

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------------------|--|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Piedmont/Hawthorne Holdings, Inc. | | 07/31/2007 | CORPORATION: |
| RECEIVING PARTY DATA | | | |
| Name: | Barclays Bank PLC | | |
| Street Address: | 200 Park Ave. | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10166 | | |
| Entity Type: | CORPORATION: | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3113120 | LANDMARK AVIATION | |
| Serial Number: | 78750028 | STANDARD AERO | |
| Registration Number: | 1969266 | ENGINE DOCTOR | |
| Serial Number: | 77212161 | FAST LANE GUARANTEE | |
| Registration Number: | 1830595 | CORPORATE JETS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (202)756-9299 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Email: | beth.brown@thomson.com | | |
| Correspondent Name: | Cahill Gordon & Reindel LLP | | |
| Address Line 1: | 80 Pine St. | | |
| Address Line 4: | New York, NEW YORK 10005 | | |
| NAME OF SUBMITTER: | Beth Brown | | |
| Signature: | /Beth Brown/ | | |

CH \$140.00 3113120

Date:

08/01/2007

Total Attachments: 9

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Addendum to Cover Page of Trademarks Form Cover Sheet

1. Name of conveying party(ies)

Standard Aero Acquisition Holdings, Inc. a Delaware Corporation
Standard Aero Limited, a Canadian Corporation
Garrett Aviation Services, L.L.C., a Delaware Corporation
Corporate Jets, Inc. a Pennsylvania Corporation

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademarks:

| Jurisdiction | Mark | Reg. No. (App. No.) | Reg. Date (App. Date) | Record Owner/ Comments |
|---------------------|------------------------|--------------------------------|----------------------------------|--------------------------------------|
| United States | LANDMARK AVIA- TION | 3,113,120 | 07/04/2006 | Piedmont/Hawthorne Holdings, Inc. |

| Jurisdiction | Mark | Reg. No. (App. No.) | Reg. Date (App. Date) | Record Owner/ Comments |
|---------------------|-----------------------------|--------------------------------|----------------------------------|--|
| United States | STANDARD AERO and Design | (78/750,028) | (11/9/2005) | Standard Aero Ac- quisition Holdings, Inc. |

| Jurisdiction | Mark | Reg. No. (App. No.) | Reg. Date (App. Date) | Record Owner/ Comments |
|---------------------|---------------|--------------------------------|----------------------------------|-----------------------------------|
| United States | ENGINE DOCTOR | 1,969,266 | 04/23/1996 | Standard Aero Limited |

| Jurisdiction | Mark | Reg. No. (App. No.) | Reg. Date (App. Date) | Record Owner/ Comments |
|---------------------|--------------------------|--------------------------------|----------------------------------|--------------------------------------|
| United States | FAST LANE GUAR- ANTEE | (77-212,161) | (06/21/2007) | Garrett Aviation Services, L.L.C. |

| Jurisdiction | Mark | Reg. No. (App. No.) | Reg. Date (App. Date) | Record Owner/ Comments |
|---------------------|----------------|--------------------------------|----------------------------------|-----------------------------------|
| United States | CORPORATE JETS | 1,830,595 | 04/12/1994 | Corporate Jets, Inc. |

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 31, 2007 by **PIEDMONT/HAWTHORNE HOLDINGS, INC.**, a Delaware corporation, located at 1524 W. 14th Street, Suite 110, Tempe, Arizona, 85281, **STANDARD AERO ACQUISITION HOLDINGS, INC.**, a Delaware corporation, located at 500-1780 Wellington Ave, Winnipeg, Manitoba, Canada, R3H 1B3, **STANDARD AERO LIMITED**, a corporation organized under the laws of Canada, located at 500-1780 Wellington Ave, Winnipeg, Manitoba, Canada, R3H 1B3, **GARRETT AVIATION SERVICES, L.L.C.**, a Delaware corporation, located at 1524 W. 14th Street, Suite 110, Tempe, Arizona, 85281 and **CORPORATE JETS, INC.**, a Pennsylvania corporation, located at 1524 W. 14th Street, Suite 110, Tempe, Arizona, 85281 (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of **BARCLAYS BANK PLC**, a bank, located at 200 Park Avenue, New York, New York, 10166, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a U.S. Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Pledgor and the Collateral Agent, hereby agree as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the payment and performance in full of the Secured Obligations, each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties, a lien on and security interest in and to all of the right, title and interest of such Pledgor in, to and under the following Pledged Collateral of such Pledgor:

(a) Trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locations (URL's), domain names, corporate names and trade names, whether registered or unregistered, owned by or assigned to such Pledgor and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), including those Trademarks of such Pledgor listed on Schedule I attached hereto together with any and all (i) rights and privileges arising under applicable law with respect to such Pledgor's use of any trademarks, (ii) renewals thereof and amendments thereto, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements

thereof. (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements thereof;

(b) all Goodwill associated with such Trademarks; and

(c) to the extent not included in the foregoing, all Proceeds of any and all of the foregoing;

provided, however, that the foregoing grant shall not apply to any Excluded Property, including any Trademark application filed in the United States Patent and Trademark Office (the "PTO"), pursuant to Section 1(b) of the Lanham Act (15 U.S.C § 1051, et seq.) unless and until evidence of use of the mark in interstate commerce is submitted to the PTO pursuant to Section 1(c) or 1(d) of the Lanham Act (15 U.S.C § 1051, et seq.).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing any and all collateral pledge, grant, lien and security interest in the Trademarks under this Trademark Security Agreement.


SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

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

Very truly yours,

PIEDMONT/HAWTHORNE HOLDINGS, INC.

By: 
Name: RAMON E. NUNEZ
Title: Sr. V.P./General Counsel


STANDARD AERO ACQUISITION HOLDINGS, INC.

By: _____
Name:
Title:

STANDARD AERO LIMITED

By: _____
Name:
Title:

GARRETT AVIATION SERVICES, L.L.C.

By: 
Name: RAMON E. NUNEZ
Title: Sr. V.P. / General Counsel

[Signature Page to Trademark Security Agreement]


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

Very truly yours,


PIEDMONT/HAWTHORNE HOLDINGS, INC.

By: _____
Name:
Title:

STANDARD AERO ACQUISITION HOLDINGS, INC.

By:  _____
Name: Brad Bertouch
Title: CFO

STANDARD AERO LIMITED

By:  _____
Name: Brad Bertouch
Title: CFO

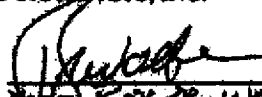
GARRETT AVIATION SERVICES, L.L.C.

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

CORPORATE JETS, INC.

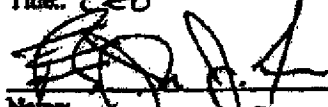
By:



Name: ROGER WOLFE

Title: CEO

By:



Name: John J. Francis

Title: Pres

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

BARCLAYS BANK PLC,
as Collateral Agent

By: 
Name: David Barton
Title: Associate Director

[Signature Page to Trademark Security Agreement]

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| United States | FAST LANE GUAR- ANTEE | (77-212,161) | (06/21/2007) | Garrett Aviation Services, L.L.C. |

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