

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the original coversheet which mistakenly omitted the entire list of conveying parties, previously recorded on Reel 003589 Frame 0637. Assignor(s) hereby confirms the documents submitted will demonstrate a complete and accurate listing of conveying parties..

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Piedmont/Hawthorne Holdings, Inc.		07/31/2007	CORPORATION: DELAWARE
Standard Aero Acquisition Holdings, Inc.		07/31/2007	CORPORATION: DELAWARE
Standard Aero Limited		07/31/2007	CORPORATION: CANADA
Garrett Aviation Services, L.L.C.		07/31/2007	CORPORATION: DELAWARE
Corporate Jets, Inc.		07/31/2007	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Barclays Bank PLC
Street Address:	200 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10166
Entity Type:	Bank:

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3113120	LANDMARK AVIATION
Registration Number:	1969266	ENGINE DOCTOR
Registration Number:	1830595	CORPORATE JETS
Serial Number:	78750028	STANDARD AERO
Serial Number:	77212161	FAST LANE GUARANTEE

CORRESPONDENCE DATA

Fax Number: (202)756-9299

900084626

**TRADEMARK
 REEL: 003602 FRAME: 0873**

CH \$140.00 3113120

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 8002210770
Email: matthew.mayer@thomson.com
Correspondent Name: Corporation Service Company
Address Line 1: 1133 Avenue of the Americas
Address Line 2: Suite 3100
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	CORRECTIVE
NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	08/16/2007

Total Attachments: 24

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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

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

1. Name of conveying party(ies):

Piedmont/Hawthorne Holdings, Inc.

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

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

3. Nature of conveyance:

- Assignment Merger
 Security Agreement Change of Name
 Other Trademark Security Agreement

Execution Date: 07/31/2007

2. Name and address of receiving party(ies)

Name: Barclays Bank PLC

Internal

Address: _____

Street Address: 200 Park Avenue

City: New York State: NY Zip: 10166

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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) See Schedule I

B. Trademark Registration No.(s) See Schedule I

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: James P. Murphy

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York State: NY Zip: 10005

6. Total number of applications and registrations involved: _____

5

7. Total fee (37 CFR 3.41).....\$ 140.00

- Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

James P. Murphy

Name of Person Signing



Signature

July 31, 2007

Date

Total number of pages including cover sheet, attachments, and document: **10**

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

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

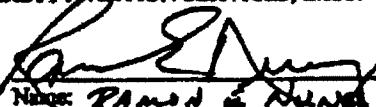
STANDARD AERO ACQUISITION HOLDINGS, INC.

By: _____
Name:
Title:

STANDARD AERO LIMITED

By: _____
Name:
Title:

GARRETT AVIATION SERVICES, L.L.C.

By: 
Name: Ramon E. Nunez
Title: SR. VP / General Counsel

[Signature Page to Trademark Security Agreement]


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Very truly yours,


PIEDMONT/HAWTHORNE HOLDINGS, INC.

By: _____
Name:
Title:

STANDARD AERO ACQUISITION HOLDINGS, INC.

By: 
Name: Brad Roberts
Title: CFO

STANDARD AERO LIMITED


By: 
Name: Brad Roberts
Title: CFO

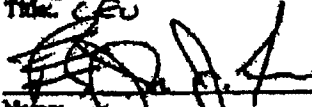
GARRETT A VIATION SERVICES, LLC.

By: _____
Name:
Title:

[Signatures to Trademark Security Agreement]

CORPORATE JETS, INC.

By: 
Name: ROGER WOLFE
Title: CEO

By: 
Name: Fran de Ples
Title: CEO

[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]

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.
United States	STANDARD AERO and Design	(78/750,028)	(11/9/2005)	Standard Aero Ac- quisition Holdings, Inc.
United States	ENGINE DOCTOR	1,969,266	04/23/1996	Standard Aero Limited
United States	FAST LANE GUAR- ANTEE	(77-212,161)	(06/21/2007)	Garrett Aviation Services, L.L.C.
United States	CORPORATE JETS	1,830,595	04/12/1994	Corporate Jets, Inc.

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(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.).

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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. NANDA
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. NANDA
Title: Sr. VP / General Counsel

[Signature Page to Trademark Security Agreement]


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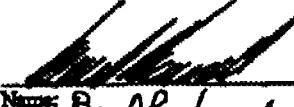
PIEDMONT/HAWTHORNE HOLDINGS, INC.

By: _____
Name:
Title:

STANDARD AERO ACQUISITION HOLDINGS, INC.

By: 
Name: Brad Roberts
Title: CPO

STANDARD AERO LIMITED

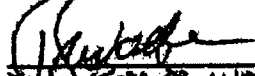
By: 
Name: Brad Roberts
Title: CPO

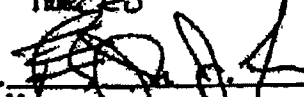
GARRETT AEROSPACE SERVICES, L.L.C.

By: _____
Name:
Title:

[Signatures to Trademark Security Agreement]

CORPORATE JETS, INC.

By: 
Name: ~~John~~ K. WOLF
Title: CEO

By: 
Name: ~~John~~ J. AFR dc
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]

TRADEMARK
REEL: 003602 FRAME: 0890

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