

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AirBorn Electronics, Inc.		06/27/2013	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association, as Agent		
Street Address:	500 First Avenue		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3205885	AESCO	
Registration Number:	3205884	AESCO	
CORRESPONDENCE DATA			
Fax Number:	9192868199		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	9192868118		
Email:	pto_tmconfirmation@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	430 Davis Drive		
Address Line 2:	Suite 500		
Address Line 4:	Morrisville, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	031558-248 EAR		
NAME OF SUBMITTER:	Ellen A. Rubel		
Signature:	/Ellen A. Rubel/		

OP \$65.00 3205885

Date:

06/28/2013

Total Attachments: 4

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NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Gentlemen:

Please be advised that pursuant to (i) the Revolving Credit and Security Agreement dated as of June 27, 2013 (as amended, the "Domestic Credit Agreement") by and among the undersigned (the "Grantor"), the other entities party thereto as borrowers (together with the Grantor, the "Borrowers"), the financial institutions parties thereto as the lenders (the "Lenders"), and PNC Bank, National Association, as Agent (the "Agent"), and (ii) the Export-Import Loan and Security Agreement dated as of June 27, 2013 (as amended, the "Export-Import Loan Agreement" – hereinafter the Export-Import Loan Agreement and the Domestic Credit Agreement may be referred to collectively as the "Credit Agreement") by and among the Borrowers, the Lenders and the Agent, the undersigned Grantor has granted a continuing security interest in and continuing lien upon, the trademarks shown below to the Agent for the ratable benefit of the holders of the Obligations (as defined in the Credit Agreement):

TRADEMARKS

<u>Trademark No.</u>	<u>Description of Trademark Item</u>	<u>Date of Trademark</u>
	See <u>Schedule 1</u> attached hereto	

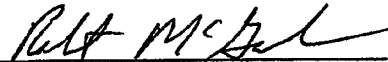
TRADEMARK APPLICATIONS

<u>Trademark Application No.</u>	<u>Description of Trademark Applied For</u>	<u>Date of Trademark Application</u>
	See <u>Schedule 1</u> attached hereto	

The Grantor and the Agent hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Credit Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

AIRBORN ELECTRONICS, INC.,
as Grantor

By: 
Name: Robert McGahan
Title: CEO

Acknowledged and Accepted:

PNC BANK, NATIONAL ASSOCIATION, as Agent

By: _____
Name: Bryan Shia
Title: Vice President

AirBorn Electronics, Inc.
Notice of Grant of Security Interest in Trademarks

TRADEMARK
REEL: 005059 FRAME: 0890

The Grantor and the Agent hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Credit Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

AIRBORN ELECTRONICS, INC.,
as Grantor

By: _____
Name: _____
Title: _____

Acknowledged and Accepted:

PNC BANK, NATIONAL ASSOCIATION, as Agent

By: Bryan Shia
Name: Bryan Shia
Title: Vice President

AirBorn Electronics, Inc.
Notice of Grant of Security Interest in Trademarks

TRADEMARK
REEL: 005059 FRAME: 0891

Schedule 1

**AirBorn Electronics, Inc.
(Ohio Corporation)**

U.S. Trademarks

Registered Marks

Mark	Registration No.	Registration Date
AESCO and Design	3205885	2/6/07
AESCO	3205884	2/6/07

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