

05-29-2003

Form PTO-1595
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

5-27-03

REC



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼

102458784

▼ ▼

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

1. Name of conveying party(ies):
Credit Suisse First Boston

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

3. Name of conveyance:
☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Release of Security Interest

Execution Date: 04/29/2003

2. Name and address of receiving party(ies):
Name: Aerospace Display Systems, LLC
Internal Address: _____
Street Address 2321 Topaz Drive
City: Hatfield State: PA Zip: 19440
Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):
If this document is being filed together with a new application, the execution date of the application is: _____
A. Patent Application No.(s) _____
B. Patent No.(s) 5,539,552
Additional numbers attached? ☐ Yes ☒ No

6. Total number of applications and patents involved: 1

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Brian Berliner
Internal Address: O'Melveny & Myers LLP
Street Address: 400 South Hope Street
City: Los Angeles State: CA Zip: 90071

7. Total fee (37 CFR 3.41) \$ 40.00
☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: _____

05/28/2003 DAYRNE 00000063 5539552

01 FC:0021 40.00

DO NOT USE THIS SPACE

FINANCE SECTION
MAY 27 AM 7:59

9. Signature

David L. Miller
Name of Person Signing

Signature

5/12/03
Date

Total number of pages including cover sheet, attachments, and documents: ☒ 8

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

PAYOFF LETTER AND RELEASE OF CERTAIN LIENS

May 23, 2003

Credit Suisse First Boston
Eleven Madison Avenue
New York, New York 10010

DeCrane Aircraft Holdings, Inc.
2361 Rosecrans Avenue, Suite 180
El Segundo, CA 90245

Wings Holdings, Inc.
c/o Odyssey Investment Partners, LLC
280 Park Avenue, 38th Floor
New York, New York 10017

Ladies and Gentlemen:

Pursuant to that certain Stock Purchase Agreement, dated as of March 14, 2003 (the "Purchase Agreement"), among Wings Holdings, Inc., a Delaware corporation ("Purchaser"), DeCrane Aircraft Holdings, Inc., a Delaware corporation ("Company") and DeCrane Holdings Co., a Delaware corporation, the Company will sell, and Purchaser will purchase, the equity interests (the "Stock") of Avtech Corporation, Aerospace Display Systems, LLC and Tri-Star Electronics International, Inc., including the indirect purchase of equity interests of Tri-Star Electronics Europe, SA (collectively, the "Acquired Subsidiaries"). The Company, as borrower under that certain Third Amended and Restated Credit Agreement, dated as of May 11, 2000, among the Company, the lenders from time to time party thereto, Credit Suisse First Boston (successor to DLJ Capital Funding, Inc.), as syndication agent (in such capacity, the "Syndication Agent"), and Credit Suisse First Boston (as successor to Bank One, NA and First National Bank of Chicago), as administrative agent for the Lenders (in such capacity, the "Administrative Agent"), as amended by a First Amendment to Third Amended and Restated Credit Agreement, dated as of June 30, 2000, as further amended by an Increased Commitments Agreement to Third Amended and Restated Credit Agreement, dated as of April 27, 2001, as further amended by a Second Amendment to Third Amended and Restated Credit Agreement, dated as of March 19, 2002, and as further amended by a Third Amendment to Third Amended and Restated Credit Agreement, dated as of March 31, 2003 (the "Credit Agreement"), has requested that the Lenders consent to, and the Requisite Lenders have consented to, in accordance with the provisions of the Credit Agreement, the sale of the Stock by

the Company. Certain terms used herein without definition shall have the meaning assigned to them in the Credit Agreement.

1. On the closing date of the sale of Stock to Purchaser (the "Closing"), Purchaser shall cause to be transferred and delivered \$140,000,000 (the "Payoff Amount") in immediately available funds to the following account of the Administrative Agent:

Bank of New York
ABA # 021000018
Account Name: CSFB Agency Cayman Account
Account Number: 8900492627
Reference: Decrane

At least one business day prior to the closing date of the sale of Stock, the Company or Purchaser shall notify the Administrative Agent of the date and time of day that the above transfer is expected to occur.

2. The Administrative Agent hereby agrees and represents that, upon receipt by the Administrative Agent from Purchaser of the Payoff Amount, all Liens upon the Stock and upon any present or future property of any Acquired Subsidiary in favor of the Administrative Agent or any of the Lenders as security for any of the obligations under the Credit Agreement (the "Subject Liens") and all liability of each Acquired Subsidiary for any such obligations (whether arising under a guarantee given by such Acquired Subsidiary pursuant to the Credit Agreement or otherwise) or under any security documents or other instruments or agreements delivered by such Acquired Subsidiary pursuant to or in connection with the Credit Agreement (the "Subject Obligations") will be automatically, unconditionally, irrevocably and forever discharged and released, without further action by Administrative Agent or any Lender and without any right of reinstatement under any circumstances. To further evidence such discharge and release, the Administrative Agent will promptly following the receipt by the Administrative Agent of the Payoff Amount (a) cause to be filed or recorded, as appropriate, at the expense of the Company, termination statements under the Uniform Commercial Code for financing statements that have been filed securing obligations of each Acquired Subsidiary under the Credit Agreement and the related Subsidiary Guaranty in the jurisdictions where UCC financing statements are currently filed, (b) execute and deliver (in recordable form) and cause to be filed or recorded, as appropriate, at the expense of the Company, releases of all mortgages on the properties owned or leased by any Acquired Subsidiary in favor of the Administrative Agent or any of the Lenders as security for any of the obligations under the Credit Agreement, (c) release all rights of control over deposit accounts, investment property or any property of any Acquired Subsidiary, including delivery to the Purchaser of all certificates held by the Administrative Agent representing capital stock of any of the Acquired Subsidiaries and all other property of any Acquired Subsidiary in the possession or under the control of the Administrative Agent or any Lender, and (d) execute and deliver, at the expense of the Company, such other instruments as may be reasonably requested at any time by Purchaser to effectuate or confirm in any respect the discharge and release of Liens and liabilities described in the first sentence of this Section 2.

3. The Administrative Agent's agreement in Paragraph 2 hereof is limited precisely as written and is provided solely as an agreement (a) to release the Subject Liens, mortgages, certificates and Subsidiary Guaranties specified in Paragraph 2 hereof and (b) to discharge all liability of the Acquired Subsidiaries in respect of the Subject Obligations. Except as specifically set forth herein, nothing in Paragraph 2 hereof or anything else in this Agreement shall be deemed to constitute a release of Liens on Collateral.

4. This Agreement may be executed by the parties hereto individually or in combination, in one or more counterparts, each of which shall be an original and all of which shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signatures on following page]

**SCHEDULE
RELEASED TRADEMARKS AND PATENTS**


Trademarks

Mark	Reg. No.
IDEAS THAT FLY	1,804,707

Patents

Title	Patent No.	Issue Date
High frequency, electronic fluorescent lamp ballast	4,870,327	09/26/1989
Universal fluorescent lamp ballast	4,958,108	09/18/1990
Protective member for display system having 99% UV light blocking ability and improved thermal coefficient of expansion	5,539,552	7/23/1996

**CREDIT SUISSE FIRST BOSTON
CORPORATION**, as Administrative Agent under
the Credit Agreement

By: 
Name: **David L. Miller**
Title: **Managing Director**

ACKNOWLEDGED AND AGREED:

**DECRANE AIRCRAFT
HOLDINGS, INC.**

By: _____
Name: _____
Title: _____

WINGS HOLDINGS, INC.


By: _____
Name: _____
Title: _____

**CREDIT SUISSE FIRST BOSTON
CORPORATION**, as Administrative Agent under
the Credit Agreement

By: _____
Name: _____
Title: _____

ACKNOWLEDGED AND AGREED:

**DECRANE AIRCRAFT
HOLDINGS, INC.**

By: 
Name: Richard J. Kaplan
Title: Senior Vice President, CFO, Secretary
and Treasurer

WINGS HOLDINGS, INC.

By: _____
Name: William Hopkins
Title: President

**CREDIT SUISSE FIRST BOSTON
CORPORATION, as Administrative Agent under
the Credit Agreement**

By: _____
Name: _____
Title: _____

ACKNOWLEDGED AND AGREED:

**DECRANE AIRCRAFT
HOLDINGS, INC.**

By: _____
Name: _____
Title: _____

WINGS HOLDINGS, INC.

By: *William F. Galt*
Name: _____
Title: _____