

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Airborne Systems North America of NJ Inc.	12/23/2011
RECEIVING PARTY DATA	
Name:	PNC Bank, National Association
Street Address:	500 First Avenue
Internal Address:	c/o Document Control Center
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15129
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	5839695
Patent Number:	6443396
Patent Number:	7338016
Patent Number:	7648105
Application Number:	61541555
Application Number:	12318514
Application Number:	12073206
Application Number:	12656154
CORRESPONDENCE DATA	
Fax Number:	(202)344-8300
Phone:	703-875-0456
Email:	ajzottola@venable.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	A.J. Zottola

CH \$320.00 5839695

Address Line 1: 575 7th Street, NW
Address Line 2: P.O. Box 34385
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004-9998

NAME OF SUBMITTER:	A.J. Zottola (Venable LLP)
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Total Attachments: 9

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GRANT OF
SECURITY INTEREST IN PATENTS, TRADEMARKS AND COPYRIGHTS

This GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND COPYRIGHTS (this "Agreement") is entered into effective as of December 23, 2011 by and among AIRBORNE SYSTEMS NORTH AMERICA OF NJ INC., a New Jersey corporation (the "Grantor"), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as Agent (the "Agent") for the Lenders referred to below (the "Agent"), each of which are parties to that certain Patent, Trademark and Copyright Security Agreement, dated as of December 23, 2011 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among Airborne Acquisition, Inc., a Delaware corporation (the "Borrower"), each of the other grantors party thereto and the Agent.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement (as amended, restated, modified or supplemented from time to time, the "Credit Agreement") dated as of December 23, 2011 by and among the Borrower, the Grantor, each of the other Guarantors (as defined therein), the "Lenders" (as defined therein) and the Agent, the Agent and the Lenders have agreed to provide certain loans and other financial accommodations to the Borrower, and the Grantor has agreed, among other things, to grant a security interest to the Agent in the Grantor's Patents, Trademarks and Copyrights (as defined in the Security Agreement); and

WHEREAS, in connection with the Credit Agreement and the Security Agreement, the Grantor 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 intending to be legally bound, the Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms used in this Agreement have the meanings provided, or provided by reference in, the Security Agreement.

SECTION 2. Grant of Security Interest. Subject to the terms and conditions of the Credit Agreement and the Security Agreement, the Grantor hereby grants to and creates in favor of the Agent, for the benefit of the Agent and the Lenders, a security interest in and to all of the Grantor's Patents, Trademarks and Copyrights (including, without limitation, those items listed on Schedule A, Schedule B and Schedule C attached hereto) (collectively, the "Collateral"); provided, however, that notwithstanding anything to the contrary herein, no security interest shall be deemed granted hereunder in any intent to use trademark applications solely to the extent that, and during the period in which, the grant of a security interest therein would impair the validity or enforceability thereof or result in the cancellation or voiding thereof.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor 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 Agent, for the

benefit of the Agent and the Lenders, in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Agents and Lenders thereunder) shall remain in full force and effect in accordance with its terms.

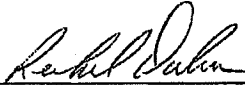
SECTION 4. Acknowledgment. The Grantor hereby further acknowledges and affirms that the rights and remedies of the Agent and the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security 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 shall constitute one and the same original.

[Remainder of the page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ATTEST

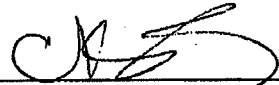

Name: Richard Dunbar
Title: Banking Service Advisor

ATTEST

Name: _____
Title: _____

AGENT:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Crissola Kennedy Talsania
Title: Vice President

GRANTOR:

AIRBORNE SYSTEMS NORTH
AMERICA OF NJ INC.

By: _____
Name: _____
Title: _____

[Signature page – Grant of Security Interest in Patents, Trademarks and Copyrights]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ATTEST

Name:
Title:

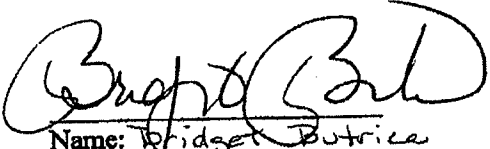
AGENT:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____

Name:
Title:

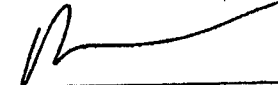
ATTEST


Name: Bridget Butrice
Title: Director of Finance - ASNA

GRANTOR:

AIRBORNE SYSTEMS NORTH
AMERICA OF NJ INC.

By: _____


Name: Brad Pedersen
Title: President

[Signature page -- Grant of Security Interest in Patents, Trademarks and Copyrights]

SCHEDULE A

UNITED STATES ISSUED PATENTS AND PATENT APPLICATIONS

1. Registered Patents:

<u>Exact Legal Name of Owner</u>	<u>Description of Intellectual Property</u>	<u>Status</u>	<u>Country of Registration / Registration Office(s)</u>	<u>Application or Registratio n Number(s)</u>	<u>Application, Issuance, or Registration Date(s)</u>
Airborne Systems North America of NJ Inc.	CRUCIFORM PARACHUTE DESIGN	Issued	U.S. / USPTO	5,839,695	11/24/1998 (Issue Date)
Airborne Systems North America of NJ Inc.	CRUCIFORM PARACHUTE WITH ARMS ATTACHED	Issued	U.S. / USPTO	6,443,396	9/3/2002 (Issue Date)
Airborne Systems North America of NJ Inc.	MULTI- GROMMET RETAINED SLIDER FOR PARACHUTES	Issued	U.S. / USPTO	7,338,016	3/4/2008 (Issue Date)
Airborne Systems North America of NJ Inc.	DEPLOYMENT BRAKE RELEASE FOR A PARACHUTE	Issued	U.S. / USPTO	7,648,105	1/19/2010 (Issue Date)
Airborne Systems North America of NJ Inc.	Not published	Filed	U.S. / USPTO	61/541555	9/30/2011 (App. Date)

2. Patent Applications:

<u>Exact Legal Name of Owner</u>	<u>Description of Intellectual Property</u>	<u>Status</u>	<u>Country of Registration / Registration Office(s)</u>	<u>Application or Registration Number(s)</u>	<u>Application, Issuance, or Registration Date(s)</u>
Airborne Systems North America of NJ Inc.	ERGONOMIC PARACHUTE SEAT	Abandoned	U.S. / USPTO	12/318514 20100164258 (Publication No.)	12/30/2008 (App. Date) 7/1/2010 (Publication Date)
Airborne Systems North America of NJ Inc.	MULTI- GROMMET RETAINED SLIDER FOR PARACHUTES	Published	U.S. / USPTO	12/073206 (App. No.) 20080217480 (Publication No.)	3/3/2008 (App. Date) 9/11/2008 (Publication Date)
Airborne Systems North America of NJ Inc.	AIRBORNE GUIDANCE UNIT FOR PRECISION AERIAL DELIVERY	Abandoned	U.S. / USPTO	12/656154 (App. No.) 20110174931 (Publication No.)	1/19/2010 (App. Date) 7/21/2011 (Publication Date)

SCHEDULE B

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

1. Trademarks:

<u>Exact Legal Name of Owner</u>	<u>Description of Intellectual Property</u>	<u>Status</u>	<u>Country of Registration / Registration Office(s)</u>	<u>Application or Registration Number(s)</u>	<u>Application or Registration Date(s)</u>
Airborne Systems North America of NJ Inc.	P PARA- FLITE and Design 	Registered	U.S. / USPTO	1307943	12/4/1984
Airborne Systems North America of NJ Inc.	PARA-POINT	Registered	U.S. / USPTO	1307944	12/4/1984
Airborne Systems North America of NJ Inc.	SOLR	Pending ITU	U.S. / USPTO	85348720	6/17/2011
Airborne Systems North America of NJ Inc.	ULTRAFLY	Pending	U.S. / USPTO	85441655	10/7/2011
Airborne Systems North America of NJ Inc.	FLYCLOPS	Pending ITU	U.S. / USPTO	85339088	6/6/2011
Airborne Systems North America	JTRAX	Pending ITU	U.S. / USPTO	85371171	7/14/2011

of NJ Inc.					
Airborne Systems North America of NJ Inc.	INTRUDER	Pending ITU	U.S. / USPTO	85330083	5/25/2011
Airborne Systems North America of NJ Inc.	RAIDER	Pending ITU	U.S. / USPTO	85330061	5/25/2011
Airborne Systems North America of NJ Inc.	EUROFLY	Pending ITU	U.S. / USPTO	85346804	6/15/2011
Airborne Systems North America of NJ Inc.	WARFLY	Pending ITU	U.S. / USPTO	85346789	6/15/2011

2. Applications:

NONE.

SCHEDULE C

UNITED STATES COPYRIGHTS REGISTRATIONS AND APPLICATIONS

NONE.