

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Grant of Second Lien Security Interest in Patent Rights
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CONVEYING PARTY DATA	
Name	Execution Date
ARINC INCORPORATED	10/25/2007

RECEIVING PARTY DATA	
Name:	LEHMAN COMMERCIAL PAPER INC., as Collateral Agent
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019

PROPERTY NUMBERS Total: 43	
Property Type	Number
Patent Number:	7149612
Patent Number:	7143520
Patent Number:	6915582
Application Number:	11189733
Application Number:	11181991
Application Number:	11015415
Application Number:	10879013
Application Number:	10733340
Application Number:	11319388
Application Number:	11204114
Application Number:	11204317
Application Number:	10919318
Application Number:	10736645
Patent Number:	6923606
Patent Number:	6923375

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Patent Number:	6023239
Patent Number:	5933110
Patent Number:	5767812
Application Number:	10658776
Application Number:	10642627
Application Number:	10689984
Patent Number:	5130936
Patent Number:	5335363
Patent Number:	5499187
Application Number:	10665419
Application Number:	11767128
Application Number:	11832267
Application Number:	60896484
Application Number:	60896262
Application Number:	60914311
Application Number:	11755350
Application Number:	11770060
Application Number:	11869110
Application Number:	10971104
Application Number:	11585120
Application Number:	11797747
Application Number:	11699449
Application Number:	11898163
Application Number:	11699353
Application Number:	11717749
Application Number:	10899096
Application Number:	10834170
Patent Number:	5469528

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-7609
Email: ksolomon@stblaw.com
Correspondent Name: Kirstie Howard, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:

509333/0163

NAME OF SUBMITTER:

Kirstie Howard

Total Attachments: 6

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**GRANT OF SECOND LIEN
SECURITY INTEREST IN PATENT RIGHTS**

This GRANT OF SECOND LIEN SECURITY INTEREST IN PATENT RIGHTS ("Agreement"), effective as of October 25, 2007, is made by ARINC INCORPORATED, a Delaware corporation, located at 2551 Riva Road, Annapolis, Maryland 21401 (the "Borrower"), in favor of LEHMAN COMMERCIAL PAPER INC., a New York corporation, as Collateral Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Second Lien Credit Agreement, dated as of October 25, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Radio Holdings, Inc., a Delaware corporation, Radio Acquisition Corp., a Delaware corporation, as Initial Borrower, the Lenders, the Agent, JPMORGAN CHASE BANK, N.A., a national banking association, as Syndication Agent, and LEHMAN COMMERCIAL PAPER INC., as Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower has executed and delivered a Second Lien Guarantee and Collateral Agreement, dated as of October 25, 2007, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Borrower pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing second lien security interest in all Intellectual Property, including the Patents; and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Borrower agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Subject to the terms of the Intercreditor Agreement (as defined in the Guarantee and Collateral Agreement), the Borrower hereby pledges and grants a continuing second lien security interest in, and a right of setoff against, and agrees

to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Borrower's right, title and interest in, to and under the Patents (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement, the Guarantee and Collateral Agreement and the Intercreditor Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
duly executed and delivered by their respective officers on this 25 day of October, 2007.

ARINC INCORPORATED
as Borrower

By: 

Name: John M. Belcher

Title: Chairman & Chief Executive Officer

LEHMAN COMMERCIAL PAPER INC.
as Collateral Agent for the Lenders

By: _____

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
duly executed and delivered by their respective officers on this 25 day of October, 2007.

ARINC INCORPORATED
as Borrower

By: _____
Name:
Title:

LEHMAN COMMERCIAL PAPER INC.
as Collateral Agent for the Lenders

By: J.C. _____
Name: John C. Cramer
Title: Managing Director

SCHEDULE A

U.S. Patent Registrations and Applications

Patent	Patent/Application Number
System and method for monitoring and reporting aircraft quick access recorder data	7,149,612
Alignment structure	7,143,520
Alignment structure	6,915,582
Systems and methods for personnel security identification using adapted portable data storage and display devices	11/189,733
Systems and methods for voice communications and control using adapted portable data storage and display devices	11/181,991
Check-in system for traveling passengers	11/015,415
Command and control communications system with sub-networks and interface devices	10/879,013
Systems and methods for host/client communications	10/733,340
Systems and methods for autonomous data acquisition, sensor integration and information transmission in a lightweight device	11/319,388
Systems and methods for voice and data communication	11/204,114
Systems and methods for voice and data communication	11/204,317
Systems and methods for crew interaction and coordination using portable electronic data storage and display devices	10/919,318
Error detection and recovery system and method for common use self-service kiosks	10/736,645
Medical evaluation patient support pallet	6,923,606
Aircraft weight and balance system	6,923,375
Method and system for a differential global navigation satellite system aircraft landing ground station	6,023,239
Vessel attitude determination system and method	5,933,110
High efficiency, broadband, trapped antenna system	5,767,812
Mobile airborne high-speed broadband communications systems and methods	10/658,776
Security messenger system	10/642,627
Systems and methods for managing airport operations	10/689,984
Method and apparatus for diagnostic testing including a neural network for determining testing sufficiency	5,130,936
Signal interference reduction device and method	5,335,363
Voltage sensing, autoselecting aircraft power supply interface	5,499,187
Methods and systems for identity management	10/665,419
Acars messages over iridium	11/767,128
Method and apparatus for generating a four-dimensional (4d) flight plan	11/832,267
Systems providing GA pilots, commercial flight crews and passengers with information and document display, information and document interaction and information & content management capabilities on a portable device	60/896,484

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Method and apparatus for processing purchases and other data via transportable multi-modal network communications system	60/896,262
Multi mode communications gateway controller system	60/914,311
An electronic paper device for use by aircraft pilots and crew	11/755,350
An electronic paper device for use by aircraft and railway passengers	11/770,060
A multi-modal portable communications gateway	11/869,110
Systems Methods for Preflight Planning and Inflight Execution Using Portable Electronic Data Storage and Display Devices	10/971,104
Microfracture Detection in Composite Structures	11/585,120
Systems and Methods for Controlling a Vehicle Mobile Communication System	11/797,747
Systems and Methods for Aerial System Collision Avoidance	11/699,449
Restriction of Incoming Services	11/898,163
Systems And Methods For Communicating A Travel Area Alert Policy	11/699,353
Oceanic Clearance Delivery for Non Supporting Avionics	11/717,749
Systems and methods for wireless communications onboard aircraft	10/899,096
Systems and methods for wireless communications via satellite	10/834,170
Neural load disturbance analyzer	5,469,528

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