

09-04-2002



Form PTO-1594
1-31-92

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

102209689
REMARKS ONLY

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

1. Name of conveying party(ies): 8.29.02
The New Piper Aircraft, Inc.

Individuals Association
 General Partnership Limited Partnership

Corporation - Delaware
 Other

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

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

Name: Deutsche Bank Trust Company Americas
(f.k.a. Bankers Trust Company)

Internal Address: _____

Street Address: 31 West 52nd Street

City: New York State: NY Zip Code: 10019

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation _____
 Other Collateral Agent

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

3. Nature of conveyance:

Assignment Merger
 Security Interest Change of Name
 Other

Execution Date: July 18, 2002

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

A. Trademark Application No.(s)

76/211994

Additional numbers attached? Yes No

Trademark Registration No.(s)

2512550
2494035

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

Name: Helen Bruno, Senior Legal Assistant

Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas

City: New York State: New York ZIP: 10036

6. Total number of applications and registrations involved: _____

7. Total fee (37 CFR 3.41): \$ 30.00

Enclosed
 Authorized to be charged to deposit account _____

8. Deposit account number: _____
23-1705 (in case of deficiency)

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

OFFICE OF PUBLIC RECORDS
 2002 AUG 27 AM 8:03
 FINANCE SECTION

09/04/2002 LMUELLER 00000062 76211994

01 FC:481 40.00 OP
 02 FC:482 50.00 OP

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.

Helen Bruno [Signature] August 27, 2002
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 7

OMB No. 0651-0011 (exp. 4/94)

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.

ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, THE NEW PIPER AIRCRAFT, INC. a Delaware corporation (“the Assignor”) with principal offices at 2926 Piper Drive, Vero Beach, FL 32960, hereby assigns and grants to Deutsche Bank Trust Company Americas (f.k.a. Bankers Trust Company), as Collateral Agent, with principal offices at 31 West 52nd Street, New York, New York 10019 (the “Assignee”), a security interest in (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the “Marks”) set forth on Schedule A attached hereto; (ii) all proceeds (as such term is defined in the Security Agreement referred to below) of any kind relating to the Marks and/or the goodwill under the Marks; (iii) the goodwill of the businesses symbolized by the Marks, and, (iv) all claims or causes of action arising prior to or after the date hereof for unfair competition or infringement of any of the Marks.

This Assignment is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement among the Assignor, the other assignors from time to time party thereto and the Assignee, dated as of May 27, 1998 (as amended from time to time, the “Security Agreement”). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks acquired under this Assignment.

This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of

the 18 day of July, 2002.

THE NEW PIPER AIRCRAFT, INC., Assignor

By: Paul A. Newman
Name: Paul Newman
Title: Vice President

DEUTSCHE BANK TRUST COMPANY
AMERICAS (f.k.a. Bankers Trust
Company), as Collateral Agent, Assignee

By: _____
Name: Marguerite Sutton
Title: Vice President

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of

the __ day of July, 2002.

THE NEW PIPER AIRCRAFT, INC., Assignor

By: _____

Name: Paul Newman

Title: Vice President

DEUTSCHE BANK TRUST COMPANY
AMERICAS (f.k.a. Bankers Trust
Company), as Collateral Agent, Assignee

By: Marguerite Sutton _____

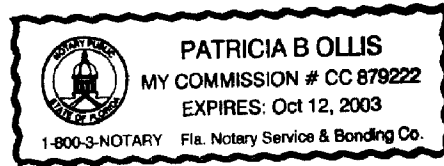
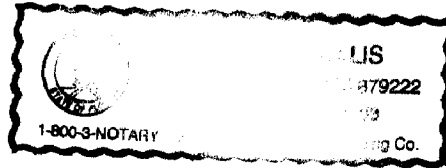
Name: Marguerite Sutton

Title: Vice President

STATE OF FLORIDA)
) ss.:
COUNTY OF INDIAN RIVER)

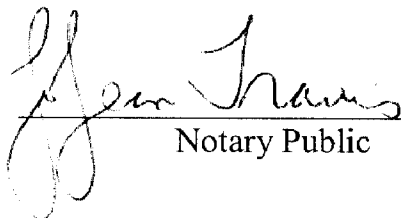
On this 18th day of July, 2002, before me personally came Paul Newman who, being by me duly sworn, did state as follows: that he is Vice President of The New Piper Aircraft, Inc., that he is authorized to execute the foregoing Assignment on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

Patricia B Ollis
Notary Public



STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 23 day of July, 2002, before me personally came Marguerite Sutton who, being by me duly sworn, did state as follows: that she is Vice President of Deutsche Bank Trust Company Americas (f.k.a. Bankers Trust Company) that she is authorized to execute the foregoing Assignment on behalf of said corporation and that she did so by authority of the Board of Directors of said corporation.



Notary Public

JOJEAN TRAVIS
Registration No. 01TR5013241
New York County
July 15, 2003

SCHEDULE A

<u>MARK</u>	<u>REGISTRATION/APPLICATION NUMBER</u>	<u>REGISTRATION DATE</u>
Meridian	2,512,550	11/27/01
Piper Financial Services	2,494,035	7/10/01
Piper Freedom of Flight	76/211,994	2/16/01