

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY RELEASE

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A. (AS SUCCESSOR IN INTEREST TO BEAR STEARNS CORPORATE LENDING INC.), AS ADMINISTRATIVE AGENT		12/06/2010	Association: UNITED STATES

RECEIVING PARTY DATA

Name:	WESTERN SKY INDUSTRIES, LLC
Street Address:	6500 MERRILL CREEK PARKWAY
City:	EVERETT
State/Country:	WASHINGTON
Postal Code:	98203
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	HARTWELL CORPORATION
Street Address:	900 SOUTH RICHFIELD ROAD
City:	PLACENTIA
State/Country:	CALIFORNIA
Postal Code:	92870-6788
Entity Type:	CORPORATION: CALIFORNIA

Name:	VALLEY-TODECO, INC.
Street Address:	12975 BRADLEY AVENUE
City:	SYLMAR
State/Country:	CALIFORNIA
Postal Code:	91342
Entity Type:	CORPORATION: DELAWARE

Name:	WESTERN SKY INDUSTRIES, LLC A.K.A. TYEE AIRCRAFT, INC.
Street Address:	6500 MERRILL CREEK PARKWAY

OP \$440.00 2771803

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TRADEMARK
 REEL: 004438 FRAME: 0546

City:	EVERETT
State/Country:	WASHINGTON
Postal Code:	98203
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	WESTERN SKY INDUSTRIES, LLC, A.K.A. WESTERN SKY INDUSTRIES, INC.
Street Address:	6500 MERRILL CREEK PARKWAY
City:	EVERETT
State/Country:	WASHINGTON
Postal Code:	98203
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	2771803	XLP
Registration Number:	2703713	HARTWELL
Registration Number:	2676542	HC
Registration Number:	2708392	HASCO
Registration Number:	1744257	HC
Registration Number:	1762408	HARTWELL
Registration Number:	1556525	SHACK'L SHIELD
Registration Number:	1190430	TRIGGER LOCK
Registration Number:	0887395	TYEE
Registration Number:	0887394	
Registration Number:	0863388	WSI
Registration Number:	0837069	FLIP-LOK
Serial Number:	78954831	AERO QUALITY
Serial Number:	77106508	VT
Serial Number:	77105071	VT
Serial Number:	77104179	VT
Serial Number:	77104155	VT

CORRESPONDENCE DATA

Fax Number: (866)826-5420

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

Phone: 3016380511

Email: ipresearchplus@comcast.net

TRADEMARK
REEL: 004438 FRAME: 0547

Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: Attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	36514
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	12/21/2010

Total Attachments: 7
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SECOND LIEN TRADEMARK SECURITY RELEASE

This SECOND LIEN TRADEMARK SECURITY RELEASE (this "Release") is made as of December 6, 2010 by JPMorgan Chase Bank, N.A. (as successor in interest to Bear Stearns Corporate Lending Inc.), in its capacity as Administrative Agent for the Secured Parties (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, reference is made to (a) the Second Lien Credit Agreement, dated as of May 11, 2007 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "Credit Agreement"), among McKechnie Aerospace Holdings, Inc. ("Holdings"), McKechnie Aerospace DE, Inc. (the "Borrower"), the lenders from time to time party thereto, JPMorgan Chase Bank, N.A. (as successor in interest to Bear Stearns Corporate Lending Inc.), as administrative agent, and the other agents and arrangers party thereto, (b) the Second Lien Guarantee and Collateral Agreement, dated as of May 11, 2007 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "Guarantee and Collateral Agreement"), by and among Holdings, the Borrower, McKechnie Aerospace US LLC (formerly known as Melrose US 3 LLC), McKechnie Aerospace Investments, Inc. (formerly known as McKechnie Investments, Inc.), Hartwell Corporation, Valley-Todeco, Inc. and Western Sky Industries, LLC (collectively, the "Grantors" and each, individually, a "Grantor"), and the Administrative Agent, and (c) the Second Lien Trademark Security Agreement, dated as of May 11, 2007 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "Trademark Security Agreement"), among the Grantors and the Administrative Agent;

WHEREAS, unless otherwise noted, each capitalized term used herein but not otherwise defined shall have the meaning ascribed to such term in the Guarantee and Collateral Agreement;

WHEREAS, pursuant to the Guarantee and Collateral Agreement and the Trademark Security Agreement, each Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in the Trademark Collateral (as defined in the Trademark Security Agreement) owned by such Grantor;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on August 17, 2007 at Reel/Frame Nos. 003604/0315, 003604/0327 and 003604/0303; and

WHEREAS, in connection with the repayment of all outstanding indebtedness and other monetary obligations of the Grantors in respect of the Loan Documents (as defined in the Credit Agreement) and the termination of all "Commitments" under and as defined in the Credit Agreement, the security interests under the Guarantee and Collateral Agreement and the Trademark Security Agreement have been released, and the Guarantee and Collateral Agreement and the Trademark Security Agreement have been terminated.

NOW, THEREFORE, in consideration of the foregoing, the Administrative Agent does hereby agree as follows:

The Administrative Agent does hereby release, transfer and assign, without representation or warranty and without recourse, and at the Grantors' sole cost and expense, unto each Grantor, its security interest in all of such Grantor's right, title and interest in and to the Trademarks, including the registered trademarks set forth on Schedule A hereto and incorporated herein by reference (the "Released Collateral").

The Administrative Agent authorizes the recordation of this Release with the United States Patent and Trademark Office and any other applicable registry or government office necessary to effect the release of its security interest in the Released Collateral, in each case at the Grantors' sole cost and expense.

THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature Page Follows]

IN WITNESS WHEREOF, the Administrative Agent has executed this Release as of the date first written above.

**BEAR STEARNS CORPORATE LENDING
INC., as Administrative Agent**

By: JPMORGAN CHASE BANK, N.A.,
authorized signatory

By: Matthew H. Massie
Name: MATTHEW H. MASSIE
Title: MANAGING DIRECTOR

Second Lien Trademark Security Release

**TRADEMARK
REEL: 004438 FRAME: 0551**

Schedule A

Trademarks

Jurisdiction	Trademark	Registration No. (App. No.)	Reg. Date (App. Date)	Record Owner
United States	AERO QUALITY	(78954831)	(August 17, 2006)	Western Sky Industries, LLC
United States	XLP	2771803 (78184801)	October 7, 2003 (November 13, 2002)	Hartwell Corporation
United States	VT AND DESIGN	(77106508)	(February 13, 2007)	Valley-Todeco, Inc.
United States	VT	(77105071)	(February 12, 2007)	Valley-Todeco, Inc.
United States	VT AND DESIGN	(77104179)	(February 9, 2007)	Valley-Todeco, Inc.
United States	VT AND DESIGN	(77104155)	(February 9, 2007)	Valley-Todeco, Inc.
United States	HARTWELL	2703713 (76221734)	April 8, 2003 (March 8, 2001)	Hartwell Corporation
United States	HC AND DESIGN	2676542 (76221733)	January 21, 2003 (March 8, 2001)	Hartwell Corporation
United States	HASCO	2708392 (76139439)	April 22, 2003 (October 2, 2000)	Hartwell Corporation
United States	HC AND DESIGN	1744257 (74233909)	January 5, 1993 (December 30, 1991)	Hartwell Corporation
United States	HARTWELL	1762408 (74227615)	April 6, 1993 (December 5, 1991)	Hartwell Corporation
United States	SHACK'L SHIELD	1556525 (73725921)	September 19, 1989 (May 2, 1988)	Hartwell Corporation
United States	TRIGGER LOCK	1190430 (73211143)	February 23, 1982 (April 11, 1979)	Hartwell Corporation
United States	TYEE	0887395 (72328086)	March 10, 1970 (May 22, 1969)	Western Sky Industries, LLC, a.k.a. Tyee Aircraft, Inc.
United States	DESIGN ONLY	0887394 (72328085)	March 10, 1970 (May 22, 1969)	Western Sky Industries, LLC, a.k.a. Tyee Aircraft, Inc.
United States	WSI	863388 (72290708)	January 14, 1969 (February 8, 1968)	Western Sky Industries, LLC, a.k.a. Western Sky Industries, Inc.
United States	FLIP-LOK	837069 (72239358)	October 17, 1967 (February 21, 1966)	Western Sky Industries, LLC, a.k.a. Western Sky Industries, Inc.
United Kingdom	AERO QUALITY AND DESIGN	2113924 (2113924)	(October 25, 1996)	Western Sky Industries, LLC
Canada	HC AND DESIGN	TMA594455 (109607600)	(March 15, 2001)	Hartwell Corporation
Canada	HARTWELL	TMA586646 (109607500)	(March 15, 2001)	Hartwell Corporation
CTM	XLP	3134376 (3134376)	July 21, 2004 (April 15, 2003)	Hartwell Corporation
CTM	HC AND DESIGN	2170785 (2170785)	June 3, 2002 (April 9, 2001)	Hartwell Corporation
CTM	HARTWELL	2170710 (2170710)	June 3, 2002 (April 9, 2001)	Hartwell Corporation
California	FLIP-LOK	(4623)		Western Sky Industries, LLC, a.k.a. Western Sky Industries, Inc.

Jurisdiction	Trademark	Registration No. (App. No.)	Reg. Date (App. Date)	Record Owner
Switzerland	RATE CHEK	398869	(June 30, 1992)	Hartwell Corporation
Japan	HC (AND DESIGN)	4674616	May 23, 2003	Hartwell Corporation
Japan	HARTWELL	4674615	May 23, 2003	Hartwell Corporation
Norway	SHACK'L SHIELD AND DESIGN	146057	July 18, 1991	Hartwell Corporation

NY1704328.3

RECORDED: 12/21/2010

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