

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) **RECORDATION FORM COVER SHEET TRADEMARKS ONLY** U.S. DEPARTMENT OF COMMERCE U.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):
Tri-Star Electronics International, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State California
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: General Electric Capital Corporation
Internal (for itself and in its capacity as Senior Agent
Address: for Senior Lenders)

Street Address: 335 Madison Avenue
City: New York State: NY Zip: 10017

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 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 23, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

B. Trademark Registration No.(s)
2407578
2584881

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Christine F. Benton
Internal Address: Clifford Chance US LLP

Street Address: 200 Park Avenue

City: New York State: New York Zip: 10166

6. Total number of applications and registrations involved: **2**

7. Total fee (37 CFR 3.41).....\$ 65


Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
18-1843

(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.

Christine F. Benton  5/29/03
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **12**

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

EXECUTION COPY**SENIOR TRADEMARK SECURITY AGREEMENT**

This SENIOR TRADEMARK SECURITY AGREEMENT is dated as of May 23, 2003 (this "Senior Trademark Security Agreement"), by and among WINGS HOLDINGS, INC., a Delaware corporation ("Holdings"), AVTECH CORPORATION, a Washington corporation ("Avtech"), TRI-STAR ELECTRONICS INTERNATIONAL, INC., a California corporation ("Tri-Star"), and AEROSPACE DISPLAY SYSTEMS, LLC, a Delaware limited liability company ("ADS"), and together with Holdings, Avtech and Tri-Star, each a "Borrower" and "Grantor" and collectively as "Borrowers" or "Grantors"), and GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, for itself and in its capacity as Senior Agent for Senior Lenders ("Senior Agent").

WITNESSETH:**WHEREAS:**

- (A) Grantors have entered into a Credit Agreement dated as of the date hereof (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified and in effect from time to time, the "Credit Agreement") by and among the Borrowers, the other persons named therein as Credit Parties, Lenders and General Electric Capital Corporation as Agent, pursuant to which, among other things, Senior Lenders have agreed to make certain revolving and term credit facilities available to Borrowers upon the terms and subject to the conditions specified in the Credit Agreement;
- (B) Borrowers wish to borrow certain Loans and cause certain Letters of Credit to be issued (as such terms are defined in the Credit Agreement);
- (C) Senior Lenders are willing to make the Loans to be made by Senior Lenders as provided for in the Credit Agreement, but only upon the condition, among others, that each Grantor shall have executed and delivered to Senior Agent, for itself and for the ratable benefit of Senior Lenders, that certain Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement") by and between Grantors and Senior Agent; and
- (D) Pursuant to the Security Agreement, each Grantor is required to execute and deliver to Senior Agent, for itself and for the ratable benefit of Senior Lenders, this Senior Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement and Annex A thereto.

GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

To secure the prompt and complete payment, performance and observance of all of the Senior Obligations and all renewals, extensions, restructurings and refinancings thereof, and all obligations, liabilities and indebtedness of each Grantor arising under the Credit Agreement and the other Loan Documents (other than in respect of SCIL Obligations) (all such Obligations and other secured obligations, the "Senior Secured Obligations") each Grantor hereby grants to Senior Agent, on behalf of itself and Senior Lenders, a continuing first priority security interest and Lien in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its (i) Trademarks and (ii) Trademark Licenses to which any Grantor is a party including those referred to on Schedule I hereto but in no event any intent to use applications relating to Trademarks (if and to the extent that the creation of a Lien on licensed rights is not prohibited by the agreement granting such license, provided that if any such prohibition is contained in any such agreement, the relevant Grantor shall use all reasonable efforts to amend such agreement to remove such prohibition);
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by, right in and judgment in favor of such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License;

provided, however, in no event shall Trademark Collateral include (A) any lease, license, contract, property rights or agreement to which the Grantor is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest shall constitute or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of such Grantor therein or (ii) in a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity); provided, however, that such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and to the extent severable, shall attach immediately to any portion of such lease, license, contract, property rights or agreement that does not result in any of the consequences specified in (i) or (ii) above; or (B) any asset subject to a Permitted Encumbrance.

SECURITY AGREEMENT

The security interests granted pursuant to this Senior Trademark Security Agreement are granted in conjunction with the security interests granted to Senior Agent, on behalf of itself and Senior Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Senior Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement and the

other Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

TERMINATION OF THIS SENIOR TRADEMARK SECURITY AGREEMENT

This Senior Trademark Security Agreement shall terminate upon the Senior Termination Date, and Senior Agent shall at such time transfer any item of Trademark Collateral delivered to the Senior Agent hereunder to Junior Agent for the benefit of Junior Agent and the SCIL Lenders.

IN WITNESS WHEREOF, each Grantor has caused this Senior Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

WINGS HOLDINGS, INC.
as a Grantor

By: _____
Name: William Hopkins
Title: President

AVTECH CORPORATION
as a Grantor

By: _____
Name: Michael Lowenson
Title: Secretary

**TRI-STAR ELECTRONICS
INTERNATIONAL, INC.**
as a Grantor

By: _____
Name: Corina Wandrey
Title: Secretary

AEROSPACE DISPLAY SYSTEMS, LLC
as a Grantor

By: James Parsons
Name: James Parsons
Title: Secretary

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Senior Agent

By: _____
Name: Ryan Cascade
Title: Its Duly Authorized Signatory

NYA 599232

IN WITNESS WHEREOF, each Grantor has caused this Senior Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

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as a Grantor

By: _____
Name: William Hopkins
Title: President

AVTECH CORPORATION
as a Grantor

By: _____
Name: Michael Lowenson
Title: Secretary

**TRI-STAR ELECTRONICS
INTERNATIONAL, INC.**
as a Grantor

By: Corina Ann Wandrey
Name: Corina Wandrey
Title: Secretary

AEROSPACE DISPLAY SYSTEMS, LLC
as a Grantor

By: _____
Name: James Parsons
Title: Secretary

ACCEPTED AND ACKNOWLEDGED BY:
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Title: Secretary

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Senior Agent

By: _____
Name: Ryan Cascade
Title: Its Duly Authorized Signatory

NYA 599212

IN WITNESS WHEREOF, each Grantor has caused this Senior Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

WINGS HOLDINGS, INC.
as a Grantor

By: 
Name: William Hopkins
Title: President

AVTECH CORPORATION
as a Grantor

By: _____
Name: Michael Lowenson
Title: Secretary

**TRI-STAR ELECTRONICS
INTERNATIONAL, INC.**
as a Grantor

By: _____
Name: Corina Wandrey
Title: Secretary

AEROSPACE DISPLAY SYSTEMS, LLC
as a Grantor

By: _____
Name: James Parsons
Title: Secretary

ACCEPTED AND ACKNOWLEDGED BY:

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as Senior Agent

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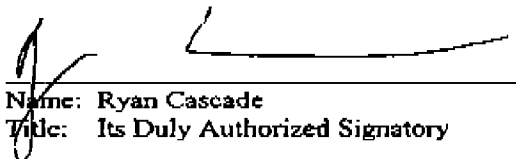
**TRI-STAR ELECTRONICS
INTERNATIONAL, INC.**
as a Grantor

By: _____
Name: Corina Wandrey
Title: Secretary

AEROSPACE DISPLAY SYSTEMS, LLC
as a Grantor

By: _____
Name: James Parsons
Title: Secretary

ACCEPTED AND ACKNOWLEDGED BY:
GENERAL ELECTRIC CAPITAL CORPORATION,
as Senior Agent

By: 
Name: Ryan Cascade
Title: Its Duly Authorized Signatory

NYA 599232

**SCHEDULE I
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS**

Owner	Mark	Registration No.	Registration Date
Tri-Star Electronics International, Inc.	Tri-Star Symbol	2,407,578	11-Nov-00
Tri-Star Electronics International, Inc.	CQ Connector	75/005/780	16-Oct-95
Tri-Star Electronics International, Inc.	Cory Components	2,584,881	25-Jun-02
Avtech Corporation	"Ideas that Fly"	1,804,707	16-Nov-93