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11-20-1998

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



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100904788

To the Honorable Commissioner of Patents and Trademarks, 1500 Pennsylvania Avenue, Washington, D.C. 20540, and all documents or copy thereof.

1. Name of conveying party(ies):
GALAXY AEROSPACE COMPANY, LP

Individual(s)
 General Partnership
 Corporation - State of _____
 Other _____

Association
 Limited Partnership (Delaware)

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

2. Name and address of receiving party(ies):
 Name: Paribas, Chicago Branch

Internal Address: _____

Street Address: 227 West Monroe Street, Suite 3300

City: Chicago State: Illinois ZIP: 60606

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other A bank organized under the laws of France

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

3. Nature of conveyance:

Assignment
 Security Agreement
 Other _____

Merger
 Change of Name

Execution Date: September 30, 1998

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1,587,678
2,137,249

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: P. Weston Musselman, Jr.
Jenkins & Gilchrist, P.C.
 Internal Address: _____

 Street Address: 1445 Ross Avenue, Ste. 3200

 City: Dallas State: Texas Zip: 75202-2799

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$ 65.00

Enclosed
 Authorized to be charged to deposit account.

(If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447.)

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

DO NOT USE THIS SPACE

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.

P. Weston Musselman, Jr.
 Name of Person Signing

P. Weston Musselman, Jr.
 Signature

11/9/98
 Date

Total number of pages comprising cover sheet: 6

11/20/1998 DNGUYEN 00000089 1587678

01 FC:481 40.00 OP
 02 FC:482 25.00 OP

TRADEMARK SECURITY AGREEMENT

WHEREAS, GALAXY AEROSPACE COMPANY, LP, a Delaware limited partnership ("Debtor"), owns certain Trademarks and Trademark Licenses;

WHEREAS, Debtor and PARIBAS, CHICAGO BRANCH, a bank organized under the laws of France acting through its Chicago Branch, as agent (the "Secured Party"), are parties to that certain Security Agreement dated as of September 30, 1998 (as the same may be renewed, extended, amended, modified, restated, supplemented and in effect from time to time, the "Security Agreement"); all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement;

WHEREAS, pursuant to the terms of the Security Agreement, Debtor has granted to Secured Party a security interest in all General Intangibles of Debtor including, without limitation, all of Debtor's right, title and interest in, to and under all now owned and hereafter acquired Trademarks, together with the goodwill of the business symbolized by Debtor's Trademarks, and Trademark Licenses, and all products and proceeds thereof, to secure the payment of the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor does hereby grant to Secured Party a continuing security interest in all of Debtor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, trademark registration ("Trademark Registration") and trademark application ("Trademark Application"), including, without limitation, each Trademark, Trademark Registration and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby; and

(2) each Trademark License, including, without limitation, each Trademark License listed in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future (a) infringement, dilution or breach of any Trademark, Trademark Registration, Trademark Application and Trademark License, including, without limitation, any Trademark, Trademark Registration and Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any Trademark, Trademark Registration and Trademark Application.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party 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.

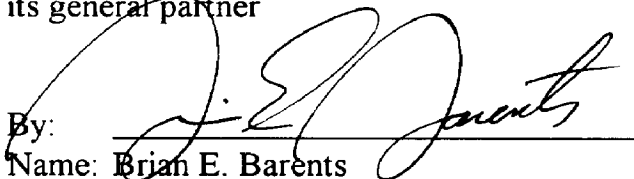
IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 30th day of September, 1998.

Acknowledged:

DEBTOR

GALAXY AEROSPACE COMPANY, LP,
a Delaware limited partnership

By: Galaxy Aerospace III, LLC,
a Delaware limited liability company,
its general partner

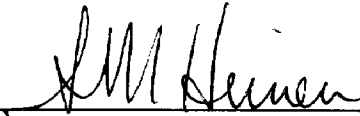
By: 

Name: Brian E. Barents

Title: President

SECURED PARTY

PARIBAS, CHICAGO BRANCH,
as Agent

By: _____

Name: Steven M. Heinen

Title: Director, Merchant Bank Group

By: _____

Name: John J. McCormick

By: Vice President, Merchant Bank Group

ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
COUNTY OF COOK)

This instrument was acknowledged before me this 30th day of September, 1998, by Brian E. Barents, as President of Galaxy Aerospace III, LLC, a Delaware limited liability company, as general partner of Galaxy Aerospace Company, LP, on behalf of such company.

{Seal} 

Krystyna M. Olszewska
Notary Public in and for the State of IL

My commission expires: March 5, 2000

STATE OF ILLINOIS)
)
COUNTY OF COOK)

This instrument was acknowledged before me this 30th day of September, 1998, by Steven M. Heinen, as Director, Merchant Bank Group, of Paribas, Chicago Branch, a bank organized under the laws of France and acting through its Chicago branch, as Agent, on behalf of such bank.

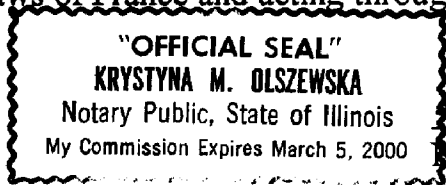
{Seal} 

Krystyna M. Olszewska
Notary Public in and for the State of IL

My commission expires: March 5, 2000

STATE OF ILLINOIS)
)
COUNTY OF COOK)

This instrument was acknowledged before me this 30th day of September, 1998, by in John J. McCormick, as Vice President, Merchant Bank Group, of Paribas, Chicago Branch, a bank organized under the laws of France and acting through its Chicago branch, as Agent, on behalf of such bank.

{Seal} 

Krystyna M. Olszewska
Notary Public in and for the State of IL

My commission expires: March 5, 2000

Schedule 1
to Trademark
Security Agreement

Federal Trademarks

Owner of Record	Trademark	Registration No.	Filing Date
Galaxy Aerospace Company, L.P.	Astra	1,587,678	
Galaxy Aerospace Company, L.P.	Galaxy	2,137,249	

State Trademarks

Owner of Record	Trademark	State	Serial No.	Filing Date
None				