

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT AND ASSUMPTION OF SECOND LIEN SECURITY INTEREST IN PATENT RIGHTS AT REEL 020045 FRAME 0340										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>LEHMAN COMMERCIAL PAPER INC.</td> <td>01/26/2012</td> </tr> </tbody> </table>		Name	Execution Date	LEHMAN COMMERCIAL PAPER INC.	01/26/2012						
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RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>WILMINGTON TRUST, NATIONAL ASSOCIATION</td> </tr> <tr> <td>Street Address:</td> <td>50 SOUTH SIXTH STREET, SUITE 1290</td> </tr> <tr> <td>City:</td> <td>MINNEAPOLIS</td> </tr> <tr> <td>State/Country:</td> <td>MINNESOTA</td> </tr> <tr> <td>Postal Code:</td> <td>55402</td> </tr> </table>		Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION	Street Address:	50 SOUTH SIXTH STREET, SUITE 1290	City:	MINNEAPOLIS	State/Country:	MINNESOTA	Postal Code:	55402
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PROPERTY NUMBERS Total: 1											
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CORRESPONDENCE DATA											
<p>Fax Number: (714)755-8290 Email: IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Correspondent Name: LATHAM & WATKINS LLP Address Line 1: 650 TOWN CENTER DRIVE, 20TH FLOOR Address Line 4: COSTA MESA, CALIFORNIA 92626</p>											
ATTORNEY DOCKET NUMBER:	044807-0001										
NAME OF SUBMITTER:	KRISTIN J AZCONA										
<p>Total Attachments: 5 source=020045-0340#page1.tif source=020045-0340#page2.tif source=020045-0340#page3.tif source=020045-0340#page4.tif source=020045-0340#page5.tif</p>											

OP \$40.00 6323813

ASSIGNMENT AND ASSUMPTION

This ASSIGNMENT AND ASSUMPTION dated as of January 26, 2012 (this "Assignment and Assumption") is made by LEHMAN COMMERCIAL PAPER INC. ("Lehman") and WILMINGTON TRUST, NATIONAL ASSOCIATION ("Wilmington").

WHEREAS, reference is made to that certain Second Lien Credit Agreement dated as of October 25, 2007 (as amended, supplemented or otherwise modified prior to the date hereof, (the "Credit Agreement"); unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given therein) by and among ARINC Incorporated, a Delaware corporation, (the "Borrower"), Radio Holdings, Inc., a Delaware corporation, Radio Acquisition Corp., a Delaware corporation, as Initial Borrower, Lehman, in its capacity as Collateral Agent, (the "Agent") for several banks and other financial institutions (the "Lenders"), JPMorgan Chase Bank, N.A., a national banking association, as Syndication Agent and Lehman, in its capacity as Administrative Agent.

WHEREAS, reference is also made to the Second Lien Guarantee and Collateral Agreement, dated October 25, 2007, between Aeronautical Radio, Inc. (the "Grantor"), the Borrower and certain other subsidiaries of the Borrower and Agent (the "Guarantee and Collateral Agreement"); and

WHEREAS, pursuant to the Credit Agreement and the Grant of Second Lien Security Interest in Patent Rights recorded with the United States Patent and Trademark Office on October 31, 2007, in Reel 020045, Frame 0340, as Docket Number 509333/0163, (the "Patent Security Agreement"), Grantor granted Agent a lien on and security interest in and to all of its right, title and interest in and to the Patents owned by it, as described on Schedule A;

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto agree as follows:

Lehman hereby irrevocably, absolutely and unconditionally assigns to Wilmington without recourse and without any representation or warranty of any kind, nature or description and Wilmington hereby assumes from Lehman, the interest in and to Lehman's rights and obligations under the Patent Security Agreement (the "Assigned Interest"), as of the Effective Date (as defined below).

The effective date of this Assignment and Assumption shall be the date of execution by all parties (the "Effective Date"). Following the execution of this Assignment and Assumption, it will be delivered to Wilmington for recording by Wilmington pursuant to the Credit Agreement, the Guarantee and Collateral Agreement and the Patent Security Agreement with the United States Patent and Trademark Office.

From and after the Effective Date, (a) Wilmington shall be a party to the Patent Security Agreement and, to the extent provided in this Assignment and Assumption, have the rights and obligations of the Agent thereunder and shall be bound by the provisions thereof and

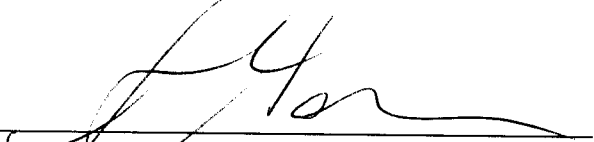
(b) Lehman shall, to the extent provided in this Assignment and Assumption, relinquish its rights and be released from its obligations under the Patent Security Agreement.

This Assignment and Assumption shall be governed by and construed in accordance with the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]


IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed by their respective duly authorized officers.

LEHMAN COMMERCIAL PAPER INC.,
as Assignor

By: 
Name: **AHUVA SCHWAGER**
Title: **AUTHORIZED SIGNATORY**

Accepted:

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Assignee

By: 
Name: **Joshua G. James**
Title: **Banking Officer**

SCHEDULE A
to
ASSIGNMENT AND ASSUMPTION

PATENTS

Patent	Patent/Application Number
Communications systems and method	6,323,813