

**PATENT ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Arvan, Inc.	03/12/2009
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	U.S. Bank National Association, as agent
<b>Street Address:</b>	800 Nicollet Mall
<b>City:</b>	Minneapolis
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55402
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	D326602
Patent Number:	D335646
Patent Number:	5150941
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(612)340-8856
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<b>ATTORNEY DOCKET NUMBER:</b>	059235-8670
<b>NAME OF SUBMITTER:</b>	Julie Wang

**CH \$120.00 D326602**

Total Attachments: 7  
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**PATENT  
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**SECOND AMENDMENT TO SECURITY AGREEMENT (PATENTS)**

This SECOND AMENDMENT TO SECURITY AGREEMENT (PATENTS) (this "Amendment"), made and entered into as of March 12, 2009, is by and between ARVAN, INC., a Delaware corporation (the "Grantor") and U.S. BANK NATIONAL ASSOCIATION, a national banking association, as one of the banks, and agent for the banks (the "Banks") party from time to time to the Credit Agreement defined below (the "Secured Party").

**RECITALS**

A. The Secured Party, the Banks and Churchill Aerospace, LLC, a Delaware limited liability company (the "Borrower") entered into a Credit Agreement dated as of September 16, 1998 (as amended, restated or otherwise modified from time to time the "Prior Credit Agreement").

B. In connection with the Prior Credit Agreement and pursuant to that certain Security Agreement (Patents) dated as of May 19, 1998 (as amended by a First Amendment dated as of September 16, 1998 the "Security Agreement"), the Grantor granted the Secured Party, for itself and the benefit of the Banks, a security interest in certain patents of the Grantor.

C. The Grantor has executed a Guaranty dated as of September 16, 1998, guaranteeing indebtedness of the Borrower to the Secured Party and the Banks (the "Prior Guaranty"), which Prior Guaranty is secured by the Prior Security Agreement.

D. The Borrower, the Secured Party and the Banks are amending and restating the Prior Credit Agreement in its entirety pursuant to an Amended and Restated Credit Agreement dated as of the date hereof (the "Credit Agreement").

E. In connection with the Credit Agreement, the Grantor is executing an Amended and Restated Guaranty of even date herewith (the "Guaranty"), which amends and restates in its entirety the Prior Guaranty.

F. The Secured Party and the Banks have requested that the Grantor execute and deliver this Amendment to secure the Grantor's obligations under the Guaranty, and the Grantor has agreed to do so.

G. The Grantor is a subsidiary of the Borrower.

H. The Grantor expects to derive benefits from the transactions between the Borrower and the Secured Party and the Banks and finds it advantageous, desirable and in its best interests to execute and deliver this Amendment to the Secured Party for itself and the benefit of the Banks.

I. The Grantor desires to amend certain provisions of the Security Agreement, and the Secured Party has agreed to make such amendments, subject to the terms and conditions set forth in this Amendment.

## AGREEMENT

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby covenant and agree to be bound as follows:

**Section 1. Capitalized Terms.** Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them in the Security Agreement, unless the context shall otherwise require.

**Section 2. Amendments.** The Security Agreement is hereby amended as follows:

**2.1 Recitals.** Recitals A through F of the Security Agreement are amended to read in their entirety as set forth in Recitals A through H of this Amendment.

**2.2 Definitions.** The definition of "Guaranty" contained in Section 1 of the Security Agreement is amended to read in its entirety as follows:

"Guaranty" shall have the meaning indicated in Recital E.

**2.3 Patent Schedule.** Schedule I to the Security Agreement is amended and restated in its entirety as set forth on Schedule I hereto.

**Section 3. Effectiveness of Amendments.** The amendments contained in this Amendment shall become effective upon delivery by the Grantor of, and compliance by the Grantor with, the following:

**3.1** This Amendment duly executed by the Grantor.

**3.2** A copy of the resolutions of the Board of Directors of the Grantor authorizing the execution, delivery and performance of this Amendment certified as true and accurate by its Secretary or Assistant Secretary, along with a certification by such Secretary or Assistant Secretary (i) certifying the Certificate of Incorporation and Bylaws of the Grantor, and (ii) identifying each officer of the Grantor authorized to execute this Amendment and any other instrument or agreement executed by the Grantor in connection with this Amendment (collectively, the "Amendment Documents"), and certifying as to specimens of such officer's signature and such officer's incumbency in such offices as such officer holds.

**3.3** The Grantor shall have satisfied such other conditions as specified by the Secured Party, including without limitation, those set forth in Article III of the Credit Agreement.

**Section 4. Representations, Warranties, Authority, No Adverse Claim.**

**4.1 Authority, No Conflict, No Consent Required.** The Grantor represents and warrants that the Grantor has the power and legal right and authority to enter into the Amendment Documents and has duly authorized as appropriate the execution and delivery of the Amendment Documents and other agreements and documents executed and delivered by the Grantor in connection herewith or therewith by proper corporate action, and none of the Amendment Documents nor the agreements contained herein or therein contravene or constitute a default under any agreement, instrument or indenture to which the Grantor is a party or a signatory or a provision of the Grantor's Certificate of Incorporation, Bylaws or any other agreement or requirement of law, or result in the imposition of any Lien on any of its property under any agreement binding on or applicable to the Grantor or any of its property except, if any, in favor of the Secured Party. The Grantor represents and warrants that no consent, approval or authorization of or registration or declaration with any Person, including but not limited to any governmental authority, is required in connection with the execution and delivery by the Grantor of the Amendment Documents or other agreements and documents executed and delivered by the Grantor in connection therewith or the performance of obligations of the Grantor therein described, except for those which the Grantor has obtained or provided and as to which the Grantor has delivered certified copies of documents evidencing each such action to the Secured Party.

**4.2 No Adverse Claim.** The Grantor warrants, acknowledges and agrees that no events have been taken place and no circumstances exist at the date hereof which would give the Grantor a basis to assert a defense, offset or counterclaim to any claim of the Secured Party or any Bank with respect to the Obligations.

**Section 5. Affirmation of Security Agreement, Further References, Affirmation of Security Interest; Recording.** The Secured Party and the Grantor each acknowledge and affirm that the Security Agreement, as hereby amended, is hereby ratified and confirmed in all respects and all terms, conditions and provisions of the Security Agreement, except as amended by this Amendment, shall remain unmodified and in full force and effect. All references in any document or instrument to the Security Agreement are hereby amended and shall refer to the Security Agreement as amended by this Amendment. The Secured Party is authorized to record this amendment, at Grantor's expense, with the United States Patent and Trademark Office.

**Section 6. Merger and Integration, Superseding Effect.** This Amendment, from and after the date hereof, embodies the entire agreement and understanding between the parties hereto and supersedes and has merged into this Amendment all prior oral and written agreements on the same subjects by and between the parties hereto with the effect that this Amendment, shall control with respect to the specific subjects hereof and thereof.

**Section 7. Severability.** Whenever possible, each provision of this Amendment and the other Amendment Documents and any other statement, instrument or transaction contemplated hereby or thereby or relating hereto or thereto shall be interpreted in such manner as to be effective, valid and enforceable under the applicable law of any jurisdiction, but, if any provision of this Amendment, the other Amendment Documents or any other statement,

instrument or transaction contemplated hereby or thereby or relating hereto or thereto shall be held to be prohibited, invalid or unenforceable under the applicable law, such provision shall be ineffective in such jurisdiction only to the extent of such prohibition, invalidity or unenforceability, without invalidating or rendering unenforceable the remainder of such provision or the remaining provisions of this Amendment, the other Amendment Documents or any other statement, instrument or transaction contemplated hereby or thereby or relating hereto or thereto in such jurisdiction, or affecting the effectiveness, validity or enforceability of such provision in any other jurisdiction.

**Section 8. Successors.** The Amendment Documents shall be binding upon the Grantor and the Secured Party and their respective successors and assigns, and shall inure to the benefit of the Grantor and the Secured Party and the successors and assigns of the Secured Party.

**Section 9. Legal Expenses.** The Grantor agrees to reimburse the Secured Party and the Banks, upon execution of this Amendment, for all reasonable out-of-pocket expenses (including attorneys' fees and legal expenses of outside counsel for the Secured Party and/or the allocated costs of internal counsel to the Secured Party) incurred in connection with the negotiation, preparation and execution of the Amendment Documents and all other documents negotiated, prepared and executed in connection with the Amendment Documents, and in enforcing the obligations of the Grantor under the Amendment Documents, and to pay and save the Secured Party harmless from all liability for, any stamp or other taxes which may be payable with respect to the execution or delivery of the Amendment Documents, which obligations of the Grantor shall survive any termination of the Guaranty or the Security Agreement.

**Section 10. Headings.** The headings of various sections of this Amendment have been inserted for reference only and shall not be deemed to be a part of this Amendment.

**Section 11. Counterparts.** The Amendment Documents may be executed in several counterparts as deemed necessary or convenient, each of which, when so executed, shall be deemed an original, provided that all such counterparts shall be regarded as one and the same document, and either party to the Amendment Documents may execute any such agreement by executing a counterpart of such agreement.

**Section 12. Governing Law. THE AMENDMENT DOCUMENTS SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF MINNESOTA, WITHOUT GIVING EFFECT TO CONFLICT OF LAW PRINCIPLES THEREOF, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS, THEIR HOLDING COMPANIES AND THEIR AFFILIATES.**

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**Schedule I**

<u>U.S. Patent Title</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Record Owner</u>
Pulley for Operating Aircrafts	D 326,602	06/02/1992	Arvan, Inc.
Automobile Wind Deflector	D 335,646	05/18/1993	Arvan, Inc.
Side Window Air Deflector Incorporating a Side View Mirror	5,150,941	09/29/1992	Arvan, Inc.