

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST LIEN PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
WESTERN SKY INDUSTRIES, LLC	05/11/2007
RECEIVING PARTY DATA	
Name:	BEAR STEARNS CORPORATE LENDING INC.
Street Address:	383 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10179
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	6830223
Patent Number:	6595714
CORRESPONDENCE DATA	
Fax Number:	(714)755-8290
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	714-540-1235
Email:	ipdocket@lw.com, kristin.azcona@lw.com
Correspondent Name:	Latham & Watkins LLP
Address Line 1:	650 Town Center Drive, 20th Floor
Address Line 4:	Costa Mesa, CALIFORNIA 92626
ATTORNEY DOCKET NUMBER:	031935-0293
NAME OF SUBMITTER:	Kristin J. Azcona

OP \$80.00 6830223

Total Attachments: 10
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FIRST LIEN PATENT SECURITY AGREEMENT

This FIRST LIEN PATENT SECURITY AGREEMENT, dated as of May 11, 2007 (as may be amended, restated, supplemented or otherwise modified from time to time, this "Patent Security Agreement"), is entered into by each of McKechnie Aerospace DE, Inc., McKechnie Aerospace Holdings, Inc., Melrose US 3 LLC, McKechnie Investments, Inc., Hartwell Corporation, Valley-Todeco, Inc. and Western Sky Industries, LLC (each, a "Grantor" and collectively, the "Grantors"), in favor of BEAR STEARNS CORPORATE LENDING INC., in its capacity as Administrative Agent (in such capacity, the "Administrative Agent") for the benefit of the lenders from time to time party to the Credit Agreement referred to below.

W I T N E S S E T H:

WHEREAS, McKechnie Aerospace Holdings, Inc. and McKechnie Aerospace DE, Inc. have entered into that certain First Lien Credit Agreement, dated as of May 11, 2007 (the "Credit Agreement"), with the several lenders from time to time party thereto (the "Lenders"), Bear, Stearns & Co. Inc., as joint lead arranger and sole bookrunner, Morgan Stanley Senior Funding, Inc., as joint lead arranger and co-syndication agent, General Electric Capital Corporation, as documentation agent and co-syndication agent, and Bear Stearns Corporate Lending Inc., as Administrative Agent.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that each Grantor shall have executed and delivered that certain First Lien Guarantee and Collateral Agreement, dated as of May 11, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), in favor of the Administrative Agent for the ratable benefit of the Secured Parties (as defined in the Guarantee and Collateral Agreement).

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors, including all successors and assigns, to the Administrative Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Patent Security Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, all capitalized terms used but not otherwise defined herein have the meanings given to them in the Guarantee and Collateral Agreement and, if not therein defined, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a continuing lien on and security interest in all of the following now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (the "Patent Collateral"):

(a) (i) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof, including, without limitation, any of the foregoing referred to in Schedule I hereto, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to in Schedule I hereto, and (iii) all rights to obtain any reissues or extensions of the foregoing;

(b) any and all written agreements providing for the grant by or to any Grantor of any right to manufacture, use or sell any invention covered in whole or in part by a Patent, including, without limitation, any of the foregoing referred to in Schedule I hereto;

(c) all rights to sue at law or in equity for any infringement or other impairment of any of the foregoing, including the right to receive all proceeds and damages therefrom; and

(d) to the extent not otherwise included, all Proceeds, Supporting Obligations and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

SECTION 3. Guarantee and Collateral Agreement. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent, for the ratable benefit of the Secured Parties, pursuant to the Guarantee and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control unless the Administrative Agent shall otherwise determine.

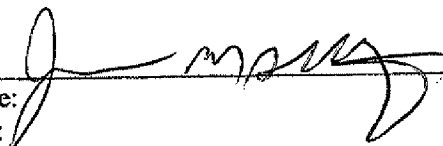
SECTION 4. Applicable Law. This Patent Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

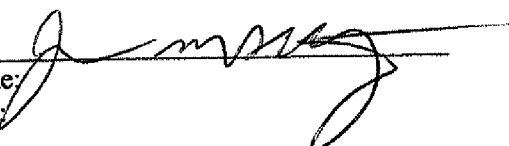
[signature page follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Patent Security Agreement to be duly executed and delivered as of the date first above written.

MCKECHNIE AEROSPACE HOLDINGS, INC.

By: 
Name: _____
Title: _____

MCKECHNIE AEROSPACE DE, INC.

By: 
Name: _____
Title: _____

MELROSE US 3 LLC

By: _____
Name: _____
Title: _____

MCKECHNIE INVESTMENTS, INC.

By: _____
Name: _____
Title: _____

HARTWELL CORPORATION

By: _____
Name: _____
Title: _____

[FIRST LIEN PATENT SECURITY AGREEMENT]

IN WITNESS WHEREOF, each of the undersigned has caused this Patent Security Agreement to be duly executed and delivered as of the date first above written.

MCKECHNIE AEROSPACE HOLDINGS, INC.

By: _____
Name:
Title:

MCKECHNIE AEROSPACE DE, INC.

By: _____
Name:
Title:

MELROSE US 3 LLC

By: Bruce E. Graden
Name: BRUCE E. GRADEN
Title: PRESIDENT

MCKECHNIE INVESTMENTS, INC.

By: _____
Name:
Title:

HARTWELL CORPORATION

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the undersigned has caused this Patent Security Agreement to be duly executed and delivered as of the date first above written.

MCKECHNIE AEROSPACE HOLDINGS, INC.

By: _____
Name:
Title:

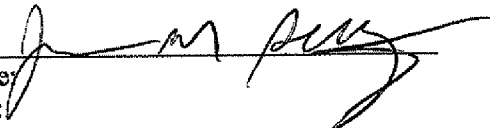
MCKECHNIE AEROSPACE DE, INC.

By: _____
Name:
Title:

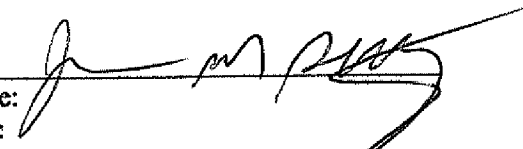
MELROSE US 3 LLC

By: _____
Name:
Title:

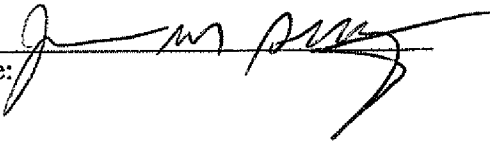
MCKECHNIE INVESTMENTS, INC.

By: 
Name:
Title:


HARTWELL CORPORATION

By: 
Name:
Title:

VALLEY-TODECO, INC.

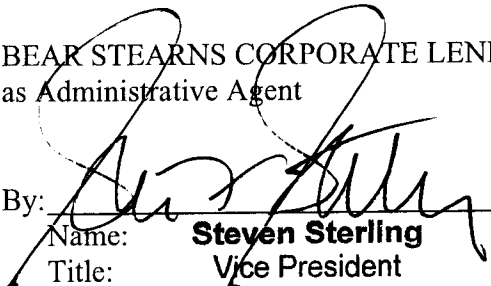
By: 
Name: _____
Title: _____

WESTERN SKY INDUSTRIES, LLC

By: 
Name: _____
Title: _____

[FIRST LIEN PATENT SECURITY AGREEMENT]

BEAR STEARNS CORPORATE LENDING INC.,
as Administrative Agent

By: 
Name: **Steven Sterling**
Title: **Vice President**

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Jurisdiction	Patent Title	Patent No. [Pub. No.] (App. No.)	Issue Date [Pub. Date] (App. Date)	Record Owner	Status
United States	Preloaded Latch Mechanism	7185926	3/6/2007	Hartwell Corporation	Issued
Wipo	Latch Mechanism	[2006100654]	[09/28/2006]	Hartwell Corporation	Pending
United States	Latch Mechanism	7131672	11/7/2006	Hartwell Corporation	Issued
United States	Flush Handle Assembly	6971689	12/6/2005	Hartwell Corporation	Issued
United States	Externally Adjustable Latch	6945573	9/20/2005	Hartwell Corporation	Issued
United States	Rotary Latch Mechanism	6913297	7/5/2005	Hartwell Corporation	Issued
United States	Pressure Responsive Blowout Latch With Reservoir	6866227	3/15/2005	Hartwell Corporation	Issued
United States	Pressure Responsive Blowout Latch	6866226	3/15/2005	Hartwell Corporation	Issued
United States	Pressure Responsive Blowout Latch	(10/939659)	(09/13/2004)	Hartwell Corporation ¹	Pending
Australia	Pressure Responsive Blowout Latch With Reservoir	[2003269888]	[12/31/2003]	Hartwell Corporation	Pending
Canada	Pressure Responsive Blowout Latch	[2462760]	[04/10/2003]	Hartwell Corporation	Pending
Canada	Pressure Responsive Blowout Latch	[2489598]	[12/24/2003]	Hartwell Corporation	Pending
United States	Force Sensor Rod	6830223	12/14/2004	Western Sky Industries, LLC, a.k.a. Tyee Aircraft	Issued
United States	Blowout Latch	6755448	6/29/2004	Hartwell Corporation	Issued
EP	Blowout Latch	(1270406)	(04/21/2004)	Hartwell Corporation	Pending
United States	Extendable Latch	6629712	10/7/2003	Hartwell Corporation	Issued
EP	Extendable Latch	(1245769)	(10/15/2003)	Hartwell Corporation	Pending
United States	Swivel Insert For A Control Rod	6595714	7/22/2003	Western Sky Industries, LLC, a.k.a. Tyee Aircraft	Issued
United States	Blowout Latch	6513841	2/4/2003	Hartwell Corporation	Issued
Austria	Blowout Latch	(338182)	(09/15/2006)	Hartwell Corporation	Pending
Germany	Blowout Latch	60122644	10/12/2006	Hartwell Corporation	Issued
EP	Blowout Latch	(1197619)	(08/30/2006)	Hartwell Corporation	Pending
United States	Keeper Mechanism	6382690	5/7/2002	Hartwell Corporation	Issued
United States	Cinch-Up Latch	6343815	2/5/2002	Hartwell Corporation	Issued
United States	Latch Assembly Including Sensor	6325428	12/4/2001	Hartwell Corporation	Issued
United States	Latch With Sensor	6279971	8/28/2001	Hartwell Corporation	Issued

¹ Record shows no assignment from investors.

Jurisdiction	Patent Title	Patent No. [Pub. No.] (App. No.)	Issue Date [Pub. Date] (App. Date)	Record Owner	Status
Japan	Latch With Sensor	(2001123725)	(05/08/2001)	[Unable To Confirm]	Pending
EP	Latch With Sensor	(1091059)	(01/19/2005)	Hartwell Corporation	Pending
United States	Dampening Strut	6193223	2/27/2001	Hartwell Corporation	Issued
United States	Permanently Connected Remote Latch Mechanism	6189832	2/20/2001	Hartwell Corporation	Issued
United States	Front-Mounted Hinge	6151755	11/28/2000	Hartwell Corporation	Issued
United States	Increased Strength Dogging Mechanism	6123370	9/26/2000	Hartwell Corporation	Issued
United States	Translating Handle Assembly	6095573	8/1/2000	Hartwell Corporation	Issued
United States	Handle Assembly For An Aircraft Door Or The Like	6059231	5/9/2000	Hartwell Corporation	Issued
United States	Overcenter Double Jaw Latch Mechanism	6042156	3/28/2000	Hartwell Corporation	Issued
United States	Extended Reach Latch	5984382	11/16/1999	Hartwell Corporation	Issued
United States	Quick Release Latch For A Bus Seat Or The Like	D0395388	6/23/1998	Hartwell Corporation	Issued.
United States	Adjustable Pressure Relief Latch	5765883	6/16/1998	Hartwell Corporation	Issued
United States	Low Profile Hook Latch Assembly	5620212	4/15/1997	Hartwell Corporation	Issued
United States	Self Locking Strut	5579875	12/3/1996	Hartwell Corporation	Issued
United States	Single-point Self- Closing Latch	5551737	9/3/1996	Hartwell Corporation	Issued
United States	Rotary Hook Tension-Shear Latch	5556142	9/17/1996	Hartwell Corporation	Issued
United States	Latching Mechanism	5152559	10/6/1992	Hartwell Corporation	Issued
Canada	Latching Mechanism	2029918	01/02/1996	Hartwell Corporation	Issued
Germany	Latching Mechanism	69005599	04/28/1994	Hartwell Corporation	Issued
EP	Latching Mechanism	(431769)	(12/29/1993)	Hartwell Corporation	Pending
Spain	Latching Mechanism	2049433	04/16/1994	Hartwell Corporation	Issued
Russia	Latching Mechanism	2013316	05/30/1994	Hartwell Corporation	Issued
United States	Rod End Lock	5020835	6/4/1991	Hartwell Corporation	Issued
United States	Rod End Lock	4902051	2/20/1990	Hartwell Corporation	Lapsed
United States	Latching Mechanism Having A Pre- Adjusted Load	5016931	5/21/1991	Hartwell Corporation	Issued
United States	Panel Latch Assembly	4979766	12/25/1990	Hartwell Corporation	Issued
United States	Sliding Hinge With Locking	4914783	4/10/1990	Hartwell Corporation	Lapsed
Brazil	Sliding Hinge With Locking	8902320	11/13/1990	Hartwell Corporation	Issued
EP	Sliding Hinge With Locking	(372675)	(08/04/1993)	Hartwell Corporation	Pending

Jurisdiction	Patent Title	Patent No. [Pub. No.] (App. No.)	Issue Date [Pub. Date] (App. Date)	Record Owner	Status
Spain	Sliding Hinge With Locking	2044112	01/01/1994	Hartwell Corporation	Issued
United States	Tamper Proof Slide Bolt Locking Apparatus	4911486	3/27/1990	Hartwell Corporation	Lapsed
United States	Latch Assembly	4759574	7/26/1988	Hartwell Corporation	Lapsed
United States	Pivoting Adjustment Screw	4906036	03/06/1990	Hartwell Corporation	Lapsed
United States	Motor Driven Latch	(10/944132)	(09/17/2004)	Hartwell Corporation	Pending
WIPO	Motor Driven Latch	(200633929)	(03/30/2006)	Hartwell Corporation	Pending
United States	Pressure Sensing Dead Bolt	(10/491977)	(07/13/2004)	Hartwell Corporation	Pending
Canada	Pressure Sensing Dead Bolt	(2462788)	(04/10/2003)	Hartwell Corporation	Pending
EP	Pressure Sensing Dead Bolt	[1438473]	[08/02/2006]	Hartwell Corporation	Pending
Australia	Permanently Connected Remote Latch Mechanism	[9937422]	[10/25/1999]	Hartwell Corporation	Pending
Germany	Permanently Connected Remote Latch Mechanism	69910749	06/17/2004	Hartwell Corporation	Issued
EP	Permanently Connected Remote Latch Mechanism	(1066195)	(08/27/2003)	Hartwell Corporation	Pending
Spain	Permanently Connected Remote Latch Mechanism	2204125	04/16/2004	Hartwell Corporation	Issued
Japan	Permanently Connected Remote Latch Mechanism	(2002510582)	(04/09/2002)	Hartwell Corporation	Pending
China	Quick Release Fastener	(1191944)	(09/02/1998)	Hartwell Corporation	Pending