

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Hawker Beechcraft Corporation (successor to Beech Aircraft Corporation and Raytheon Aircraft Company)	03/26/2007
Hawker Beechcraft Services, Inc. (successor to Raytheon Aircraft Services, Inc.)	03/26/2007

RECEIVING PARTY DATA

Name:	Credit Suisse, Cayman Islands Branch, as Administrative Agent and Collateral Agent
Street Address:	One Madison Avenue, 2nd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10010

PROPERTY NUMBERS Total: 16

Property Type	Number
Patent Number:	5340520
Patent Number:	5465211
Patent Number:	5479162
Patent Number:	5484652
Patent Number:	5533693
Patent Number:	5947416
Patent Number:	6032524
Patent Number:	6276967
Patent Number:	6350060
Patent Number:	6638466
Patent Number:	6692681
Application Number:	10909001
Application Number:	11003788

PATENT

500250950

REEL: 019094 FRAME: 0705

OP \$640.00 5340520

Application Number:	11247415
Application Number:	60809885
Application Number:	11499223

CORRESPONDENCE DATA

Fax Number: (714)755-8290

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	038263-0087
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NAME OF SUBMITTER:	Anna T Kwan
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Total Attachments: 7

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (as amended, supplemented or otherwise modified from time to time) (this "Agreement"), dated as of March 26, 2007 is entered into by Hawker Beechcraft Corporation (as successor to Beech Aircraft Corporation and Raytheon Aircraft Company), a Kansas corporation, and Hawker Beechcraft Services, Inc. (as successor to Raytheon Aircraft Services, Inc.), a Kansas corporation, (together, the "Grantors") in favor of Credit Suisse, as Administrative Agent and Collateral Agent ("Credit Suisse") for the Secured Parties set forth in the Credit Agreement (as defined below) (the "Secured Parties").

WHEREAS, the Grantors, the Lenders party to the Credit Agreement (as defined below) from time to time (the "Lenders"), Credit Suisse, Goldman Sachs Credit Partners L.P., as syndication agent, and certain other parties as named therein have entered into a Credit Agreement, dated as of March 26, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrowers under the Credit Agreement that the Grantors and certain of its affiliates shall have executed and delivered that certain U.S. Pledge and Security Agreement, dated as of March 26, 2007, in favor of the Credit Suisse (as amended, supplemented, replaced or otherwise modified from time to time, the "Pledge and Security Agreement");

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors, and certain of its affiliates, have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Credit Suisse for the ratable benefit of the Secured Parties, and has agreed as a condition thereof to execute this Patent Security Agreement for recording with the United States Patent & 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, Grantors and the Secured Parties hereby agree as follows:

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

SECTION 2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantors hereby grant to the Credit Suisse, for the benefit of the Secured Parties, a security interest in and continuing lien on all of Grantors' right, title, and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located:

(a) any and all United States and foreign patents and patent applications, including, without limitation, each registration and application identified in Schedule 1, (b) all inventions and improvements described and claimed therein; (c) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (d) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; and (e) all rights to sue for past, present, and future infringements thereof.

SECTION 3. PRECEDENCE. The security interest granted hereby is granted in conjunction with the security interest granted to the Secured Parties under the Pledge and Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted

hereby are in addition to those set forth in 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. Each Grantor authorizes and requests that the U.S. Patent & Trademark Office and any other applicable government officer record this Patent 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 Credit Suisse may modify this Agreement, after obtaining Grantors' approval of or signature to such modification, by amending Schedule I to include reference to any right, title or interest in any existing Patents or any Patents acquired or developed by any Grantor after the execution hereof or to delete any reference to any right, title or interest in any Patents in which the Grantors no longer has or claims any right, title or interest.

SECTION 6. GENERAL.

(a) Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY 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 Secured Parties and Grantors and their respective successors and assigns. Grantors shall not, without the prior written consent of the Secured Parties given in accordance with the Credit Agreement, 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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

HAWKER BEECHCRAFT CORPORATION
(as successor to BEECH AIRCRAFT CORPORATION
and RAYTHEON AIRCRAFT COMPANY)

By: 

Name:

Title:

HAWKER BEECHCRAFT AIRCRAFT SERVICES,
INC. (as successor to RAYTHEON AIRCRAFT SER-
VICES, INC.)

By: 

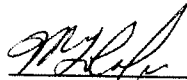
Name:

Title:

ACKNOWLEDGMENT

STATE OF New York)
COUNTY OF New York) ss.

On this 25 day of March, 2007 before me personally appeared James Sanders, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of the Secured Parties, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

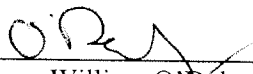



Notary Public

{seal}

MURRAY J. GOLDFARB
Notary Public, State of New York
No. 02606060586
Qualified in New York County
My Commission Expires June 25, 20 07

CREDIT SUISSE, CAYMAN ISLANDS BRANCH,
as Administrative Agent and Collateral Agent

By: 
Name: William O'Daly
Title: Director

By: 
Name: Mikhail Faybusovich
Title: Associate

PATENT SECURITY AGREEMENT

PATENTS AND PATENT APPLICATIONS

(i) Granted Patents

Country	Patent No.	Title	Issue Date	Filing Date
U.S.	US5340520*	Non-Woven Mat Surface Ply for Woven Fabric	08/23/1994	06/10/1992
U.S.	US5465211	Control System for Propeller Driven Aircraft	11/07/1995	05/02/1994
U.S.	5479162	Aircraft Anti Theft System	12/26/1995	07/09/1993
U.S.	5484652*	Non-Woven Mat Surface Ply for Woven Fabric	01/16/1996	03/22/1994
U.S.	5533693	Three dimensional woven fabric connector	07/09/1996	11/16/1987
U.S.	5947416	Floor Rising Cabin Table	09/07/1999	05/04/1998
U.S.	6032524**	Method and Apparatus for Detecting P-Static Interference Source	03/07/2000	12/03/1997
U.S.	6276967	Shield Termination Connector Assembly and Method for Using the Same	08/21/2001	12/03/1997
U.S.	6350060	Dual Load Path Spherical Bearing and a Method of Coupling Along a Dual Load Path	02/26/2002	03/02/2000
U.S.	6638466	Methods of Manufacturing Separable Structures	10/28/2003	12/28/2000
U.S.	6692681	Method and Apparatus for Manufacturing Composite Structures	02/17/2004	01/29/1997

* Co-owned with BP Chemicals (HITCO), Inc. or their assignees

** A security interest granted by Xerox Corporation to JPMorgan Chase Bank has been erroneously recorded against this patent. Xerox Corporation has never owned any right, title or interest in or to this patent, and this patent is not listed in the Security Agreement that was filed in the United States Patent and Trademark Office.

(ii) Pending Patent Applications

Country	Application No.	Title	Filing Date
U.S.	10/909,001	Design Methods and Configurations for Supersonic Aircraft	07/29/2004
U.S.	11/003,788	Control Linkage	12/02/2004
U.S.	11/247,415	Electronics for Cup holders	10/11/2005

Country	Application No.	Title	Filing Date
U.S.	60/809,885* (provisional)	Modified Surfacer Coat for Improving Rough Composite Surfaces	05/31/2006
U.S.	11/499,223	Aircraft With Antennas Mounted on the Tops and Bottoms of Aerodynamics-Surface Extensions	08/04/2006
Canada	2278693	Method and Apparatus for Manufacturing Composite Structures	01/29/1998

* Co-owned with Mankiewicz Coatings