

06-17-1998

Form PTO-1594
1-31-92

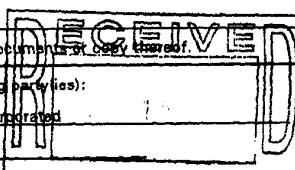
6-15-98



100740622

HEET
LY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



attached original documents or copy thereof.

To the Honorable Commissione

1. Name of conveying party(ies):

Bank of America National Trust and Savings Association
1455 Market Street
San Francisco, California 94103

- Individuals
- General Partnership - Corporation - New Jersey
- Limited Partnership
- Other AGENT

Additional name(s) of conveying party(ies) attached? Yes X No

2. Name and address of receiving party(ies):

Name: Fairchild Aircraft Incorporated
 Internal Address: _____
 Street Address: Post Office Box 790490
 City: San Antonio State: Texas ZIP: 78279-0490

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation- Delaware
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes X No
 (Designations must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other RELEASE OF COLLATERAL
- Merger
- Change of Name

Execution Date: April 8, 1998

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

Trademark Registration No.(s)

- 883, 867
- 1, 247, 636
- 1, 359, 114
- 1, 459, 148

Additional numbers attached Yes X No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: John Scheibeler, Esq.
 Internal Address: White & Case

Street Address: 1155 Avenue of the Americas

Room 2622

City: New York State: NY ZIP: 10036-2787

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41): \$115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

23-1705

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

06/16/1998 DCDATES 00000175 883667

01 FC:481

40.00 DP

02 FC:482

75.00 DP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

John Scheibeler, Esq.

6/12/98

Name of Person Signing

Signature

date

Total number of pages comprising cover sheet:

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks

Box Assignments

Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

0000CSFQ.W51

TRADEMARK
REF.: 1741 FRAME: 0375

EXHIBIT B
TRADEMARKS AND SERVICE MARKS

<u>State or Country</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Trademark or Service Mark</u>
U.S.	883,667	1-6-70	METRO
U.S.	1,247,636	8-9-83	TURBOFLEET
U.S.	1,359,114	9-10-85	EXPEDITER
U.S.	1,459,148	9-29-87	MERLIN

SM\TAETBOM\Z\FBOM\SC\FORMS\BIBN2481.LTX

- 8 -

RECORDED: 11/21/1995

PATENT
REEL: 7722 FRAME: 0860

TRADEMARK
REEL: 1741 FRAME: 0376



RELEASE OF COLLATERAL

THIS RELEASE is made by BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, AS AGENT (hereinafter referred to as Agent), having a principal place of business at 1455 Market St., San Francisco, California 94103:

WHEREAS, the Agent and Fairchild Aircraft Incorporated, a Delaware corporation (hereinafter referred to as Borrower), having an address at Post Office Box 790490, San Antonio, Texas 78279-0490, executed a Security Agreement - Patents and Trademarks dated September 29, 1995 (hereinafter referred to as Security Agreement and attached hereto as Exhibit A), wherein the Borrower assigned and granted to Agent a security interest in any right, title, or interest of Borrower in certain personal property (hereinafter referred to as Collateral) then-owned or after-acquired by the Borrower, including in particular the collateral listed on exhibits A and B to the Security Agreement attached hereto;

WHEREAS, the Security Agreement created a security interest for the benefit of Agent as secured party in the above-described collateral, including in particular U.S. Patent Nos. 4,419,053 and D273,858, and, in particular U.S. Trademark Registration Nos. 883,667 and 1,247,636 and 1,359,114, and 1,459,148;

WHEREAS, the Security Agreement which granted the Agent a security interest in US Patent Nos. 4,419,053 and D273,858 was recorded by the United States Patent and Trademark Office at Reel 7722 and Frame 0852 and forward;

WHEREAS, the Security Agreement which granted a security interest in U.S. Trademark Nos. 883,667 and 1,247,636 and 1,359,114 and 1,459,148 was recorded by the United States Patent and Trademark Office at Reel 1414 and Frame 0979 and forward;

WHEREAS, the Agent now desires to release the above-described collateral;

NOW THEREFORE, in consideration of payment by Borrower of the Indebtedness described in the Security Agreement:

1. The Agent hereby releases all right, title, or interest in the above-described Collateral as created by the above-referenced Security Agreement.

WHEREFORE, the Agent has caused this Release to be duly executed:

BANK OF AMERICA NATIONAL TRUST
AND SAVINGS ASSOCIATION, as Agent

By: 

Name: Patrick W. Zetzman

Title: Vice President

Date: April 8, 1998

IP/BOA/RELEASE1.DOC

**SECURITY AGREEMENT
PATENTS AND TRADEMARKS**

1. **THE SECURITY.** The undersigned **FAIRCHILD AIRCRAFT INCORPORATED**, a Delaware corporation ("Borrower") for valuable consideration hereby assigns and grants to **BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, AS AGENT (IN SUCH CAPACITY, "AGENT")**, a security interest in any right, title, or interest of Borrower in or to the following described personal property, whether now owned or hereafter acquired ("Collateral"):

A. Patents and patent applications, including without limitation the inventions and improvements described and claimed therein, and those patents listed on Exhibit A, attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, damages and payments now and hereafter due and/or payable under and with respect thereto, including without limitation damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) - (d), are sometimes hereinafter individually and/or collectively referred to as the "Patents").

B. Trademarks, trademark registrations, tradenames, trademark applications, service marks and service mark applications, including without limitation the registered trademarks, tradenames, service marks and trademark and service mark applications listed on Exhibit B, attached hereto and made a part hereof, and (a) renewals or extensions thereof, (b) all income, damages and payments now and hereafter due and/or payable with respect thereto, including without limitation damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, tradenames and applications, together with the items described in clauses (a) - (d), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks").

C. The goodwill of the Borrower's business connected with and symbolized by the Trademarks.

D. All rights to damages or profits due or accrued arising out of past, present or future infringement of the Collateral or injury to Borrower's good will connected with the use of the Collateral and the right to sue therefor.

E. All renewals, modifications, amendments, re-issues, divisions, continuations in whole or part, and extensions of any Collateral.

F. All proceeds of any Collateral.

The execution of this Agreement is a condition precedent to the making of any advances under that certain Credit Agreement of even date herewith (together with all amendments and modifications made thereto, the "Credit Agreement") between Borrower, the various financial institutions (collectively the "Bank") as are, or may from time to time, become parties thereto, and Agent, as the agent for the Bank.

PATENT
REEL: 7722 FRAME: 0853

TRADEMARK
REEL: 1741 FRAME: 0379

2. **THE INDEBTEDNESS.** The Collateral secures and will secure all indebtedness of Borrower to Bank. For the purposes of this Agreement, "Indebtedness" shall mean all loans and advances made by Bank to Borrower and all obligations and liabilities of Borrower to Bank, whether now existing or hereafter incurred or created, whether voluntary or involuntary, whether due or not due, whether absolute or contingent (including but not limited to obligations of Borrower as a guarantor of the indebtedness of another), and whether incurred directly or acquired by Bank by assignment or otherwise. Unless Borrower shall have otherwise agreed in writing, "Indebtedness" shall not include "consumer credit" subject to the disclosure requirements of the Federal Truth in Lending Act or any regulations promulgated thereunder.

3. **WARRANTIES AND REPRESENTATIONS.** Borrower represents and warrants to Agent as follows:

A. Exhibits A and B, respectively, to this Agreement are complete lists of all patents, trademark and service mark registrations, and all applications therefor, in which Borrower has any right, title, or interest, throughout the world.

B. Borrower has full power and authority to execute this Agreement and perform its obligations hereunder, and to subject the Collateral to the security interest transferred hereby, and Borrower has entered and will enter into written agreements with each of its present and future employees, agents and consultants which will enable it to comply with the covenants herein contained.

C. Borrower is the lawful owner of the entire right, title and interest in and to all the Collateral, free and clear of all liens, charges, encumbrances, claims of infringement, setoffs, counterclaims, licenses, shop rights, and covenants not to sue third persons, except Permitted Liens (as defined in the Credit Agreement) and as Bank has consented to in writing.

4. **BORROWER'S COVENANTS.** Borrower covenants with Agent and agrees that, unless compliance is waived by Agent in writing:

A. Borrower will at its expense properly maintain the Collateral and shall not fail to renew and shall not otherwise abandon any Collateral. Borrower will, at its expense, diligently prosecute all patent, trademark or service mark applications pending on or after the date hereof, will maintain in effect all issued patents and will renew all trademark and service mark registrations, including payment of any and all maintenance and renewal fees relating thereto; Borrower also will promptly make application on any patentable but unpatented inventions, registerable but unregistered trademarks and service marks.

B. Borrower will at its expense protect and defend all rights in the Collateral against any claims and demands of all persons other than the Bank and will, at its expense, enforce all rights in the Collateral against any and all infringers of the Collateral. Borrower will not license or transfer any of the Collateral except with Bank's prior written consent.

C. Borrower will promptly notify Agent of any acquisition (by adoption and use, purchase, license or otherwise) of any patent, trademark or service mark registration, and applications therefor, and unregistered trademarks and service marks, throughout the world, which are granted or filed or acquired after the date hereof or which are not listed on Exhibit A hereto. Borrower authorizes Agent.

PATENT

REEL: 7722 FRAME: 0854

TRADEMARK

REEL: 1741 FRAME: 0380

without notice to Borrower, to modify this Agreement by amending Exhibit A to include any such Collateral.

D. Borrower will, at the request of Agent and/or Bank, execute such other agreements, documents or instruments in connection with this Agreement as Agent and/or Bank may reasonably deem necessary, including, but not limited to, those documents prepared by Bank which, at Bank's option, Bank chooses to record with any governmental entity, in any State or at the Federal level or in any foreign country, relating to the security interest Bank holds in the Collateral.

E. Borrower will pay to Agent, on demand, the amounts of any fees required to be paid in connection with recordation of this Agreement or any other agreement, document, or instrument evidencing Bank's security interest and any other rights in or to the Collateral.

5. **DEFAULTS.** An Event of Default (as defined in the Credit Agreement) shall be a default hereunder.

6. **AGENT'S AND BANK'S REMEDIES AFTER DEFAULT.** In the event of any default Agent and/or Bank may do any one or more of the following:

A. Exercise any and all remedies provided for in Section 8.02 of the Credit Agreement.

B. Enforce the security interest given hereunder pursuant to the Uniform Commercial Code and any other law.

7. **MISCELLANEOUS.**

A. In the event of a sale of Collateral (whether under power of sale herein granted, pursuant to judicial process or otherwise), Borrower will duly execute and acknowledge all documents necessary or advisable to record title to such Collateral in the name of the purchaser, including, without limitation, valid and recordable assignments of such Collateral.

B. Borrower hereby appoints Agent, effective upon the occurrence of a default hereunder, Borrower's attorney-in-fact, with full authority to take any action and to execute any instrument which the Agent may deem necessary or advisable to accomplish the purposes of this Agreement. Such appointment of Agent, as Borrower's attorney-in-fact is coupled with an interest and is irrevocable.

C. Any waiver, expressed or implied, of any provision hereunder and any delay or failure by Agent and/or Bank to enforce any provision shall not preclude Agent and/or Bank from enforcing any such provision thereafter.

D. This Agreement shall be governed by and construed according to the laws of the State of Texas, to the jurisdiction of which Borrower submits.

PATENT
REEL: 7722 FRAME: 0855

TRADEMARK
REEL: 1741 FRAME: 0381

E. All rights and remedies herein provided are cumulative and not exclusive of any rights or remedies otherwise provided by law. Any single or partial exercise of any right or remedy shall not preclude the further exercise thereof or the exercise of any other right or remedy.

F. All terms not defined herein are used as set forth in the Uniform Commercial Code.

G. In the event of any action by Agent and/or Bank to enforce this Agreement or to protect the security interest of Agent and/or Bank in the Collateral, Borrower agrees to pay the costs thereof, reasonable attorney's fees and other expenses.

H. This Agreement and any agreement or document attached hereto, referred to herein or executed concurrently herewith, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all oral negotiations and prior writings in respect to the subject matter hereof.

This document is executed by Borrower as of September 27, 1995.

BORROWER:

FAIRCHILD AIRCRAFT INCORPORATED,
a Delaware corporation

By: [Signature]
Title: CFO

Address where notices to
the Borrower are to be sent

Post Office Box 790490
San Antonio, Texas 78279-0490

AGENT:

**BANK OF AMERICA NATIONAL TRUST AND
SAVINGS ASSOCIATION, as agent**

By: [Signature]
Title: Frank H. Woo
Vice President

By: _____

Title: _____

Address where notices to
the Bank are to be sent

1455 Market Street, 12th Floor
San Francisco, CA 94103
Attn: Frank Woo

PATENT
REEL: 7722 FRAME: 0857

TRADEMARK
REEL: 1741 FRAME: 0383

STATE OF Texas

COUNTY OF Brewer

On the 29th day of September, 1995, personally appeared Kenneth E. Garrison, CEO of Fairchild Aircraft Incorporated on behalf of said corporation.



Joanna Emlock
Notary Public, State of Texas
July 31, 1997
Commission Expiration

STATE OF California

COUNTY OF San Francisco

On the 4th day of October, 1995, personally appeared Frank H. Woy Vice President of Bank of America National Trust and Savings Association on behalf of said association.



Nancy J. Kuchner
Notary Public, State of CA
Oct. 10, 1999
Commission Expiration

PATENT
REEL: 7722 FRAME: 0858

TRADEMARK
REEL: 1741 FRAME: 0384

EXHIBIT A

PATENTS

<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor(s) Name</u>	<u>Title</u>
U.S.	D273,858	5-15-84	Edward J. Swearingen, Jr.	Propeller Spinner
U.S.	4,419,053	12-6-83	Edward J. Swearingen, Jr.	Propeller Spinner

94YTAETBOMZ9BQAMISCFORMSBBN25GB1.LTX

- 7 -

PATENT
REEL: 7722 FRAME: 0859

TRADEMARK
REEL: 1741 FRAME: 0385

FORM PTO-1595 (Rev. 6-93) REC'D 12-20-1995 IEET U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

DMB No. 0531-0011 (exp. 4/94) 80/58 B
 10010554

To the Honorable Commissioner of Patents.

1. Name of conveying party(ies):
 Fairchild Aircraft Incorporated
 Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
 Name: Bank of America National Trust and Savings Association
 Internal Address: Attn: Frank Woo
 Street Address: 1455 Market St., 12th Floor
 City: San Francisco State: CA ZIP: 94103
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
 Execution Date: September 29, 1995

4. Application number(s) or patent number(s):
 If this document is being filed together with a new application, the execution date of the application is: _____
 A. Patent Application No.(s) 35
 B. Patent No.(s)
4419053
D 273858
 Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Stumpf and Falgout, P.C.
 Internal Address: Attn: Scott Farrimond
 Street Address: 1400 Pear Oak Blvd
Suite 400
 City: Houston State: TX ZIP: 77056

6. Total number of applications and patents covered: 2

7. Total fee (37 CFR 3.41).....580.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

NOV 21 1995 (U.S. PATENT & TRADEMARK OFFICE)

MRD 11-21-95

9. Statement and signature:
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Robert B. Weir Signature
 Name of Person Signing: _____ Date: 11-16-95
 Total number of pages including cover sheet, attachments, and document: 9

Multi documents to be recorded with required cover sheet information:
 Commissioner of Patents & Trademarks, P.O. Box 338, Washington, D.C. 20231

EXHIBIT
A