

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Patent Security Interest (Second Lien)
CONVEYING PARTY DATA	
Name	Execution Date
DeCrane Aircraft Seating Company, Inc. (formerly ERDA, Inc.)	09/23/2005
RECEIVING PARTY DATA	
Name:	Credit Suisse, Cayman Islands Branch, as Administrative Agent
Street Address:	Eleven Madison Avenue
Internal Address:	OMA-2
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	6938957
Application Number:	10254366
Application Number:	10117286
CORRESPONDENCE DATA	
Fax Number:	(213)430-6407
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	gdurham@omm.com
Correspondent Name:	Gina M. Durham, Esq.
Address Line 1:	400 South Hope Street
Address Line 2:	O'Melveny & Myers LLP
Address Line 4:	Los Angeles, CALIFORNIA 90071
ATTORNEY DOCKET NUMBER:	P-GRANT(2ND LIEN DECRANE)
NAME OF SUBMITTER:	Gina M. Durham
Total Attachments: 4	

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GRANT OF PATENT SECURITY INTEREST

WHEREAS, DECRANE AIRCRAFT SEATING COMPANY (FORMERLY ERDA, 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 First Amended and Restated Second Lien Credit Agreement dated as of September 23, 2005 (as it may heretofore have been and as it may hereafter be further amended, restated supplemented or otherwise modified from time to time, 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, Cayman Islands Branch, as syndication agent and as administrative agent for the Lenders (in such capacity, "**Secured Party**"); and

WHEREAS, Grantor has executed and delivered that certain Amended and Restated Subsidiary Guaranty dated as of September 23, 2005 (said Amended and Restated Subsidiary Guaranty, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, 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 an Amended and Restated Security Agreement dated as of September 23, 2005 (as it may heretofore have been and as it may hereafter be further amended, restated, 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.


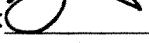
Notwithstanding anything contained herein to the contrary, the relative rights and remedies of Secured Party hereunder and the First Lien Collateral Agent shall be subject to and governed by the terms of the Intercreditor Agreement at any time the Intercreditor Agreement is in effect. In the event of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

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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 23 day of September, 2005.

**DECRAINE AIRCRAFT SEATING COMPANY,
INC. (formerly ERDA, Inc.)**

By: 
Name: 
Title: CFO

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

Patents Issued:

<u>Patent No.</u>	<u>Issue Date</u>	<u>Invention</u>	<u>Inventor</u>
6,938,957	09/06/2005	Rotation lock mechanism for aircraft seat	Decrane Aircraft Seating Company, Inc.

Patents Pending:

<u>Applicant's Name</u>	<u>Date Filed</u>	<u>Application Number</u>	<u>Invention</u>	<u>Inventor</u>
DeCrane Aircraft Seating Company, Inc. formerly known as ERDA, Inc.	09/25/2002	10/254,366	Sidewall game table	Peter R. Dettmers
Decrane Aircraft Seating Company, Inc. formerly known as ERDA, Inc.	04/05/2002	10/117,286	Adjustable chair for vehicles	Nathan A. Hemmer, David C. Cox

Seating Second