

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT2659671

SUBMISSION TYPE:	NEW ASSIGNMENT																								
NATURE OF CONVEYANCE:	SECURITY AGREEMENT																								
CONVEYING PARTY DATA																									
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<table border="1"> <tr> <td>Name:</td> <td>CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS THE AGENT</td> </tr> <tr> <td>Street Address:</td> <td>11 MADISON AVENUE</td> </tr> <tr> <td>City:</td> <td>NEW YORK</td> </tr> <tr> <td>State/Country:</td> <td>NEW YORK</td> </tr> <tr> <td>Postal Code:</td> <td>10010</td> </tr> </table>		Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS THE AGENT	Street Address:	11 MADISON AVENUE	City:	NEW YORK	State/Country:	NEW YORK	Postal Code:	10010														
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CORRESPONDENCE DATA																									

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Fax Number: (866)826-5420
Phone: 301-638-0511
Email: ipresearchplus@comcast.net
Correspondence will be sent via US Mail when the email attempt is unsuccessful.
Correspondent Name: IP RESEARCH PLUS, INC.
Address Line 1: 21 TADCASTER CIRCLE
Address Line 2: ATTN: PENELOPE J.A. AGODOA
Address Line 4: WALDORF, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	CRS1-39129
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NAME OF SUBMITTER:	PENELOPE J.A. AGODOA
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Signature:	/pja/
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Date:	12/24/2013
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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of December 19, 2013 (this "Agreement"), is entered into by each of the Grantors listed on the signature pages hereto (each, a "Grantor" and, collectively, the "Grantors") in favor of Credit Suisse AG, as administrative agent under the Credit Agreement (as defined herein) and as collateral agent (in such capacity, the "Agent") for the Secured Parties under the Guarantee and Collateral Agreement (as defined herein).

WHEREAS, TransDigm Inc., a Delaware corporation (the "Borrower"), TransDigm Group Incorporated, a Delaware corporation ("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 an Amended and Restated Credit Agreement, dated as of February 28, 2013, as amended by Amendment No. 1, dated as of July 1, 2013 (as further amended, supplemented, or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, on the date hereof, the Grantors, the other parties thereto and the Agent have entered into Supplement No. 3 (the "Supplement") to the Guarantee and Collateral Agreement, dated as of June 23, 2006, as amended and restated as of December 6, 2010, as further amended and restated as of February 14, 2011, and as further amended and restated as of February 28, 2013 (the "Existing Guarantee and Collateral Agreement" and, together with the Supplement, the "Guarantee and Collateral Agreement");

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 Agreement that each Grantor shall have guaranteed and secured the Obligations under the Credit Agreement;

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

the Secured Parties, a security interest in and continuing lien on all of such 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 such Grantor or that such Grantor otherwise has the right to license, is in existence, or granting to such 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 such 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. Each 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 Grantors' 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 a Grantor after the execution hereof or to delete any reference to any right, title or interest in any Patents in which such 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 Grantors and their respective successors and assigns. The Grantors shall not, without the prior written consent of the Secured Parties given in accordance with the 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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

AIRBORNE SYSTEMS NORTH
AMERICA OF CA INC., as Grantor

by


Name: Gregory Rufus
Title: Treasurer and Secretary

AIRBORNE SYSTEMS NORTH
AMERICA OF NJ INC., as Grantor

by


Name: Gregory Rufus
Title: Treasurer and Secretary

AEROSONIC LLC, as Grantor

by

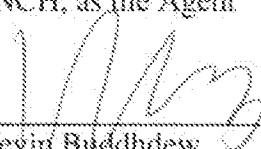

Name: Gregory Rufus
Title: Treasurer and Secretary

[Signature Page to the Patent Security Agreement]

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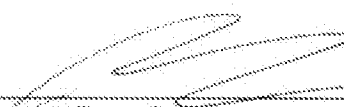
CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH, as the Agent

by



Name: Kevin Buddhew
Title: Authorized Signatory

by



Name: Ryan Long
Title: Authorized Signatory

[Signature Page to the Patent Security Agreement]

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PATENT
REEL: 031869 FRAME: 0055

Schedule I

Patents and Patent Applications

TITLE	APPLN NO.	FILED	PATENT NO.	GRANT DATE	GRANTOR / CURRENT OWNER	STATUS
Extraction Force Transfer Coupling And Extraction Parachute Jettison System	13102499	5/6/11			Airborne Systems North America Of CA Inc.	Pending
Cruciform Parachute Design	08650946	5/20/96	5839695	11/24/98	Airborne Systems North America Of NJ Inc.	Granted
Cruciform Parachute With Arms Attached	09659782	9/11/00	6443396	9/30/02	Airborne Systems North America Of NJ Inc.	Granted
Multi-Grommet Retained Slider For Parachutes	11201186	8/11/05	7338016	3/4/08	Airborne Systems North America Of NJ Inc.	Granted
Deployment Brake Release For A Parachute	11645029	12/26/06	7648105	1/19/10	Airborne Systems North America Of NJ Inc.	Granted
Multi-Grommet Retained Slider For Parachutes	12073206	3/3/08	8091834	1/10/12	Airborne Systems North America Of NJ Inc.	Granted
Parachute Harness Container With Bio-Contoured Load Distributing Vest	13632304	10/1/12			Airborne Systems North America Of NJ Inc.	Pending
Multi-Grommet Retained Slider For Parachutes	13344138	1/5/12	8220751	7/17/12	Airborne Systems North America Of NJ Inc.	Granted
Multifunction Aircraft Probes	09109072	7/2/98	6012331	1/11/00	Aerosonic Corporation (n/k/a Aerosonic LLC)	Granted
Transponder Squawk Calibration	08413716	3/30/95	5532698	7/2/96	Aerosonic Corporation (n/k/a Aerosonic LLC)	Granted
Servo Controlled Airspeed Indicator	08413715	3/30/95	5551289	9/3/96	Aerosonic Corporation (n/k/a Aerosonic LLC)	Granted

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