

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
AERO-INSTRUMENTS CO., LLC	09/14/2012
RECEIVING PARTY DATA	
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT
Street Address:	11 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	7549331
Patent Number:	8100582
CORRESPONDENCE DATA	
Fax Number:	8668265420
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Email:	ipresearchplus@comcast.net
Correspondent Name:	IP Research Plus, Inc.
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Address Line 2:	attn: Penelope J.A. Agodoa
Address Line 4:	Waldorf, MARYLAND 20602
ATTORNEY DOCKET NUMBER:	38134
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Total Attachments: 7 source=38134#page1.tif source=38134#page2.tif	

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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of September 14, 2012 (this "Agreement"), is entered into by Aero-Instruments Co., LLC (the "Grantor") in favor of Credit Suisse AG, as administrative agent and collateral agent (in such capacity, the "Agent") for the Secured Parties under the Guarantee and Collateral Agreement (as defined herein).

WHEREAS, TransDigm Inc. (the "Borrower"), TransDigm Group Incorporated ("Holdings"), the subsidiaries of the Borrower party thereto, the lenders party thereto from time to time, the Agent and certain other parties as named therein have entered into a Credit Agreement, dated as of June 23, 2006, as amended by Amendment No. 1, dated as of January 25, 2007 (the "2006 Credit Agreement");

WHEREAS, the Borrower, Holdings, the subsidiaries of the Borrower party thereto, the lenders party thereto from time to time (the "2010 Lenders"), the Agent and certain other parties as named therein have entered into a Credit Agreement, dated as of December 6, 2010, as amended by Amendment No. 1, dated as of March 25, 2011 (as further amended, supplemented or otherwise modified from time to time, the "2010 Credit Agreement");

WHEREAS, the Borrower, Holdings, the subsidiaries of the Borrower party thereto, the lenders party thereto from time to time (the "2011 Lenders" and, together with the 2010 Lenders, the "Lenders"), the Agent and certain other parties as named therein have entered into a Credit Agreement dated as of February 14, 2011, as amended by Amendment No. 1 and Incremental Term Loan Assumption Agreement, dated as of February 15, 2012 (as further amended, supplemented or otherwise modified from time to time, the "2011 Credit Agreement" and, together with the 2010 Credit Agreement, the "Credit Agreements");

WHEREAS, the Obligations under the 2006 Credit Agreement were indefeasibly paid in full, and the 2006 Credit Agreement was terminated, on December 14, 2010;

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 Agreements that the Grantor shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of June 23, 2006, as amended and restated as of December 6, 2010, and as further amended and restated as of February 14, 2011, in favor of the Agent (as further amended, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement") to guarantee and secure the Obligations under the 2010 Credit Agreement and the 2011 Credit Agreement;

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantor to the Agent for the ratable benefit of the Secured Parties, and has agreed as a condition thereof to execute this amended and

restated Patent Security Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Secured Parties hereby agree as follows:

SECTION 1. DEFINED TERMS. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Guarantee and Collateral Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. The Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor's right, title, and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Patent Collateral"):

(a) all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office (or any successor or any similar offices in any other country), including without limitation, each United States federally registered patent and patent application identified on Schedule I,

(b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein, and

(c) any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a patent, now or hereafter owned by the Grantor or that the Grantor otherwise has the right to license, is in existence, or granting to the Grantor any right to make, use or sell any invention on which a patent, now or hereafter owned by any third party, is in existence, and all rights of the Grantor under any such agreement.

SECTION 3. PRECEDENCE. The security interest granted hereby is granted in furtherance, and not in limitation, of the security interest granted to the Secured Parties under the Guarantee and Collateral Agreement. 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 control.

SECTION 4. RECORDATION. The Grantor authorizes and requests that the U.S. Patent and Trademark Office and any other applicable government officer record this Patent Security Agreement.

SECTION 5. MODIFICATION OF AGREEMENT. This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance

with the amendment provisions of the Guarantee and Collateral Agreement pursuant to which the Agent may modify this Agreement, after obtaining the Grantor's approval of or signature to such modification, by amending Schedule I hereto to include reference to any right, title or interest in any existing Patents or any Patents acquired or developed by the Grantor after the execution hereof or to delete any reference to any right, title or interest in any Patents in which the Grantor no longer has or claims any right, title or interest.

SECTION 6. GENERAL.

(a) Governing Law. **THIS DOCUMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

(b) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Secured Parties and the Grantor and their respective successors and assigns. The Grantor shall not, without the prior written consent of the Secured Parties given in accordance with the applicable Credit Agreement, assign any right, duty or obligation hereunder.

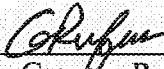
(c) Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the Grantor and the Secured Parties have caused this Agreement to be duly executed and delivered as of the date first above written.

AERO-INSTRUMENTS CO., LLC, as the
Grantor

by



Name: Gregory Rufus
Title: Treasurer and Secretary

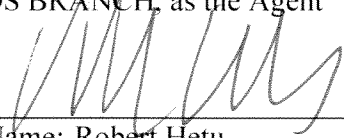
[SIGNATURE PAGE TO THE AERO-INSTRUMENTS PATENT SECURITY AGREEMENT]

[[3368704]]

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CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH, as the Agent

by



Name: Robert Hetu
Title: Managing Director

by



Name: Kevin Buddhew
Title: Associate

[SIGNATURE PAGE TO THE AERO-INSTRUMENTS PATENT SECURITY AGREEMENT]

[[3368704]]

PATENT
REEL: 029006 FRAME: 0930

Schedule I

Patent Registrations

Registered Patents

COUNTRY	PATENT TITLE	PATENT NO.	ISSUE DATE
U.S.	NOSE SECTION FOR A PITOT PROBE	7,549,331 B1	6/23/09
U.S.	TEMPERATURE PROBE	8,100,582 B1	1/24/12

Patent Applications

None.

IP Licenses

LICENSED PRODUCT	EFFECTIVE DATE	EXPIRATION DATE	LICENSOR NAME
ANSYS FLUENT	9/28/11	9/27/12	ANSYS, Inc.
ANSYS Geometry Interface for Creo Parametric	9/28/11	9/27/12	ANSYS, Inc.
ANSYS DesignModeler	9/28/11	9/27/12	ANSYS, Inc.
ANSYS HPC Pack	9/28/11	9/27/12	ANSYS, Inc.