

Form PTO-1595  
(rev 3/1)

**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

U. S. Department of Commerce  
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

**The Aerostructures Corporation**

- Individual(s)  Association
- General Partnership  Limited Partnership
- Corporation - **Delaware**
- Other

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and Address of receiving party(ies)

**Lehman Commercial Paper Inc.  
3 World Financial Center  
New York, NY 10285**

Individual(s) citizenship

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

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

Execution Date: **July 2, 2003**

4. Application number(s) or patent number(s):

A. Patent Application No(s).

B. Patent No(s).

**PLEASE SEE ATTACHED**

Additional numbers attached?  Yes  No

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

**James Talbot, Esq.  
SKADDEN, ARPS, SLATE, MEAGHER  
& FLOM LLP  
Four Times Square  
New York, New York 10036**

6. Total number of applications/patents involved: **12**

7. Total fee (37 CFR 3.41) **\$480**

All fees and any deficiencies are authorized to be charged to Deposit Account (Our Ref. 244130/538)

8. Deposit Account No. **19-2385**

DO NOT USE THIS SPACE

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

James Talbot

Name

  
Signature

July 10, 2003

Date

Total number of pages including cover sheet, attachments, and document: **12**

CH \$480.00 192385 4646479

**CONTINUATION OF ITEM 4. Patent Application Numbers or Patent Numbers**

A. Patent Application No(s).	B. Patent No(s).
	4646479
	4935913
	4837615
	5168169
	5341303
	5528504
	5193789
	5379647
	5311639
	5373743
	5404641
	5542796

## COUNTERPART AGREEMENT

This **COUNTERPART AGREEMENT**, dated July 2, 2003 (this "**Counterpart Agreement**") is delivered pursuant to that certain Credit and Guaranty Agreement, dated as of July 24, 2000 (as amended, supplemented or otherwise modified, the "**Credit Agreement**"; the terms defined therein and not otherwise defined herein being used herein as therein defined), by and among **VOUGHT AIRCRAFT INDUSTRIES, INC.** ("**Company**"), certain Subsidiaries of Company, as Guarantors, the Lenders party thereto from time to time, **LEHMAN COMMERCIAL PAPER INC.**, as Administrative Agent and Collateral Agent, **GOLDMAN SACHS CREDIT PARTNERS L.P.** ("**GSCP**"), as Syndication Agent, and GSCP and **LEHMAN BROTHERS INC.**, as Joint Arrangers and Joint Book Managers.

**Section 1.** Pursuant to Section 5.10 of the Credit Agreement, the undersigned hereby:

(a) agrees that this Counterpart Agreement may be attached to the Credit Agreement and that by the execution and delivery hereof, the undersigned becomes a Guarantor under the Credit Agreement and agrees to be bound by all of the terms thereof;

(b) represents and warrants that each of the representations and warranties set forth in the Credit Agreement and each other Credit Document and applicable to the undersigned is true and correct both before and after giving effect to this Counterpart Agreement, except to the extent that any such representation and warranty relates solely to any earlier date, in which case such representation and warranty is true and correct as of such earlier date;

(c) certifies that no event has occurred or is continuing as of the date hereof, or will result from the transactions contemplated hereby on the date hereof, that would constitute an Event of Default or a Default;

(d) agrees, subject to the provisions of Section 7 of the Credit Agreement, to irrevocably and unconditionally guaranty the due and punctual payment in full of all Obligations when the same shall become due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. § 362(a)) and in accordance with Section 7 of the Credit Agreement; and

(e) (i) agrees that this counterpart may be attached to the Pledge and Security Agreement, (ii) agrees that the undersigned will comply with all the terms and conditions of the Security Agreement as if it were an original signatory thereto, (iii) grants to Collateral Agent (as such term is defined in the Pledge and Security Agreement) a security interest in all of the undersigned's right, title and interest in and to all "Collateral" (as such term is defined in the Pledge and Security Agreement) of the undersigned, including, without limitation, Investment Related Property (as such term is defined in the Pledge and Security Agreement) listed on Supplemental Schedule 3.4 attached hereto and the Intellectual Property listed on Supplemental Schedule 3.7 attached hereto, in each case whether now or hereafter existing or in which the undersigned now has or hereafter acquires an interest and wherever the same may be located and (iv) represents and warrants that it has duly completed and herewith delivers to Collateral Agent supplements to all schedules to the Pledge and Security Agreement. All such Collateral shall be deemed to be part of the "Collateral" and hereafter subject to each of the terms and conditions of the Pledge and Security Agreement.

**Section 2.** The undersigned agrees from time to time, upon request of Administrative Agent, to take such additional actions and to execute and deliver such additional documents and instruments as Administrative Agent may reasonably request to effect the transactions contemplated by, and to carry out the intent of, this Agreement. Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated, except by an instrument in writing signed by the party (including, if applicable, any party required to evidence its consent to or acceptance of this Agreement) against whom enforcement of such change, waiver, discharge or termination is sought. Any notice or other communication herein required or permitted to be given shall be given in pursuant to Section 10.1 of the Credit Agreement, and all for purposes thereof, the notice address of the undersigned shall be the address as set forth on the signature page hereof. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF.**

IN WITNESS WHEREOF, the undersigned has caused this Counterpart Agreement to be duly executed and delivered by its duly authorized officer as of the date above first written.

**THE AEROSTRUCTURES CORPORATION**

By: C. Glasener  
Name: Cletus Glasener  
Title: Treasurer

Address for Notices:

The Aerostructures Corporation  
1431 Vultee Blvd.  
Nashville, TN 37217-2016  
Attention:  
Facsimile:

THE CARLYLE GROUP  
1001 Pennsylvania Avenue, N.W.  
Washington, DC 20004  
Attention: Allan Holt  
Facsimile: (202) 347-9250

with a copy to:

Latham & Watkins  
885 Third Avenue, Suite 1000  
New York, NY 10022-4802  
Attention: R. Ronald Hopkinson  
Facsimile: (212) 751-4864

ACKNOWLEDGED AND ACCEPTED,  
as of the date above first written:

LEHMAN COMMERCIAL PAPER INC.,  
as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the undersigned has caused this Counterpart Agreement to be duly executed and delivered by its duly authorized officer as of the date above first written.

**THE AEROSTRUCTURES CORPORATION**

By: \_\_\_\_\_  
Name: Cletus Glasener  
Title: Treasurer

Address for Notices:

The Aerostructures Corporation  
1431 Vultee Blvd.  
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New York, NY 10022-4802  
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Facsimile: (212) 751-4864

ACKNOWLEDGED AND ACCEPTED,  
as of the date above first written:

LEHMAN COMMERCIAL PAPER INC.,  
as Administrative Agent

By:   
Name: G. Andrew Keith  
Title: Authorized Signatory

**SUPPLEMENT TO SCHEDULE 3.1  
TO PLEDGE AND SECURITY AGREEMENT**

**(A) Full Legal Name and Chief Executive Office of each Grantor:**

The Aerostructures Corporation  
1431 Vultee Blvd.  
Nashville, TN 37217-2016

**(B) Jurisdiction of Organization of each Grantor:**

The Aerostructures Corporation,  
a Delaware corporation

**(C) Other Names (including any Trade-Name or Fictitious Business Name)  
under which each Grantor has conducted Business for the past Five (5)  
Years:**

The Aerostructures Corporation has done business as Contour Aerospace.

**(D) Financing Statements:**

Name of Grantor	Filing Jurisdiction(s)
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The Aerostructures Corporation	Delaware
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**SUPPLEMENT TO SCHEDULE 3.2  
TO PLEDGE AND SECURITY AGREEMENT**

<b>Name of Grantor</b>	<b>Location of Equipment and Inventory</b>	
<u>Grantor</u>	<u>Address/City/State/Zip Code</u>	<u>County</u>
The Aerostructures Corporation	1431 Vultee Blvd. Nashville, TN 37217	Davidson County
	423 Berry Way Brea, CA 92821	Orange County
	424 Berry Way Brea, CA 92821	Orange County
	428 Berry Way Brea, CA 92821	Orange County
	436 Berry Way Brea, CA 92821	Orange County
	505 W. Lambert Rd. Brea, CA 92821	Orange County
	509 W. Lambert Rd. Brea, CA 92821	Orange County
	1415 75 <sup>th</sup> St. S.W. Everett, WA 98203	Snohomish County



**SUPPLEMENT TO SCHEDULE 3.4  
TO PLEDGE AND SECURITY AGREEMENT**

**Pledged Stock:**

None.

**Pledged Partnership Interests:**

None.

**Pledged LLC Interests:**

None.

**Pledged Trust Interests:**

None.

**Pledged Debt:**

None.

**Securities Account:**

None.

**Commodities Accounts:**

None.

**SUPPLEMENT TO SCHEDULE 3.5  
TO PLEDGE AND SECURITY AGREEMENT  
LETTERS OF CREDIT**

one.

**SUPPLEMENT TO SCHEDULE 3.6  
TO PLEDGE AND SECURITY AGREEMENT**

**INTELLECTUAL PROPERTY**

**(A) Copyrights**

None.

**(B) Copyright Licenses**

License from Copyright Clearance Center to copy its listing material.

**(C) Patents**

<u>Patents</u>	<u>Filing Date</u>	<u>Patent No.</u>
Deburring Method	3/03/1987	4,646,479
Deburring Method and Apparatus (Canada)	12/08/1987	1,229,986
Improved Deburring Apparatus	6/06/1989	4,935,913
Improved Gap Measuring Apparatus	6/06/1989	4,837,615
Method of Tool Development	12/01/1992	5,168,169
Method of Tool Development <sup>1</sup>	7/20/1994	0517982
Method of Tool Development	7/20/1994	0517982
Method of Tool Development	7/20/1994	0517982
Method of Tool Development <sup>2</sup>	7/20/1994	P69102998.9

<sup>1</sup> This foreign patent is subject to the payment of maintenance annuity fees. A decision as to this payment has not been made.

<sup>2</sup> This foreign patent is subject to the payment of maintenance annuity fees. A decision as to this payment has not been made.

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Method of Developing Complex Tool Shapes	8/23/1994	5,341,303
Equivalent Thickness Binding Analogy for Integrally Stiffened Structures	6/18/1996	5,528,504
Automatic Clamping Apparatus	3/16/1993	5,193,789
Hole Elongation Measurement Fixture	1/10/1995	5,379,647
System for Detecting and Removing Foreign Objects Debris	5/17/1994	5,311,639
Backlash Protection for Ultrasonic Inspection System	12/20/1994	5,373,743
Robotic Clamp Drill	4/11/1995	5,404,641
Robotic Clamp Drill	8/06/1996	5,542,796

**(D) Patent Licenses**

None.

**(E) Trademarks**

None.

**(F) Trademark Licenses**

None.

**(G) Trade Secret Licenses**

None.

**(H) Intellectual Property Collateral Matter**

None.

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