

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Eclipse Aviation Corporation		05/31/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The Bank of New York
Street Address:	600 E. Las Colinas Blvd.
Internal Address:	Suite 1300
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	75899693	ECLIPSE
Serial Number:	75909091	ECLIPSE AVIATION
Serial Number:	76045566	ECLIPSE 500
Serial Number:	76045567	ECLIPSE 500 JET
Serial Number:	78669039	JETCOMPLETE
Registration Number:	2992733	
Serial Number:	78635580	PHOSTREX

CORRESPONDENCE DATA

Fax Number: (212)841-1010  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212.841.1180  
 Email: trademarks@cov.com, dgoldberg@cov.com  
 Correspondent Name: Daniel A. Goldberg  
 Address Line 1: 1330 Avenue of the Americas

CH \$190.00 75899693

Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER: 029075.00007

NAME OF SUBMITTER: Cheryl L. Fountain/Paralegal Specialist

Signature: /cherylfountain/

Date: 05/31/2006

Total Attachments: 5  
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GRANT OF SECURITY INTEREST IN  
UNITED STATES TRADEMARKS AND PATENTS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Eclipse Aviation Corporation, a Delaware corporation with principal offices at 2503 Clark Carr Loop SE, Albuquerque, NM 87106 (the "Grantor"), hereby grants to The Bank of New York, as Collateral Agent, with principal offices at 600 E. Las Colinas Blvd., Suite 1300, Irving, Texas 75039 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Grantor's right, title and interest in and to the United States patents and patent applications, including provisional patent applications, (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) of the Marks and Patents, (iv) the goodwill of the businesses symbolized by the Marks and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS GRANT is made to secure the full and prompt performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement made by Grantor in favor of Grantee, dated as of May 31, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"). Upon the fulfillment of the conditions set forth in Section 10.12 of the Security Agreement, the Grantee shall, upon such satisfaction, at the Grantor's request and sole expense, execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in and re-assigning the Marks and Patents acquired under this Grant to the Grantor, as Grantor may reasonably request.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are more fully set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

**[signature page follows]**

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the 31<sup>st</sup> day of May, 2006.

ECLIPSE AVIATION CORPORATION,  
as Grantor

By: *Peter C. Reed*  
Name: PETER C. REED  
Title: CEO

THE BANK OF NEW YORK,  
as Grantee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature Page to Grant of Security Interest in Trademarks and Patents (Eclipse Aviation Corporation)]

TRADEMARK  
REEL: 003319 FRAME: 0497

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the 31 day of May, 2006.

ECLIPSE AVIATION CORPORATION,  
as Grantor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE BANK OF NEW YORK, as Collateral Agent,  
as Grantee

By: Stephen C. Jerard  
Name: **Stephen C. Jerard**  
Title: **Vice President**

[Signature Page to Grant of Security Interest in Trademarks and Patents (Eclipse Aviation Corporation)]

TRADEMARK  
REEL: 003319 FRAME: 0498

Schedule A

U.S. Trademark Registration

Country/ International Class	Trademark	Filed	SerialNo.	Registration Date	Registration No.
US 12	ECLIPSE	1/20/00	75/899,693		
US 12	ECLIPSE AVIATION	2/3/00	75/909,091		
US 12	ECLIPSE 500	5/11/00	76/045,566		
US 12	ECLIPSE 500 JET	5/11/00	76/045,567		
US 37	JETCOMPLETE	7/12/05	78/669,039		
US 12	DESIGN ONLY (Airplane Design)	8/15/00	76/109,711	9/6/05	2,992,733
US	PHOSTREX	5/23/05	78/635,580		

Schedule B

**UNITED STATES PATENT APPLICATIONS**

<b>Docket No.</b>	<b>Application No. Filing Date</b>	<b>Title</b>
154494-0034 US	10/635,829 08/05/2003	WELDED JOINTS WITH POLYMER SEALANT
154494-0044 US	11/331,524 01/12/2006	FIRE SUPPRESSION SYSTEMS
154494-0054 US	60/694,854 06/29/2005	TESTING REACTIVE FIRE SUPPRESSION SYSTEMS
154494-0056 US	60/699,972 07/15/2005	FIRE DETECTION SYSTEM

**GRANTED UNITED STATES PATENTS**

<b>Docket No.</b>	<b>Patent No. Issue Date</b>	<b>Title</b>
154494-0030 US	5,957,405 09/28/1999	TWIN ENGINE AIRCRAFT
154494-0031 US	6,089,504 07/18/2000	SINGLE ENGINE AIRCRAFT
154494-0032 US	6,199,795 03/13/2001	TWIN ENGINE AIRCRAFT
154494-0033 US	6,170,780 01/09/2001	TWIN ENGINE AIRCRAFT