

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		After-Acquired Trademark Security Agreement (First Supplemental Filing)	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Hawker Beechcraft Corporation		05/06/2010	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		
<b>Street Address:</b>	11 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010-3698		
<b>Entity Type:</b>	Bank: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3731946	HAWKER BEEHCRAFT	
Registration Number:	3712612	HAWKER BEEHCRAFT SERVICES	
Registration Number:	3775829	HAWKER BEEHCRAFT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)751-4864		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-906-1200		
<b>Email:</b>	angela.amaru@lw.com		
<b>Correspondent Name:</b>	Angela Amaru c/o Latham & Watkins		
<b>Address Line 1:</b>	885 Third Avenue		
<b>Address Line 2:</b>	Suite 1000		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	038263-0087		
<b>NAME OF SUBMITTER:</b>	Angela M. Amaru		

CH \$90.00 3731946

**900162119**

**TRADEMARK  
 REEL: 004205 FRAME: 0536**

Signature:	/s/ Angela M. Amaru
Date:	05/13/2010
Total Attachments: 5 source=Hawker after acquired TSA#page1.tif source=Hawker after acquired TSA#page2.tif source=Hawker after acquired TSA#page3.tif source=Hawker after acquired TSA#page4.tif source=Hawker after acquired TSA#page5.tif	

**AFTER-ACQUIRED TRADEMARK SECURITY AGREEMENT  
(FIRST SUPPLEMENTAL FILING)**

This **After-Acquired Trademark Security Agreement (First Supplemental Filing)** dated as of May 6, 2010 (as amended, supplemented or otherwise modified from time to time) (this "Agreement"), is entered into by **Hawker Beechcraft Corporation** ("Grantor") in favor of **Credit Suisse AG, Cayman Islands Branch** (formerly known as "**Credit Suisse, Cayman Islands Branch**"), as Collateral Agent ("Credit Suisse") for the Secured Parties.

**WHEREAS**, Grantor, the Lenders party to the Credit Agreement (as defined below) from time to time (the "Lenders"), Credit Suisse, as Administrative Agent and Collateral Agent, Goldman Sachs Credit Partners L.P., as syndication agent, and certain other parties as named therein have entered into a Credit Agreement, dated as of March 26, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement");

**WHEREAS**, as a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrowers under the Credit Agreement, Grantor and certain of its affiliates executed and delivered that certain U.S. Pledge and Security Agreement, dated as of March 26, 2007, in favor of Credit Suisse (as amended, supplemented, replaced or otherwise modified from time to time, the "Pledge and Security Agreement");

**WHEREAS**, under the terms of the Pledge and Security Agreement, Grantors granted a security interest in certain property, including, without limitation, certain Trademarks of the Grantors, to Credit Suisse for the ratable benefit of the Secured Parties, and, in connection therewith, executed a Trademark Security Agreement, dated as of March 26, 2007, (as amended, supplemented, or otherwise modified from time to time, the "Trademark Security Agreement") for recording with the United States Patent and Trademark Office; and

**WHEREAS**, the Trademark Security Agreement was recorded on April 2, 2007 against certain United States Trademark applications and registrations at Reel/Frame No. 3512/0381;

**WHEREAS**, Grantor has acquired additional Trademarks since the Closing and the parties hereto wish to execute this Agreement for recording with the United States Patent and Trademark Office.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Secured Parties hereby agree as follows:

SECTION 1. DEFINED TERMS. Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

SECTION 2.1. GRANT OF SECURITY. Grantor hereby pledges, assigns and grants to Credit Suisse, on behalf of and for the benefit of the Secured Parties, a security interest in all of Grantor's right, title, and interest in, to and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor, and regardless of where located:

(a) all United States and foreign trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof including, without limitation, each registration and application identified in Schedule 1 hereto, and the goodwill of the business

symbolized by the foregoing; (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; and (d) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing (collectively the "Trademarks").

SECTION 2.2. CERTAIN LIMITED EXCLUSIONS. Notwithstanding anything herein to the contrary, in no event shall the Trademarks include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law

SECTION 3. PRECEDENCE. The security interest granted hereby is granted in conjunction with the security interest granted to the Secured Parties under the Pledge and Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Pledge and Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall control.

SECTION 4. RECORDATION. Grantor authorizes and requests that the U.S. Patent & Trademark Office and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. MODIFICATION OF AGREEMENT. This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Pledge and Security Agreement pursuant to which Credit Suisse may modify this Agreement, after obtaining Grantor's approval of or signature to such modification, by amending Schedule I to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which the Grantor no longer has or claims any right, title or interest.

SECTION 6. GENERAL.

(a) Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

(b) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Secured Parties and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of the Secured Parties given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

(c) Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

HAWKER BEECHCRAFT CORPORATION

By: JDKA  
Name: James D. Knight  
Title: Vice President and Controller, and  
Acting Treasurer

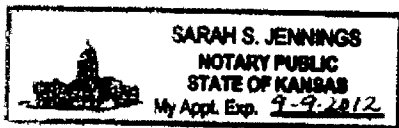
ACKNOWLEDGMENT OF GRANTOR

STATE OF KANSAS            )  
  )     ss.  
COUNTY OF SEDGWICK    )

On this 10<sup>th</sup> day of May, 2010 before me, SARAH S. JENNINGS, a Notary Public in and for said county, personally appeared JAMES D. KNIGHT, who has satisfactorily identified himself/herself as the signer to the above-referenced document.

Sarah S. Jennings  
Notary Public

{seal}



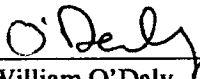
SARAH S. JENNINGS  
Name

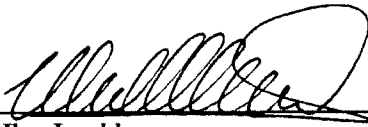
May 10, 2010  
Date

My commission expires: Sept. 9, 2012

CREDIT SUISSE AG, Cayman Islands Branch  
(formerly known as "CREDIT SUISSE, Cayman Islands  
Branch")

as Collateral Agent



By:   
Name: William O'Daly  
Title: Director

By:   
Name: Ilya Ivashkov  
Title: Associate

**SCHEDULE I**

**AFTER-ACQUIRED TRADEMARK SECURITY AGREEMENT  
(FIRST SUPPLEMENTAL FILING)**

**Trademark Registrations Owned by Hawker Beechcraft Corporation**

<b>Trademark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Status</b>
HAWKER BEEHCRAFT 	3731946	December 29, 2009	Registered
HAWKER BEEHCRAFT SERVICES 	3712612	November 17, 2009	Registered
HAWKER BEEHCRAFT	3775829	April 13, 2010	Registered