

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Termination and Release of Security Interest
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Collateral Agent		03/10/2004	national banking association: UNITED STATES

RECEIVING PARTY DATA	
Name:	ARINC Incorporated
Street Address:	2551 Riva Road
City:	Annapolis
State/Country:	MARYLAND
Postal Code:	21401
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	2762383	FOREWARN
Registration Number:	1179508	ARINC
Registration Number:	1096980	ACARS
Registration Number:	962817	AERO LINE
Registration Number:	962816	PLANE TALK
Registration Number:	861149	ARINC
Registration Number:	761093	ARINC
Registration Number:	2217926	TABORET
Registration Number:	2316972	SKYSOURCE
Registration Number:	2162873	PILOTMATE
Registration Number:	2187177	DOMINIUM
Registration Number:	2181242	INFOCISE
Registration Number:	2088283	SKYDOC
Registration Number:	2122015	CNS/LINK

OP \$640.00 2762383

Registration Number:	1950436	MUSE
Registration Number:	1850907	ADNS
Registration Number:	1735805	GLOBALINK
Registration Number:	2301647	AIM
Registration Number:	1276575	STAMP
Registration Number:	2600131	AVINET
Registration Number:	2596833	AVINET
Registration Number:	2066266	SKYELINK
Registration Number:	2213993	SKYDOC
Serial Number:	76305782	TRANSCENDA
Serial Number:	76156260	AVIPARTS

CORRESPONDENCE DATA

Fax Number: (919)286-8199
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 919 286-8049
Email: PTO_TMconfirmation@mvalaw.com
Correspondent Name: Moore & Van Allen PLLC
Address Line 1: 2200 West Main Street
Address Line 2: Suite 800
Address Line 4: Durham, NORTH CAROLINA 27705

ATTORNEY DOCKET NUMBER:	512485.1231 JS
NAME OF SUBMITTER:	John E. Slaughter

Total Attachments: 5
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TERMINATION AND RELEASE OF SECURITY INTEREST

TERMINATION AND RELEASE dated as of March 10, 2004, from **BANK OF AMERICA, N.A., AS COLLATERAL AGENT** (the "Secured Party") with offices at 555 South Flower Street, 11th Floor, Los Angeles, California, 90071, to **ARINC INCORPORATED**, a Delaware corporation (the "Assignor"), with its principal offices at 2551 Riva Road, Annapolis, Maryland 21401.

WITNESSETH:

WHEREAS, pursuant to the Security Agreement dated March 27, 2002 (the "Security Agreement") made by the Assignor (and the other Obligors party thereto) in favor of the Secured Party for the Banks referenced therein, a security interest (the "Security Interest") was granted by the Assignor to the Secured Party, for the ratable benefit of the Banks, in certain collateral, including the Intellectual Property Collateral (as hereinafter defined);

WHEREAS, the Security Interest was recorded with the U.S. Patent & Trademark Office on April 22, 2002 at Reel 012831 Frame 0562;

WHEREAS, the Security Interest was recorded with the U.S. Patent & Trademark Office on April 22, 2002 at Reel 2496 Frame 0247;

WHEREAS, the Security Interest was recorded with the U.S. Patent & Trademark Office on August 22, 2002 at Reel 2569 Frame 0581;

WHEREAS, the Security Interest was recorded with the U.S. Patent & Trademark Office on October 10, 2002 at Reel 2600 Frame 0412;

WHEREAS, the Security Interest was recorded with the Canadian Intellectual Property Office on May 24, 2002 at File No. 714804;

WHEREAS, the Secured Party now desires to terminate and release the entirety of its Security Interest in the Intellectual Property Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Secured Party hereby states as follows:

1. Definitions: The term "Intellectual Property Collateral," as used herein, shall mean, as of the date hereof, all of the Assignor's right, title and interest of every kind and nature in:

(a) all of Assignor's United States and foreign patents and patent applications, including those identified on Schedule I, attached hereto and incorporated herein by reference, including the right to recover for all past, present and future infringements thereof and all reissues, divisions, continuations, continuations-in-part, substitutes,

renewals, and extensions thereof, all improvements thereon, and all other rights of any kind whatsoever of such Assignor accruing thereunder or pertaining thereto;

(b) all of Assignor's United States and foreign trademarks, trade names, trade dress, service marks, trademark and service mark registrations, and applications for trademark or service mark registration and any renewals thereof, including those identified in Schedule I, attached hereto and incorporated herein by reference, including all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto (including without limitation damages for past or future infringements thereof), the right to sue or otherwise recover for all past, present and future infringements thereof, all rights corresponding thereto throughout the world (but only such rights as now exist or may come to exist under applicable local law) and all other rights of any kind whatsoever of each Assignor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark and service mark;

(c) all of such Assignor's right, title and interest, whether now owned or hereafter acquired, in and to all United States and foreign copyrights and copyright applications, including those identified on Schedule I, attached hereto and incorporated herein by reference, including the right to recover for all past, present and future infringements thereof and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon, and all other rights of any kind whatsoever of such Assignor accruing thereunder or pertaining thereto;

(d) all license agreements regarding items (a)-(c) with any other party, whether such Assignor is a licensor or licensee under any such license agreement, including those listed on Schedule I, attached hereto and incorporated herein by reference, and the right to prepare for sale, sell and advertise for sale, all Inventory (as defined in the Security Agreement) now or hereafter owned by such Assignor and now or hereafter covered by such licenses; and

(e) all proceeds of any of the foregoing.

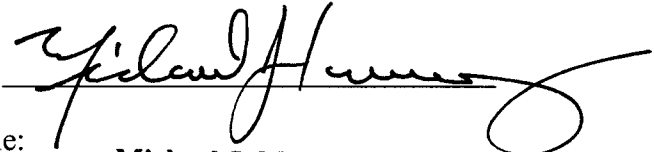
2. Release of Security Interest: The Secured Party hereby terminates, releases, discharges, quitclaims and relinquishes its Security Interest in the Intellectual Property Collateral, and any right, title or interest of the Secured Party in such Intellectual Property Collateral shall hereby cease and become void.

3. Further Assurances: The Secured Party hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

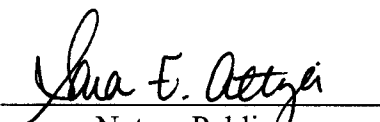
BANK OF AMERICA, N.A., AS COLLATERAL AGENT

By: 
Name: Michael J. McKenney
Title: Managing Director

STATE OF North Carolina)
)
COUNTY OF Gaston)

ss.:

On this 9th day of March, 2004, before me personally appeared Michael J. McKenney to me known who, being by me duly sworn, did depose and say that ~~he~~she is Managing Director of BANK OF AMERICA, N.A., AS COLLATERAL AGENT, described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted BANK OF AMERICA N.A., AS COLLATERAL AGENT.


Notary Public

(Affix Seal Below)

Schedule I

ARINC INCORPORATED

U.S. Patents

Issued Patents

Description	Patent No.	Issue Date
METHOD AND SYSTEM FOR A DIFFERENTIAL GLOBAL VESSEL ATTITUDE DETERMINATION SYSTEM AND METHOD	6023239	02/08/00
HIGH EFFICIENCY, BROADBAND, TRAPPED ANTENNA SYSTEM	5933110	08/03/99
VOLTAGE SENSING, AUTOSELECTING AIRCRAFT POWER SUPPLY	5767812	06/16/98
SIGNAL INTERFERENCE REDUCTION DEVICE AND METHOD	5499187	03/12/96
METHOD AND APPARATUS FOR DIAGNOSTIC TESTING	5335363	08/02/94
	5130936	07/14/92

Foreign Patents

None listed

U.S. Trademarks

Registered Marks

Mark	Registration No.	Registration Date
FOREWARN	2762383	9/9/03
ARINC and Design	1179508	11/24/81
ACARS	1096980	7/18/78
AERO LINE	962817	7/3/73
PLANE TALK	962816	7/3/73
ARINC	861149	11/26/68
ARINC	761093	12/3/63
TABORET	2217926	1/12/99
SKYSOURCE	2316972	2/8/00
PILOTMATE	2162873	6/2/98
DOMINIUM	2187177	9/8/98
INFOCISE	2181242	8/11/98
SKYDOC	2088283	8/12/97
CNS/LINK	2122015	12/16/97
MUSE	1950436	1/23/96
ADNS	1850907	8/23/94
GLOBALINK and Design	1735805	11/24/92
AIM	2301647	12/21/99
STAMP	1276575	5/1/84

Mark	Registration No.	Registration Date
AVINET	2600131	7/30/02
AVINET and Design	2596833	7/23/02
SKYELINK	2066266	6/3/97
SKYDOC and Design	2213993	12/29/98

Pending Applications

Mark	Serial No.	Application Date
TRANSCENDA	76305782	8/29/01
AVIPARTS	76156260	10/30/00

Foreign Trademarks

Canadian Trademark

Registered Mark

Mark	Registration No.	Registration Date
GLOBALINK and Design	TMA430191	7/8/94

U.S. Copyrights

None listed

Licenses

None listed