

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AirBorn Electronics, Inc.	FORMERLY AESCO Electronics, Inc.	01/03/2012	CORPORATION: OHIO

RECEIVING PARTY DATA	
Name:	Comerica Bank
Street Address:	39200 Six Mile Road
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	a Texas banking association: TEXAS

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	3205885	AESCO
Registration Number:	3205884	AESCO

CORRESPONDENCE DATA	
Fax Number:	(313)496-8454
Phone:	3134967562
Email:	spano@millercanfield.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Kristen I. Spano
Address Line 1:	150 West Jefferson Avenue
Address Line 2:	Suite 2500
Address Line 4:	Detroit, MICHIGAN 48226

ATTORNEY DOCKET NUMBER:	126593-39
NAME OF SUBMITTER:	Kristen I. Spano

CH \$65.00 3205885

Signature:	/Kristen I. Spano/
Date:	01/11/2012
Total Attachments: 3 source=Security Interest Agreement AirBom Electronic fka AESCO Electronics#page1.tif source=Security Interest Agreement AirBom Electronic fka AESCO Electronics#page2.tif source=Security Interest Agreement AirBom Electronic fka AESCO Electronics#page3.tif	

GRANT OF SECURITY INTEREST IN TRADEMARKS

FOR VALUABLE CONSIDERATION, as of this 3rd day of January, 2012, the receipt and adequacy of which is acknowledged, AirBorn Electronics, Inc. (f/k/a AESCO Electronics, Inc.), an Ohio corporation ("Grantor"), grants to Comerica Bank, a Texas banking association, solely in its capacity as collateral agent (in such capacity "Collateral Agent"), pursuant to the Collateral Agency and Intercreditor Agreement dated as of even date herewith, as amended, restated from time to time, to and for the benefit of the Agent under Revolving Credit and Term Loan Agreement, dated as of the date hereof, between AirBorn, Inc. ("AirBorn"), AirBorn Interconnect, Inc. ("AirBorn Interconnect"), Collateral Agent and the lenders party thereto ("Credit Agreement"), and Comerica Bank as issuer of the letter of credit under the Reimbursement Agreement (as defined in the Credit Agreement), a security interest and all of Grantor's right, title and interest in and to the following, whether existing now or later, or on which Grantor now has or later acquires an interest, and wherever the same may be located ("Trademark Collateral");

1. All rights, title and interest (including rights acquired pursuant to a license or otherwise, but only to the extent permitted by the agreements governing such license or other use and without resulting in the abandonment, invalidation or unenforceability of any right, title or interest of Grantor therein) in and to the following trademarks (collectively, the "Trademarks") described on Exhibit A.
2. All proceeds, products, rents and profits of or from any and all the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Agent and Banks are the loss payee), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise in respect of any of the foregoing Trademark Collateral. For these purposes, the term "Proceeds" includes whatever is received or receivable when any Trademark Collateral or other proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor has granted the security interest under this instrument pursuant to the terms of a Security Agreement, dated as of the date hereof ("Security Agreement"), made by Grantor, AirBorn Interconnect, AirBorn, Central Minnesota Tool & Stamping, Inc., StrataFLEX Acquisition Corp., Caron Enterprises, Inc. and StrataFLEX, Inc. in favor of Collateral Agent for the purposes of security as provided in the Security Agreement. Grantor acknowledges and affirms that the rights, privileges and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral granted in this instrument are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated in this instrument by this reference.

[signature page follows]

Grantor has executed and delivered this Grant of Security Interest in Trademarks as of the day and year first above written.

Principal Place of Business:

AIRBORN ELECTRONICS, INC.

By: 

Name: Cindy K. Lewis

Title: Chairman and CEO

Exhibit A
Trademarks

Registrant	Trademark	No.	Serial/Reg.	Security Interest
Aesco Electronics, Inc.	AESCO		3205885	None
Aesco Electronics, Inc.	AESCO		3205884	None

19,685,729.F\126593-00039