

01-16-2002

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office



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Tab settings

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Aviall Services, Inc.

1.4.02

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:
- Assignment
 - Security Agreement
 - Other
 - Merger
 - Change of Name

Execution date: December 21, 2001

2. Name and address of receiving party(ies):
Name: Citicorp USA, Inc.

Internal Address: _____
Address: _____

Street Address: 388 Greenwich Street

City: New York State: NY Zip: 10013

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

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Schedule A
1428877
 Yes No

Additional number(s) attached

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

Name: Elaine Stangland

Internal Address: Weil, Gotshal & Manges, LLP

Street Address: 767 5th Avenue

City: New York State: NY Zip: 10153

6. Total number of applications and registrations involved: 14

7. Total fee (37 CFR 3.41):..... \$ 365.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 230800

(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.

Phyllis Eremitaggio
Name of Person Signing

Phyllis Eremitaggio
Signature

January 4, 2002
Date

Total number of pages including cover sheet, attachments, and document: 7
Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

01/16/2002 6TOM11 00000048 230800 1428877

01 FC:481 40.00 CH
02 FC:482 325.00 CH

Schedule A

AVIALL, INC.
INVENTORY LOCATOR SERVICE
Trademark Status Chart

<u>App. No.</u>	<u>Reg. No.</u>
	1,428,877
	2,025,826
76/204,407	
76/204,697	
76/204,415	
76/204,408	
	1,683,333
	1,331,270
	1,789,784
	1,263,792
	1,263,793
	1,334,698
	2,000,188
	1,906,351

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 21, 2001, among Aviall Services, Inc. (the "*Borrower*") and each of the other entities listed on the signature pages hereof or which becomes a party hereto pursuant to *Section 7.10* of the Security Agreement referred to below (each a "*Grantor*" and, collectively, the "*Grantors*"), in favor of Citicorp USA, Inc. ("*Citicorp*"), as agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "*Administrative Agent*").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 17, 2001 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*") among the Borrower, Aviall, Inc. ("*Holdings*"), the Lenders and Issuers party thereto and Citicorp, as agent for the Lenders and Issuers, the Lenders and the Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantors other than the Borrower are party to the Guaranty pursuant to which they have guaranteed the Obligations; and

WHEREAS, all the Grantors are party to a Pledge and Security Agreement of even date herewith in favor of the Administrative Agent (the "*Security Agreement*") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties, a lien on and security interest in all of its right, title and interest in, to and under the following Collateral of such Grantor (the "*Trademark Collateral*"):

all of its owned Trademarks and Trademark Licenses to which it is a party, including those referred to on *Schedule I* hereto;

all reissues, continuations or extensions of the foregoing;

all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

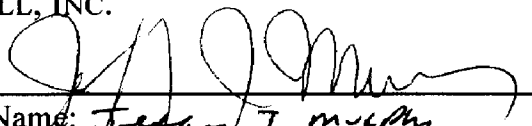
Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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.

[signature page follows]

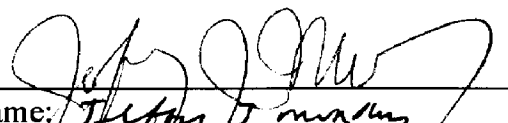
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

AVIALL, INC.

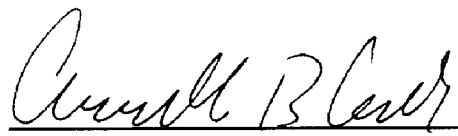
By: 
Name: Jeffrey J. Murphy
Title: Senior Vice President

INVENTORY LOCATOR SERVICE, LLC

By: 
Name: Jeffrey J. Murphy
Title: Senior Vice President

Accepted and Agreed:

CITICORP USA, INC., as Administrative Agent

By: 
Name:
Title:

ACKNOWLEDGEMENT OF GRANTOR

STATE OF New York)
COUNTY OF New York) ss.

On this 21st day of December, 2001 before me personally appeared Jeffrey J. Murphy, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Aviall, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Christine Shrestha

Notary Public

CHRISTINE SHRESTHA
NOTARY PUBLIC, State of New York
No. 01SH50566934
Qualified in New York County
Commission Expires March 11, 2002

11/11/2001 11:11:11 AM