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05-21-2003



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DEPARTMENT OF COMMERCE
J.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
HEICO Corporation
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State FL
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: SunTrust Bank, as Administrative Agent
Internal
Address: _____
Street Address: P.O. Box 4418
City: Atlanta State: GA Zip: 30308
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Georgia
 Other _____
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: May 15, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
1412873
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Susan Lake
Internal Address: King & Spalding LLP

Street Address: 191 Peachtree Street

City: Atlanta State: GA Zip: 30303

6. Total number of applications and registrations involved:
7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed expedite \$ 120.00
 Authorized to be charged to deposit account
8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Susan Lake Susan Lake May 19, 2003
Name of Person Signing Signature Date
Total number of pages including cover sheet, attachments, and document:

05/21/2003 LMUELLER 00000149 1412873

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

01 FC:8521 40.00 OP
02 FC:8523 120.00 OP

TRADEMARK
REEL: 002655 FRAME: 0511

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS
(Borrower)

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of May 15, 2003 is made by HEICO Corporation, a Florida corporation (the "Obligor"), in favor of SUNTRUST BANK, a Georgia banking corporation, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), party to the Revolving Credit Agreement, dated as of May 15, 2003, among the Obligor, the Lenders and the Agent (as amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement").

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Obligor upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Obligor has executed and delivered a Security Agreement, dated as of May 15, 2003 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Obligor has pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Obligor 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 in order to induce the Lenders to make Loans and other financial accommodations to the Obligor pursuant to the Credit Agreement, Obligor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. In order to secure the full and punctual payment and performance of the Secured Obligations in accordance with the terms thereof, the Obligor hereby pledges, assigns, hypothecates, sets over and conveys to the Agent on its behalf and on behalf of the Lenders and grants to the Agent on its behalf and on behalf of the Lenders a continuing security interest in and to, all of its rights in and to, the Trademarks (including, without limitation, those items listed on Schedule A hereto).

SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor 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 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 Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature Pages Follow]

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.

HEICO CORPORATION

By: 

Name: Thomas S. Irwin

Title: Executive Vice President, Chief Financial
Officer and Treasurer

[SIGNATURE PAGE TO GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (BORROWER)]

TRADEMARK
REEL: 002655 FRAME: 0514


STATE OF FLORIDA)
) ss
COUNTY OF BROWARD)

On the 14th day of May, 2003, before me personally came Thomas S. Irwin, who is personally known to me to be the Executive Vice President, Chief Financial Officer and Treasurer of HEICO CORPORATION, a Florida corporation; who, being duly sworn, did depose and say that he is the Executive Vice President, Chief Financial Officer and Treasurer of such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument in his capacity as Executive Vice President, Chief Financial Officer and Treasurer of HEICO CORPORATION pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.

Genevieve A. Young
Notary Public OFFICIAL NOTARY SEAL
GENEVIEVE A YOUNG
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. DD172292
MY COMMISSION EXP. DEC. 16, 2006

(PLACE STAMP AND SEAL ABOVE)

SUNTRUST BANK,
as Administrative Agent for the Lenders

By: 
Name: Edward F. Wente
Title: Director

[SIGNATURE PAGE TO GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (BORROWER)]

TRADEMARK
REEL: 002655 FRAME: 0516

STATE OF GEORGIA)
) ss
COUNTY OF FULTON)

On the 14th day of May, 2003, before me personally came Edward E. Wooten, who is personally known to me to be a Director of SunTrust Bank, a Georgia banking corporation; who, being duly sworn, did depose and say that he is a Director of such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

(PLACE STAMP AND SEAL ABOVE)



SCHEDULE A

**U.S. Trademarks Registrations and Applications
for HEICO Corporation**

<u>Trademark</u>	<u>Application or Serial Number</u>	
"HEICO"	1412873	

{M1928251;1}