

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest in United States Trademarks and Patents

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Eclipse Aviation Corporation		12/28/2007	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: 9

Property Type	Number	Word Mark
Serial Number:	75899693	ECLIPSE
Registration Number:	3169023	ECLIPSE AVIATION
Serial Number:	76045566	ECLIPSE 500
Serial Number:	76045567	ECLIPSE 500 JET
Serial Number:	78669039	JETCOMPLETE
Registration Number:	2992733	
Serial Number:	78635580	PHOSTREX
Serial Number:	77017234	ECLIPSE
Serial Number:	77017249	ECLIPSE 500

CORRESPONDENCE DATA

Fax Number: (310)203-7199
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 310 277-1010

CH \$240.00 75899693

Email: jwald@irell.com, mcohen@irell.com
Correspondent Name: Jane Shay Wald, Esq.
Address Line 1: 1800 Avenue of the Stars
Address Line 2: Suite 900
Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	154494-0096-KEND
NAME OF SUBMITTER:	Jane Shay Wald
Signature:	/janeshaywald/
Date:	12/28/2007

Total Attachments: 4

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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, a company formed under the laws of the State of New York, whose mailing address is 600 E. Las Colinas Blvd., Suite 1300, Irving, TX 75039, attention Director of Agent Services (the "**Grantee**"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States 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, Eclipse IRB Sunport LLC, a Delaware limited liability company, in favor of Grantee, dated as of December 28, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"). Upon the fulfillment of the conditions set forth in Section 9.1 of the Security Agreement, the Grantee shall, upon such satisfaction, 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.

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 December 28, 2007.

ECLIPSE AVIATION CORPORATION,
as Grantor

By: J. Mark Borstein
Name: J. MARK BORSTEIN
Title: SR V.P. + C.F.O.

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

By: _____
Name: _____
Title: _____

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

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest
as of December 28, 2007.

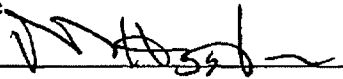
ECLIPSE AVIATION CORPORATION,
as Grantor

By: _____

Name: _____

Title: _____

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

By:  _____

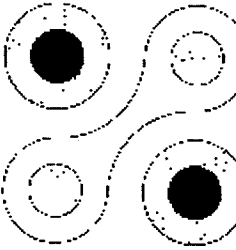
Name: ROBERT D HINGSTON

Title: VICE PRESIDENT

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

SCHEDULE A

**UNITED STATES TRADEMARK REGISTRATIONS AND
TRADEMARK APPLICATIONS**

Trademark	Filed	Serial No.	Reg. Date	Registration No.
ECLIPSE	1/20/00	75/899,693		
ECLIPSE AVIATION	2/3/00	75/909,091	11/7/06	3,169,023
ECLIPSE 500	5/11/00	76/045,566		
ECLIPSE 500 JET	5/11/00	76/045,567		
JETCOMPLETE	7/12/05	78/669,039		
Design Only (Airplane Design) 	8/15/00	76/109,711	9/6/05	2,992,733
PHOSTREX	5/23/05	78/635,580		
ECLIPSE	10/9/06	77/017,234		
ECLIPSE 500	10/9/06	77/017,249		