

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM805359

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TRANSDIGM INC.		04/19/2023	Corporation: DELAWARE
TRANSDIGM GROUP INCORPORATED		04/19/2023	Corporation: DELAWARE
Adams Rite Aerospace, Inc.		04/19/2023	Corporation: CALIFORNIA
Airborne Systems North America of NJ Inc.		04/19/2023	Corporation: NEW JERSEY
AmSafe, Inc.		04/19/2023	Corporation: DELAWARE
Champion Aerospace, LLC		04/19/2023	Limited Liability Company: DELAWARE
DATA DEVICE CORPORATION		04/19/2023	Corporation: DELAWARE
Schneller LLC		04/19/2023	Limited Liability Company: DELAWARE
SIMPLEX MANUFACTURING CO.		04/19/2023	Corporation: OREGON
Mason Electric Co.		04/19/2023	Corporation: DELAWARE
NMC Group, Inc.		04/19/2023	Corporation: CALIFORNIA
Pexco Aerospace, Inc.		04/19/2023	Corporation: DELAWARE
Chelton Avionics, Inc.		04/19/2023	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., AS TRUSTEE
Street Address:	2 NORTH LASALLE STREET, SUITE 700
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60602
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	6441674	OCTO-11
Registration Number:	6699422	KIDS FLY SAFE CARES AIRPLANE SAFETY HARN
Registration Number:	6298407	BREEZE-EASTERN

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	6904919	SLICK
Registration Number:	6482087	DATEL
Registration Number:	6482088	D
Registration Number:	6357009	RSA
Registration Number:	6607183	SOFTOUCH
Registration Number:	6308809	AERFUSION FIT
Registration Number:	6301470	AERLAM
Registration Number:	6301469	AERGLAS
Registration Number:	4322884	
Registration Number:	4311479	SIMPLEX
Registration Number:	4232541	HELIPOD
Registration Number:	6754712	M
Registration Number:	6754711	
Registration Number:	6754710	MASON
Registration Number:	6754709	MASON
Registration Number:	4416879	SWIFTBOND
Registration Number:	6236245	NYLON MOLDING CORPORATION
Registration Number:	6030911	PEXLITE
Registration Number:	6030554	PEXTEC
Serial Number:	97386776	TOUCHFREE
Serial Number:	88936382	TOUCHFREE
Serial Number:	90566665	CANYON AEROCONNECT
Serial Number:	88450616	TITAN

CORRESPONDENCE DATA

Fax Number: 2165790212

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.

Phone: 216-586-3939

Email: jbequette@jonesday.com, pcyingier@jonesday.com

Correspondent Name: JACOB W. BEQUETTE/JONES DAY

Address Line 1: 901 LAKESIDE AVENUE

Address Line 4: CLEVELAND, OHIO 44114

ATTORNEY DOCKET NUMBER:	539602 - 635002
NAME OF SUBMITTER:	JACOB W. BEQUETTE
SIGNATURE:	/JACOB W. BEQUETTE/
DATE SIGNED:	04/24/2023

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of April 19, 2023 (this “Agreement”), is entered into by the undersigned Grantors (each a “Grantor” and collectively, the “Grantors”) in favor of The Bank of New York Mellon Trust Company, N.A., as trustee under the Indenture (as defined herein) and US collateral agent (in such capacity, the “Trustee”) for the Indenture Secured Parties under the Pledge and Security Agreement (as defined herein).

WHEREAS, TransDigm Inc., a Delaware corporation (the “Company”), TransDigm Group Incorporated, a Delaware corporation (“Holdings”), the Guarantors (as defined therein), the Trustee and The Bank of New York Mellon, as UK collateral agent, have entered into an Indenture, dated as of February 13, 2019 (as further amended, supplemented, or otherwise modified from time to time, the “Indenture”);

WHEREAS, the Company, Holdings, the subsidiaries of the Company identified therein and the Trustee, as trustee and US collateral agent, have entered into a Pledge and Security Agreement, dated as of February 13, 2019 (as amended, supplemented, or otherwise modified from time to time, the “Pledge and Security Agreement”);

WHEREAS, under the terms of the Pledge and Security Agreement, each Grantor has granted a security interest in certain property, including, without limitation, certain Intellectual Property of such Grantor to the Trustee for the ratable benefit of the Indenture Secured Parties, and has agreed as a condition thereof to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors and the Indenture Secured Parties hereby agree as follows:

SECTION 1. DEFINED TERMS. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The undersigned Grantors hereby grant to the Trustee, for the benefit of the Indenture Secured Parties, a security interest in and continuing lien on all of each Grantor’s right, title, and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “Trademark Collateral”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or

renewals thereof, including without limitation, each United States federally registered trademark and trademark application identified on Schedule I,

(b) all goodwill associated therewith or symbolized thereby,

(c) all other assets, rights and interests that uniquely reflect or embody such goodwill and

(d) any written agreement, now or hereafter in effect, granting to any third party any right to use any trademark now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, or granting to any Grantor any right to use any trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement.

Notwithstanding the foregoing, the Trademark Collateral shall not include any application for a Trademark registration filed with the United States Patent and Trademark Office pursuant to Section 1(b) of the Lanham Act ("Intent to Use Application") prior to the filing with and acceptance by the United States Patent and Trademark Office of a Statement of Use (as described in Section 1(d) of the Lanham Act) or an Amendment to Allege Use (as described in Section 1(c) of the Lanham Act).

SECTION 3. PRECEDENCE. The security interest granted hereby is granted in furtherance, and not in limitation, of the security interest granted to the Indenture Secured Parties under the Pledge and Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall control.

SECTION 4. RECORDATION. The Grantors authorize and request that the U.S. Patent and Trademark Office and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. MODIFICATION OF AGREEMENT. This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Pledge and Security Agreement pursuant to which the Grantors may modify this Agreement, after obtaining the Trustee's signature to such modification, by amending Schedule I hereto to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by any Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which any Grantor no longer has or claims any right, title or interest.

SECTION 6. GENERAL.

(a) Governing Law. **THIS DOCUMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

(b) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Indenture Secured Parties and the Grantors and their respective successors and assigns. The Grantors shall not, without the prior written consent of the Indenture Secured Parties given in accordance with the Indenture, assign any right, duty or obligation hereunder.

(c) Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

(d) Concerning the Trustee. The Bank of New York Mellon Trust Company, N.A. is entering into this Patent Security Agreement solely in its capacity as Trustee under the Indenture and the Pledge and Security Agreement. In acting hereunder, the Trustee shall have the rights, protections and immunities granted to it under the Indenture and the Pledge and Security Agreement, all of which are incorporated by reference herein. The recitals contained herein shall be taken as the statements of the Grantors, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this Agreement.

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IN WITNESS WHEREOF, the undersigned Grantors and the Indenture Secured Parties have caused this Agreement to be duly executed and delivered as of the date first above written.

Very truly yours,

TRANSDIGM GROUP INCORPORATED

By: _____

Name: Michael J. Lisman

Title: Chief Financial Officer

TRANSDIGM INC.

By: _____


Name: Michael J. Lisman

Title: Chief Financial Officer

17111 WATERVIEW PKWY LLC
ACME AEROSPACE, INC.
ADAMS RITE AEROSPACE, INC.
AEROCONTROLEX GROUP, INC.
AEROSONIC LLC
AIRBORNE ACQUISITION, INC.
AIRBORNE GLOBAL, INC.
AIRBORNE HOLDINGS, INC.
AIRBORNE SYSTEMS NA INC.
AIRBORNE SYSTEMS NORTH AMERICA INC.
AIRBORNE SYSTEMS NORTH AMERICA OF CA INC.
AMSAFE GLOBAL HOLDINGS, INC.
AMSAFE, INC.
ANGUS ELECTRONICS CO.
APICAL INDUSTRIES, INC.
ARKWIN INDUSTRIES, INC.
ARMTEC COUNTERMEASURES CO.
ARMTEC COUNTERMEASURES TNO CO.
ARMTEC DEFENSE PRODUCTS CO.
AUXITROL WESTON USA, INC.
AVIATION TECHNOLOGIES, INC.
AVIONIC INSTRUMENTS LLC
AVIONICS SPECIALTIES, INC.
AVTECHTYEE, INC.
BETA TRANSFORMER TECHNOLOGY LLC
BREEZE-EASTERN LLC
BRIDPORT HOLDINGS, INC.
BRIDPORT-AIR CARRIER, INC.
BRUCE AEROSPACE INC.
CDA INTERCORP LLC
CEF INDUSTRIES, LLC
CENTURY HELICOPTERS, INC.
CHAMPION AEROSPACE LLC
CHELTON AVIONICS HOLDINGS, INC.
CHELTON AVIONICS, INC.
CHELTON DEFENSE PRODUCTS, INC.
CMC ELECTRONICS AURORA LLC
DART AEROSPACE USA, INC.
DART BUYER, INC.
DART HELICOPTER SERVICES, INC.
DART INTERMEDIATE, INC.
DART TOPCO, INC.
DATA DEVICE CORPORATION
DUKES AEROSPACE, INC.
ELECTROMECH TECHNOLOGIES LLC
ESTERLINE EUROPE COMPANY LLC
ESTERLINE INTERNATIONAL COMPANY
ESTERLINE TECHNOLOGIES CORPORATION
ESTERLINE TECHNOLOGIES SGIP LLC
HARCOSEMCO LLC
HARTWELL CORPORATION

HELI TECH, INC.
HYTEK FINISHES CO.
ILC HOLDINGS, INC.
JANCO CORPORATION
JOHNSON LIVERPOOL LLC
KIRK HILL INC.
KORRY ELECTRONICS CO.
LEACH HOLDING CORPORATION
LEACH INTERNATIONAL CORPORATION
LEACH MEXICO HOLDING LLC
LEACH TECHNOLOGY GROUP, INC.
MARATHONNORCO AEROSPACE, INC.
MASON ELECTRIC CO.
MCKECHNIE AEROSPACE DE, INC.
MCKECHNIE AEROSPACE HOLDINGS, INC.
MCKECHNIE AEROSPACE US LLC
NAT SEATTLE INC.
NMC GROUP, INC.
NORDISK AVIATION PRODUCTS LLC
NORTH HILLS SIGNAL PROCESSING CORP.
NORTH HILLS SIGNAL PROCESSING OVERSEAS LLC
NORWICH AERO PRODUCTS, INC.
OFFSHORE HELICOPTER SUPPORT SERVICES, INC.
PALOMAR PRODUCTS, INC.
PARAVION TECHNOLOGY, INC.
PEXCO AEROSPACE, INC.
PNEUDRAULICS, INC.
POWER DEVICE CORPORATION
SCHNELLER LLC
SEMCO INSTRUMENTS, INC.
SHIELD RESTRAINT SYSTEMS, INC.
SIMPLEX MANUFACTURING CO.
SKANDIA, INC.
SKURKA AEROSPACE INC.
SYMETRICS INDUSTRIES, LLC
TA AEROSPACE CO.
TACTAIR FLUID CONTROLS, INC.
TDG ESL HOLDINGS INC.
TEAC AEROSPACE TECHNOLOGIES, INC.
TELAIR US LLC
TEXAS ROTRONICS, INC.
TRANSICOIL LLC
WHIPPANY ACTUATION SYSTEMS, LLC
YOUNG & FRANKLIN INC.

By: _____

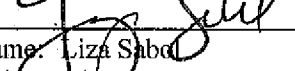

Name: Liza Sabol
Title: Treasurer

[Signature Page to Trademark Security Agreement]

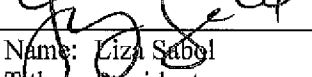
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AIRBORNE SYSTEMS NORTH AMERICA OF NJ INC.

By: 
Name: Liza Sabol
Title: Vice President and Treasurer

BRIDPORT ERIE AVIATION, INC.

By: 
Name: Liza Sabol
Title: President

TRANSDIGM UK HOLDINGS PLC

By: 
Name: Liza Sabol
Title: Director

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., as Trustee

by



Name:

Title:



Ann M. Dolezal
Vice President

Schedule I

Trademark and Service Mark Applications and Registrations

Trademarks

Owner	Trademark	Serial No.	Registration No.	Registration Date
Adams Rite Aerospace, Inc.	TOUCHFREE	97386776		
Adams Rite Aerospace, Inc.	TOUCHFREE	88936382		
Airborne Systems North America of NJ Inc.	OCTO-11	88431589	6441674	8/3/2021
AmSafe, Inc.	KIDS FLY SAFE CARES	90668273	6699422	4/12/22
	AIRPLANE SAFETY HARNESS			
				
Breeze-Eastern LLC	BREEZE-EASTERN	88912821	6298407	3/23/2021
Champion Aerospace LLC	SLICK	97066073	6904919	11/22/22
Data Device Corporation	DATEL	90101606	6482087	9/14/2021
Data Device Corporation	D 	90101623	6482088	9/14/2021
Harco Corporation (n/k/a HarcoSemco LLC)	T.A.S.C.	72427394	0972251	11/6/1973
Schneller LLC	RSA	88722896	6357009	5/18/21
Schneller LLC	SOFTOUCH	90530467	6607183	1/4/22
Schneller LLC	AERFUSION FIT	90185210	6308809	3/30/21

Owner	Trademark	Serial No.	Registration No.	Registration Date
Schneller LLC	AERLAM	90244297	6301470	3/23/21
Schneller LLC	AERGLAS	90244269	6301469	3/23/21
Simplex Manufacturing Co.	Bird Design 	85462739	4322884	4/23/13
Simplex Manufacturing Co.	SIMPLEX	85458916	4311479	4/2/13
Simplex Manufacturing Co.	HELIPOD	85421651	4232541	8/14/12
Mason Electric Co.	M 	88417718	6754712	6/7/22
Mason Electric Co.	Design Only 	88417714	6754711	6/7/22
Mason Electric Co.		88417711	6754710	6/7/22
Mason Electric Co.	MASON	88417699	6754709	6/7/22
NMC Group Inc.	SWIFTBOND	85680185	4416879	10/15/13
NMC Group Inc.	NYLON MOLDING CORPORATION	88422831	6236245	10/20/20
Pexco Aerospace, Inc.	PEXLITE	88486415	6030911	4/7/20
Pexco Aerospace, Inc.	PEXTEC	88318302	6030554	4/7/20

Trademark Applications

Owner	Trademark	Application No.	Application Date
Chelton Avionics, Inc.	CANYON AEROCONNECT	90566665	3/8/21
Chelton Avionics, Inc.	TITAN	88450616	5/29/19

TRADEMARK

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RECORDED: 04/24/2023

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