

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):

DeCrane Aircraft Seating Company, Inc.

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation - **Wisconsin**
☐ Other

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

2. Name and Address of receiving party(ies)

**Credit Suisse First Boston
11 Madison Avenue
New York, NY 10010**

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation
☒ Other - **Swiss Bank**

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

3. Nature of conveyance:

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other:

Execution Date: **December 22, 2003**

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

A. Patent Application No(s).

B. Patent No(s).

**6520091 4671572 4588226
5662376 D364508 5482351**Additional numbers attached? ☐ Yes ☒ No

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

**Kenneth A. Rubenstein, Esq.
SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP
Four Times Square
New York, New York 10036**6. Total number of applications/patents involved: 67. Total fee (37 CFR 3.41) **\$240**

☒ All fees and any deficiencies are authorized to be charged to Deposit Account
(Our Ref. 217730/1759)

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.***Kenneth A. Rubenstein***Kenneth Rubenstein***February 6, 2004**

Name

Signature

Date

Total number of pages including cover sheet, attachments, and document: 5

CH \$240.00 192385 6520091

GRANT OF PATENT SECURITY INTEREST

WHEREAS, DECRANE AIRCRAFT SEATING COMPANY, INC., a Wisconsin corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Patent Collateral (as defined below); and

WHEREAS, DeCrane Aircraft Holdings, Inc., a Delaware corporation ("**Company**"), has entered into a Credit Agreement dated as of December 22, 2003 (said Credit Agreement, as it may heretofore have been and as it may hereafter be amended, supplemented or otherwise modified from time to time, being the "**Credit Agreement**") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), Credit Suisse First Boston, acting through its Cayman Islands Branch, as syndication agent, and as administrative agent for the Lenders (in such capacity, "**Secured Party**"), pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, Grantor has executed and delivered that certain Subsidiary Guaranty dated as of December 22, 2003 (said Subsidiary Guaranty, as it may hereafter be amended, supplemented or otherwise modified from time to time, being the "**Guaranty**") in favor of Secured Party for the benefit of Lenders, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of December 22, 2003 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**" the terms defined therein and not otherwise defined herein being used herein as therein defined), among Grantor, Secured Party and the other grantors named therein, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Patent Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Patent Collateral**"):

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all patents and patent applications and rights and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned or held by such Grantor and all patents and patent applications and rights, title and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned by such Grantor in whole or in part (including, without limitation, the patents and patent applications listed in Schedule A), all rights (but not obligations) corresponding thereto to sue for past, present and future infringements and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (all of the foregoing being collectively referred to as the "**Patents**"); and
- (ii) all proceeds, products, rents and profits of or from any and all of the foregoing Patent Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by

reason of loss or damage to or otherwise with respect to any of the foregoing Patent Collateral. For purposes of this Grant of Patent Security Interest, the term "**proceeds**" includes whatever is receivable or received when Patent Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything herein to the contrary, in no event shall the Patent Collateral include, and Grantor shall be not deemed to have granted a security interest in, any of Grantor's rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Patent Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Notwithstanding anything contained herein to the contrary, Secured Party's interest in the Patent Collateral shall at all times be junior to the interest of the First Lien Collateral Agent in the Patent Collateral at any time a First Lien Credit Agreement is in effect.

Notwithstanding anything contained herein to the contrary, the relative rights and remedies of Secured Party hereunder and the First Lien Collateral Agent shall be subject to and governed by the terms of the Intercreditor Agreement at any time the Intercreditor Agreement is in effect. In the event of any inconsistency between the terms hereof and the Intercreditor Agreement, the Intercreditor Agreement shall control at any time the Intercreditor Agreement is in effect.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Patent Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 22 day of December 2003

DECRAVE AIRCRAFT SEATING COMPANY, INC.

By: 

Name: Richard Y. Kagan

Title: Chief Financial Officer and Secretary

**SCHEDULE A
TO
GRANT OF PATENT SECURITY INTEREST**

Patents Issued:

<u>Patent No.</u>	<u>Issue Date</u>	<u>Invention</u>	<u>Inventor</u>
6,520,091	02/18/2003	Sidewall Game Table	DeCrane Aircraft Seating Company, Inc.
4,671,572	06/19/1985	Adjustable chair having roller arm adjustment mechanism.	DeCrane Aircraft Seating Company, Inc. formerly known as ERDA, Inc.
4,588,226	05/13/1986	Adjustable chair for aircraft and the like	DeCrane Aircraft Seating Company, Inc. formerly known as ERDA, Inc.
5,662,376	09/02/1997	Force Dissipation Seat Pedestal (Based on Cessna 525 style pedestal)	DeCrane Aircraft Seating Company, Inc. formerly known as ERDA, Inc.
D364,508	11/28/1995	Aircraft seat	DeCrane Aircraft Seating Company, Inc. formerly known as ERDA, Inc.
5,482,351	01/09/1996 (RENEWAL SUBMITTED 03/05/1999)	Aircraft seat with crash absorption mechanism	DeCrane Aircraft Seating Company, Inc. formerly known as ERDA, Inc.

Patents Pending:

None.