar, a California corporation (the “**Grantor**”) and Guggenheim are party to that certain Trademark Security Agreement, dated as of December 1, 2017 (the “**Trademark Security Agreement**”), pursuant to which the Grantor granted to the Existing Agent a security interest in all of Grantor’s right, title, and interest in, to, and under the Trademarks, including the Trademarks set forth on Schedule A annexed hereto;

WHEREAS, as of the Effective Date (as defined in the Agency Transfer Agreement), the Existing Agent shall have resigned as Administrative Agent and Collateral Agent under the Credit Agreement and the other Loan Documents and the Successor Agent shall have been appointed as successor Administrative Agent and successor Collateral Agent under the Credit Agreement and the other Loan Documents; and

WHEREAS, as of the Effective Date, pursuant to the terms of the Agency Transfer Agreement, the Existing Agent assigns and transfers to the Successor Agent each of the Liens and security interests granted to the Existing Agent under the Credit Agreement, the Trademark Security Agreement, and the other Loan Documents and the Successor Agent accepts all such Liens, for its benefit and for the benefit of the Secured Parties (as such term is defined in the Credit Agreement).

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

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each party hereto hereby agrees as follows:

- (i) Assignment of Security Interest. Effective as of the Effective Date, the Existing Agent hereby conveys, assigns, and transfers to the Successor Agent for the benefit of the Secured Parties all right, title, and interest in and to all security interests and liens on the Trademarks granted to the Existing Agent under the Trademark Security Agreement and the other Loan Documents, including, without limitation, all of the Existing Agent’s security interests and liens on the Trademarks identified on Schedule A hereto, together with all goodwill associated therewith (the “**Assignment**”). Nothing herein shall be deemed to terminate, interrupt, or impair the continuity of the security interest and lien on the collateral originally granted to the Existing

Agent under the Trademark Security Agreement, which security interest is now succeeded by, conveyed, assigned and transferred to the Successor Agent.

(ii) Purpose. This Agreement has been executed and delivered by the Existing Agent for the purpose of recording this Agreement with the United States Patent and Trademark Office to evidence the Assignment. This Assignment is provided in connection with the Agency Transfer Agreement and is expressly subject to the terms and conditions thereof. In the event of any conflict between the terms of this Agreement and the terms of the Agency Transfer Agreement, the terms of the Agency Transfer Agreement shall control.

(iii) Further Assurances. The Existing Agent hereby agrees to execute and deliver, from time to time, upon the reasonable written request of the Successor Agent, and at the sole expense of the Grantor, any and all such further instruments and documents and take such further reasonable action as the Successor Agent may reasonably deem necessary.

(iv) No Representations. In accordance with the Agency Transfer Agreement, the Existing Agent makes no representation or warranty of any kind regarding the due execution, legality, validity, enforceability, genuineness, sufficiency or value of, or the perfection or priority of any lien or security interest created or purported to be created under or in connection with, the Trademark Security Agreement or any other instrument or document furnished pursuant thereto or the sufficiency of any documentation transferring any such lien or security interest to the Successor Agent.


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, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

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.

[The remainder of this page is intentionally left blank.]

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

GUGGENHEIM CORPORATE FUNDING, LLC,
as Existing Agent

By: 
Name: Kevin Robinson
Title: Attorney-in-Fact

**WILMINGTON TRUST, NATIONAL
ASSOCIATION,**
as Successor Agent

By: _____
Name:
Title:

[ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS]

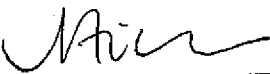
TRADEMARK
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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GUGGENHEIM CORPORATE FUNDING, LLC,
as Existing Agent

By: _____
Name:
Title:

**WILMINGTON TRUST, NATIONAL
ASSOCIATION,**
as Successor Agent

By:  _____
Name:
Title: Nicole Kroll
Assistant Vice President

[ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS]

TRADEMARK
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SCHEDULE A

US Trademarks and Active Trademark Applications:

Trademark Description	Application Number / Registration Number	Application Date / Registration Date	Applicant / Registered Owner
Malabar	1023127	10/21/1975	Malabar