

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302566

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Airborn, Inc.		06/27/2013	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Goldman Sachs Specialty Lending Group, L.P.		
Street Address:	6011 Connection Drive		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4306356	AIRBORN ELECTRONICS, INC.	
Registration Number:	4310050	VERSIHD	
Registration Number:	4310049	MICROQUAD	
Registration Number:	4310048	VERSI	
Registration Number:	3652977	10400	
Registration Number:	3587596	A	
Registration Number:	3474474	AIRBORN	
Serial Number:	85498572	AIRBORN ELECTRONICS SUPPLY CORPORATION	
Serial Number:	85481320	MICROSI	
CORRESPONDENCE DATA			
Fax Number:	2142000853		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2146515326		
Email:	ipdocketing@haynesboone.com		
Correspondent Name:	Kristen Beery		
Address Line 1:	2323 Victory Avenue, Suite 700		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	35714.14		
NAME OF SUBMITTER:	Kristen Beery		

OP \$240.00 4306356

TRADEMARK

SIGNATURE:	/Kristen Beery/
DATE SIGNED:	04/24/2014
Total Attachments: 5 source=Airborn Trademark Security#page1.tif source=Airborn Trademark Security#page2.tif source=Airborn Trademark Security#page3.tif source=Airborn Trademark Security#page4.tif source=Airborn Trademark Security#page5.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of June 27, 2013 (this "*Agreement*"), between **AIRBORN, INC.**, a Texas corporation, (the "*Grantor*"), and **GOLDMAN SACHS SPECIALITY LENDING GROUP, L.P.** ("*GSSLG*"), as collateral agent for the Secured Parties (as herein defined) (in such capacity as collateral agent, the "*Collateral Agent*").

RECITALS:

WHEREAS, reference is made to that certain Credit and Guaranty Agreement, dated as of June 27, 2013 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), by and among **AIRBORN, INC.**, a Texas corporation ("*Company*"), and **CERTAIN SUBSIDIARIES OF COMPANY**, as Guarantors, the Lenders party thereto from time to time (the "*Lenders*"), and **GSSLG**, as Administrative Agent, Collateral Agent, and Documentation Agent;

WHEREAS, subject to the terms and conditions of the Credit Agreement, certain parties may enter into one or more Interest Rate Agreements and Currency Agreements with one or more Lender Counterparties;

WHEREAS, in consideration of the extensions of credit and other accommodations of Lenders and Lender Counterparties as set forth in the Credit Agreement and the Interest Rate Agreements and Currency Agreements, respectively, Grantor has agreed to secure all Grantors' obligations under the Credit Documents, the Interest Rate Agreements and Currency Agreements as set forth in that certain Pledge and Security Agreement, dated as of June 27, 2013 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*") between Grantor, GSSLG, as collateral agent for the Secured Parties, and certain other parties;

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver this Agreement to further evidence the security interest in the Trademarks (as herein defined) and Trademark Licenses (as herein defined); and

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, Grantor and Collateral Agent agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Subject to the terms and conditions of the Security Agreement, Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under all of the following property of Grantor (collectively, the "*Trademark Collateral*"):

- a. All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain

names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to: (i) the registrations and applications referred to in *Schedule 1* (as such schedule may be amended or supplemented from time to time), (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, “*Trademarks*”).

- b. Any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in *Schedule 1* (as such schedule may be amended or supplemented from time to time) (collectively, “*Trademark Licenses*”).

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and Lenders and Lender Counterparties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COUNTERPARTS. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective duly authorized officers as of the 27th day of June, 2013.

**[REMAINDER OF PAGE INTENTIONALLY BLANK.
SIGNATURE PAGE FOLLOWS.]**

GRANTOR:

AIRBORN, INC.

By: Robert McGahan
Name: Robert McGahan
Title: CFO

SECURED PARTY:

**GOLDMAN SACHS SPECIALTY LENDING
GROUP, L.P., as Administrative Agent**

By: _____
Name: _____
Title: _____

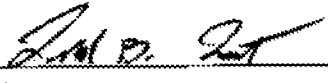
GRANTOR:

AIRBORN, INC.

By: _____
Name: _____
Title: _____

SECURED PARTY:

**GOLDMAN SACHS SPECIALTY LENDING
GROUP, L.P., as administrative agent**

By: 
Name: _____
Title: **Todd B. Foust**
Senior Vice President

Schedule 1
to
Trademark Security Agreement

Trademark Licenses

Name of Agreement	Trademark	Date of Agreement

Trademarks

TRADEMARK	TRADEMARK REG./APP. NO.	REG./APP. DATE
AIRBORN ELECTRONICS, INC.	4306356	3/9/13
VERSIHD and Design	4310050	3/26/13
MICROQUAD and Design	4310049	3/26/13
VERSI and Design	4310048	3/26/13
10400	3652977	7/14/09
A and Design	3587596	3/10/09
AIRBORN	3474474	7/29/08
AIRBORN ELECTRONICS SUPPLY CORPORATION	85498572	12/19/11
MICROSI and Design	85481320	11/28/11

Schedule 1
To Trademark Security Agreement