

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Airborne Global, Inc., as Grantor		12/19/2013	CORPORATION: DELAWARE
AIRBORNE ACQUISITION, INC.		12/19/2013	CORPORATION: DELAWARE
AIRBORNE SYSTEMS NA INC.		12/19/2013	CORPORATION: DELAWARE
AIRBORNE SYSTEMS NORTH AMERICA OF NJ INC.		12/19/2013	CORPORATION: NEW JERSEY
AEROSONIC LLC		12/19/2013	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as the Agent
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	BANK: SWITZERLAND

**PROPERTY NUMBERS Total: 23**

Property Type	Number	Word Mark
Serial Number:	85526856	E2
Serial Number:	85619341	AIRBORNE SYSTEMS
Registration Number:	3425722	AS AIRBORNE SYSTEMS
Registration Number:	4328554	DRAGONFLY
Registration Number:	4298389	GIGAFLY
Registration Number:	4298388	MEGAFLY
Registration Number:	4070996	FIREFLY
Registration Number:	4070995	MICROFLY
Serial Number:	85746904	PHATS
Serial Number:	85346789	WARFLY

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Registration Number:	4380606	FLYCLOPS
Serial Number:	85855900	NANOFLY
Registration Number:	4365226	SOLR
Serial Number:	85371171	JTRAX
Registration Number:	4296179	EUROFLY
Registration Number:	4146661	ULTRAFLY
Registration Number:	4126900	INTRUDER
Registration Number:	4126899	RAIDER
Registration Number:	4369068	OASIS
Registration Number:	4157413	
Registration Number:	3209492	AEROSONIC CORPORATION
Registration Number:	2764654	IMFP
Registration Number:	942338	AEROSONIC

**CORRESPONDENCE DATA**

Fax Number: 8668265420  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 301-638-0511  
Email: ipresearchplus@comcast.net  
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:	CRS1-39131
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	12/23/2013

Total Attachments: 7  
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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 19, 2013 (this "Agreement"), is entered into by each of the Grantors listed on the signature pages hereto (each, a "Grantor" and, collectively, the "Grantors") in favor of Credit Suisse AG, as administrative agent under the Credit Agreement (as defined herein) and as collateral agent (in such capacity, the "Agent") for the Secured Parties under the Guarantee and Collateral Agreement (as defined herein).

**WHEREAS**, TransDigm Inc., a Delaware corporation (the "Borrower"), TransDigm Group Incorporated, a Delaware corporation ("Holdings"), the subsidiaries of the Borrower party thereto, the lenders party thereto from time to time, the Agent and certain other parties as named therein have entered into an Amended and Restated Credit Agreement, dated as of February 28, 2013, as amended by Amendment No. 1, dated as of July 1, 2013 (as further amended, supplemented, or otherwise modified from time to time, the "Credit Agreement");

**WHEREAS**, on the date hereof, the Grantors, the other parties thereto and the Agent have entered into Supplement No. 3 (the "Supplement") to the Guarantee and Collateral Agreement, dated as of June 23, 2006, as amended and restated as of December 6, 2010, as further amended and restated as of February 14, 2011, and as further amended and restated as of February 28, 2013 (the "Existing Guarantee and Collateral Agreement" and, together with the Supplement, the "Guarantee and Collateral Agreement");

**WHEREAS**, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that each Grantor shall have guaranteed and secured the Obligations under the Credit Agreement;

**WHEREAS**, under the terms of the Guarantee and Collateral Agreement, each Grantor has granted a security interest in certain property, including, without limitation, certain Intellectual Property of such Grantor to the Agent for the ratable benefit of the Secured Parties, and has agreed as a condition thereof to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities;

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

**SECTION 1. DEFINED TERMS**. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Guarantee and Collateral Agreement.

**SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each undersigned Grantor hereby grants to the Agent, for the benefit of

the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including without limitation, each United States federally registered trademark and trademark application identified on Schedule I,

(b) all goodwill associated therewith or symbolized thereby,

(c) all other assets, rights and interests that uniquely reflect or embody such goodwill, and

(d) any written agreement, now or hereafter in effect, granting to any third party any right to use any trademark now or hereafter owned by such Grantor or that such Grantor otherwise has the right to license, or granting to such Grantor any right to use any trademark now or hereafter owned by any third party, and all rights of such Grantor under any such agreement.

Notwithstanding the foregoing, the Trademark Collateral shall not include any application for a Trademark registration filed with the United States Patent and Trademark Office pursuant to Section 1(b) of the Lanham Act ("Intent to Use Application") prior to the filing with and acceptance by the United States Patent and Trademark Office of a Statement of Use (as described in Section 1(d) of the Lanham Act) or an Amendment to Allege Use (as described in Section 1(c) of the Lanham Act).

**SECTION 3. PRECEDENCE.** The security interest granted hereby is granted in furtherance, and not in limitation, of the security interest granted to the Secured Parties under the Guarantee and Collateral Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall control.

**SECTION 4. RECORDATION.** Each Grantor authorizes and requests that the U.S. Patent and 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 Guarantee and Collateral Agreement pursuant to which the Agent may modify this Agreement, after obtaining the Grantors' approval of or

signature to such modification, by amending Schedule I hereto to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by a Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which such Grantor no longer has or claims any right, title or interest.

SECTION 6. GENERAL.

(a) Governing Law. **THIS DOCUMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, 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 Grantors and their respective successors and assigns. The Grantors 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.

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IN WITNESS WHEREOF, each undersigned Grantor and the Secured Parties have caused this Agreement to be duly executed and delivered as of the date first above written.


AIRBORNE GLOBAL, INC., as Grantor

by

  
Name: Gregory Rufus  
Title: Treasurer and Secretary


AIRBORNE ACQUISITION, INC., as Grantor

by

  
Name: Gregory Rufus  
Title: Treasurer and Secretary

AIRBORNE SYSTEMS NA INC., as Grantor

by

  
Name: Gregory Rufus  
Title: Treasurer and Secretary

AIRBORNE SYSTEMS NORTH AMERICA OF NJ INC., as Grantor

by

  
Name: Gregory Rufus  
Title: Treasurer and Secretary

AEROSONIC LLC, as Grantor

by

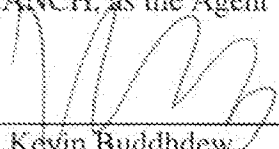
  
Name: Gregory Rufus  
Title: Treasurer and Secretary

[Signature Page to Trademark Security Agreement]

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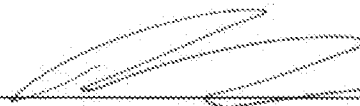
CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as the Agent

by



Name: Kevin Buddhew  
Title: Authorized Signatory

by





Name: Ryan Long  
Title: Authorized Signatory

[Signature Page to the Trademark Security Agreement]



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Schedule I

Trademark Registrations/Applications

MARK	APPLN NO.	FILED	REGN NO.	REGN DATE	GRANTOR / OWNER	STATUS
E2	85526856	1/27/12			HDT Global, Inc. (n/k/a Airborne Global, Inc.)	Pending
AIRBORNE SYSTEMS 	85619341	5/8/12			Airborne Acquisition, Inc.	Pending
AS AIRBORNE SYSTEMS 	77208437	6/18/07	3425722	5/13/08	Airborne Acquisition, Inc.	Registered
DRAGONFLY	77715030	4/16/09	4328554	4/30/13	Airborne Systems NA, Inc.	Registered
GIGAFLY	77715215	4/16/09	4298389	3/5/13	Airborne Systems NA, Inc.	Registered
MEGAFLY	77715118	4/16/09	4298388	3/5/13	Airborne Systems NA, Inc.	Registered
FIREFLY	77715060	4/16/09	4070996	12/31/11	Airborne Systems NA, Inc.	Registered
MICROFLY	77715015	4/16/09	4070995	12/13/11	Airborne Systems NA, Inc.	Registered
PHATS	85746904	10/5/12			Airborne Systems North America of NJ Inc.	Pending
WARFLY	85346789	6/15/11			Airborne Systems North America of NJ Inc.	Pending
FLYCLOPS	85339088	6/6/11	4380606	8/6/13	Airborne Systems North America of NJ Inc.	Registered
NANOFLY	85855900	2/21/13			Airborne Systems North America of NJ Inc.	Pending
SOLR	85348720	6/17/11	4365226	7/9/13	Airborne Systems North America of NJ Inc.	Registered
JTRAX	85371171	7/14/11			Airborne Systems North America of NJ Inc.	Pending
EUROFLY	85346804	6/15/11	4296179	2/26/13	Airborne Systems North America of NJ Inc.	Registered
ULTRAFLY	85441655	10/7/11	4146661	5/22/12	Airborne Systems North America of NJ Inc.	Registered
INTRUDER	85330083	5/25/11	4126900	4/10/12	Airborne Systems	Registered



MARK	APPLN NO.	FILED	REGN NO.	REGN DATE	GRANTOR / OWNER	STATUS
					North America of NJ Inc.	
RAIDER	85330061	5/25/11	4126899	4/10/12	Airborne Systems North America of NJ Inc.	Registered
OASIS	85317189	5/10/11	4369068	7/16/13	Aerosonic Corporation (n/k/a Aerosonic LLC)	Registered
Design 	85446395	10/13/11	4157413	6/12/12	Aerosonic Corporation (n/k/a Aerosonic LLC)	Registered
AEROSONIC CORPORATION 	76608912	8/23/04	3209492	2/13/07	Aerosonic Corporation (n/k/a Aerosonic LLC)	Registered
IMFP	75933194	3/2/00	2764654	9/16/03	Aerosonic Corporation (n/k/a Aerosonic LLC)	Registered
AEROSONIC	72328928	6/3/69	942338	9/7/72	Aerosonic Corporation (n/k/a Aerosonic LLC)	Registered

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