

Form <b>PTO-1594</b> (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings    ▸ ▸ ▸ ▾ ▾ ▾ ▾ ▾ ▾ ▾		<b>RECORDATION FORM COVER SHEET TRADEMARKS ONLY</b>		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
<b>1. Name of conveying party(ies):</b> Avtech Corporation  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State      Washington <input type="checkbox"/> Other _____  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			<b>2. Name and address of receiving party(ies)</b> Name: <u>General Electric Capital Corporation</u> Internal (for itself and in its capacity as Junior Agent) Address: <u>for SCIL Lenders</u>  Street Address: <u>335 Madison Avenue</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10017</u>  <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small>		
<b>3. Nature of conveyance:</b> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>May 23, 2003</u>					
<b>4. Application number(s) or registration number(s):</b> A. Trademark Application No.(s)  B. Trademark Registration No.(s) <u>1804707</u>  Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Christine F. Benton</u>  Internal Address: <u>Clifford Chance US LLP</u>    Street Address: <u>200 Park Avenue</u>   City: <u>New York</u> State: <u>New York</u> Zip: <u>10166</u>			<b>6. Total number of applications and registrations involved:</b> <span style="border: 1px solid black; padding: 2px;">1</span>  <b>7. Total fee (37 CFR 3.41)</b> .....\$ <u>40</u>  <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account  <b>8. Deposit account number:</b> <u>18-1843</u>  (Attach duplicate copy of this page if paying by deposit account)		
<b>DO NOT USE THIS SPACE</b>					
<b>9. Statement and signature.</b> <i>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.</i>  <u>Christine F. Benton</u> <u><i>Christine F. Benton</i></u> <u>5/30/03</u> Name of Person Signing                      Signature                      Date  <small>Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px;">1a</span></small>					

**EXECUTION COPY****JUNIOR TRADEMARK SECURITY AGREEMENT**

This JUNIOR TRADEMARK SECURITY AGREEMENT is dated as of May 23, 2003 (this "Junior Trademark Security Agreement"), by and among WINGS HOLDINGS, INC., a Delaware corporation ("Holdings"), AVTECH CORPORATION, a Washington corporation ("Avtech"), TRI-STAR ELECTRONICS INTERNATIONAL, INC., a California corporation ("Tri-Star"), and AEROSPACE DISPLAY SYSTEMS, LLC, a Delaware limited liability company ("ADS", and together with Holdings, Avtech and Tri-Star, each a "Borrower" and "Grantor" and collectively as "Borrowers" or "Grantors"), and GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, for itself and in its capacity as Junior Agent for SCIL Lenders ("Junior Agent").

**WITNESSETH:****WHEREAS:**

- (A) Grantors have entered into a Credit Agreement dated as of the date hereof (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified and in effect from time to time, the "Credit Agreement") by and among the Borrowers, the other persons named therein as Credit Parties, Lenders and General Electric Capital Corporation as Agent, pursuant to which, among other things, SCIL Lenders have agreed to make a certain term credit facility available to Borrowers upon the terms and subject to the conditions specified in the Credit Agreement;
- (B) Borrowers wish to borrow the SCIL (as such term is defined in the Credit Agreement);
- (C) SCIL Lenders are willing to make the SCIL to be made by SCIL Lenders as provided for in the Credit Agreement, but only upon the condition, among others, that each Grantor shall have executed and delivered to Junior Agent, for itself and for the ratable benefit of SCIL Lenders, that certain Junior Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Junior Security Agreement") by and between Grantors and Junior Agent; and
- (D) Pursuant to the Junior Security Agreement, each Grantor is required to execute and deliver to Junior Agent, for itself and for the ratable benefit of SCIL Lenders, this Junior Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

**1. DEFINED TERMS**

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement and Annex A thereto.

## GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

To secure the prompt and complete payment, performance and observance of all of the SCIL Obligations and all renewals, extensions, restructurings and refinancings thereof, and all obligations, liabilities and indebtedness of each Grantor arising under the Credit Agreement and the other Loan Documents (other than in respect of Senior Obligations) (all such Obligations and other secured obligations, the "SCIL Secured Obligations") each Grantor hereby grants to Junior Agent, on behalf of itself and SCIL Lenders, a continuing security interest and Lien (subject only to the Senior Liens) in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

- (a) all of its (i) Trademarks and (ii) Trademark Licenses to which any Grantor is a party including those referred to on Schedule I hereto but in no event any intent to use applications relating to Trademarks (if and to the extent that the creation of a Lien on licensed rights is not prohibited by the agreement granting such license, provided that if any such prohibition is contained in any such agreement, the relevant Grantor shall use all reasonable efforts to amend such agreement to remove such prohibition);
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by, right in and judgment in favor of such Grantor against third parties for past, present or 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;

provided, however, in no event shall Trademark Collateral include (A) any lease, license, contract, property rights or agreement to which the Grantor is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest shall constitute or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of such Grantor therein or (ii) in a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity); provided, however, that such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and to the extent severable, shall attach immediately to any portion of such lease, license, contract, property rights or agreement that does not result in any of the consequences specified in (i) or (ii) above; or (B) any asset subject to a Permitted Encumbrance.

## JUNIOR SECURITY AGREEMENT

The security interests granted pursuant to this Junior Trademark Security Agreement are granted in conjunction with the security interests granted to Junior Agent, on behalf of itself and SCIL Lenders, pursuant to the Junior Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Junior Agent with respect to the security interest in the

Trademark Collateral made and granted hereby are more fully set forth in the Junior Security Agreement and the other Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

#### **SUBORDINATION**

The security interest and Lien granted hereunder to Junior Agent in favor of SCIL Lenders and the rights of such parties in respect thereof shall be subordinated to the Lien granted to Senior Agent for the benefit of Senior Lenders by the Grantors pursuant to that certain Trademark Security Agreement dated as of the date hereof among the Grantors and Senior Agent on behalf of Senior Lenders to the extent set forth in Section 6.6 of the Credit Agreement.

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

**WINGS HOLDINGS, INC.**  
as a Grantor

By: \_\_\_\_\_  
Name: William Hopkins  
Title: President

**AVTECH CORPORATION**  
as a Grantor

By: \_\_\_\_\_  
Name: Michael Lowenson  
Title: Secretary

**TRI-STAR ELECTRONICS  
INTERNATIONAL, INC.**  
as a Grantor

By: \_\_\_\_\_  
Name: Corina Wandrey  
Title: Secretary

**AEROSPACE DISPLAY SYSTEMS, LLC**  
as a Grantor

By: James Parsons  
Name: James Parsons  
Title: Secretary

ACCEPTED AND ACKNOWLEDGED BY:

**GENERAL ELECTRIC CAPITAL CORPORATION,**  
as Junior Agent

By: \_\_\_\_\_  
Name: Ryan Cascade  
Title: Its Duly Authorized Signatory

NYB 1413507

TRADEMARK  
REEL: 002659 FRAME: 0937

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

**WINGS HOLDINGS, INC.**  
as a Grantor

By: \_\_\_\_\_  
Name: William Hopkins  
Title: President

**AVTECH CORPORATION**  
as a Grantor

By: \_\_\_\_\_  
Name: Michael Lowenson  
Title: Secretary

**TRI-STAR ELECTRONICS  
INTERNATIONAL, INC.**  
as a Grantor

By: Corina Aus Wandrey  
Name: Corina Wandrey  
Title: Secretary

**AEROSPACE DISPLAY SYSTEMS, LLC**  
as a Grantor

By: \_\_\_\_\_  
Name: James Parsons  
Title: Secretary

ACCEPTED AND ACKNOWLEDGED BY:

**GENERAL ELECTRIC CAPITAL CORPORATION,**  
as Junior Agent

By: \_\_\_\_\_  
Name: Ryan Cascade  
Title: Its Duly Authorized Signatory

NYB 1413507

TRADEMARK  
REEL: 002659 FRAME: 0938

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

**WINGS HOLDINGS, INC.**  
as a Grantor

By: \_\_\_\_\_  
Name: William Hopkins  
Title: President

**AVTECH CORPORATION**  
as a Grantor

By: Michael Lowenson  
Name: Michael Lowenson  
Title: Secretary

**TRI-STAR ELECTRONICS  
INTERNATIONAL, INC.**  
as a Grantor

By: \_\_\_\_\_  
Name: Corina Wandrey  
Title: Secretary

**AEROSPACE DISPLAY SYSTEMS, LLC**  
as a Grantor

By: \_\_\_\_\_  
Name: James Parsons  
Title: Secretary

**ACCEPTED AND ACKNOWLEDGED BY:**

**GENERAL ELECTRIC CAPITAL CORPORATION,**  
as Junior Agent

By: \_\_\_\_\_  
Name: Ryan Cascade  
Title: Its Duly Authorized Signatory

NYB 1413507

**TRADEMARK**  
**REEL: 002659 FRAME: 0939**

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

**WINGS HOLDINGS, INC.**  
as a Grantor

By:   
Name: William Hopkins  
Title: President

**AVTECH CORPORATION**  
as a Grantor

By: \_\_\_\_\_  
Name: Michael Lowenson  
Title: Secretary

**TRI-STAR ELECTRONICS  
INTERNATIONAL, INC.**  
as a Grantor

By: \_\_\_\_\_  
Name: Corina Wandrey  
Title: Secretary

**AEROSPACE DISPLAY SYSTEMS, LLC**  
as a Grantor

By: \_\_\_\_\_  
Name: James Parsons  
Title: Secretary

**ACCEPTED AND ACKNOWLEDGED BY:**

**GENERAL ELECTRIC CAPITAL CORPORATION,**  
as Junior Agent

By: \_\_\_\_\_  
Name: Ryan Cascade  
Title: Its Duly Authorized Signatory

NYB 1413507

**TRADEMARK**  
**REEL: 002659 FRAME: 0940**



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

**WINGS HOLDINGS, INC.**  
as a Grantor

By: \_\_\_\_\_  
Name: William Hopkins  
Title: President

**AVTECH CORPORATION**  
as a Grantor

By: \_\_\_\_\_  
Name: Michael Lowenson  
Title: Secretary

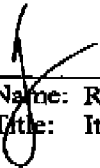
**TRI-STAR ELECTRONICS  
INTERNATIONAL, INC.**  
as a Grantor

By: \_\_\_\_\_  
Name: Corina Wandrey  
Title: Secretary

**AEROSPACE DISPLAY SYSTEMS, LLC**  
as a Grantor

By: \_\_\_\_\_  
Name: James Parsons  
Title: Secretary

ACCEPTED AND ACKNOWLEDGED BY:  
**GENERAL ELECTRIC CAPITAL CORPORATION,**  
as Junior Agent

By:  \_\_\_\_\_  
Name: Ryan Cascade  
Title: Its Duly Authorized Signatory

NYB 1413507

**SCHEDULE I**  
**JUNIOR TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS**

<b>Owner</b>	<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
Tri-Star Electronics International, Inc.	Tri-Star Symbol	2,407,578	11-Nov-00
Tri-Star Electronics International, Inc.	CQ Connector	75/005/780	16-Oct-95
Tri-Star Electronics International, Inc.	Cory Components	2,584,881	25-Jun-02
Avtech Corporation	"Ideas that Fly"	1,804,707	16-Nov-93

CLIFFORD CHANCE

CLIFFORD CHANCE US LLP  
200 PARK AVENUE  
NEW YORK NEW YORK 10166 0153  
TEL +1 212 878 8000  
FAX +1 212 878 8375  
www.cliffordchance.com

FAX

TO	Assignment Division	COMPANY	PTO
RECIPIENT FAX	(703) 306-5995	RECIPIENT PHONE	

FROM	Christine Benton	DATE	May 30, 2003
SENDER PHONE	(212) 878- 8053	PAGES (W/ COVER)	14
SENDER FAX	(212) 878-8375		
SENDER E-MAIL	christine.benton@cliffordchance.com		

MESSAGE

CONVEYING PARTY: Avtech Corporation  
RECEIVING PARTY: General Electric Capital Corporation  
(for itself and in its capacity as Junior Agent for SCIL Lenders)

**C L I F F O R D  
C H A N C E**

**CLIFFORD CHANCE US LLP**

200 PARK AVENUE  
NEW YORK NY 10166 0153

TEL +1 212 878 9000  
FAX +1 212 878 8375  
[www.cliffordchance.com](http://www.cliffordchance.com)

**Christine F. Benton**  
Trademark Paralegal

DIRECT TELEPHONE 212 878-8053  
DIRECT FACSIMILE 212 878-8375  
[christine.benton@cliffordchance.com](mailto:christine.benton@cliffordchance.com)

May 30, 2003

VIA FAX  
(703) 306-5995

Commissioner of Patents & Trademarks  
Assignment Division  
Washington, DC 20231

Re: Security Agreement for Avtech Corporation/  
General Electric Capital Corporation  
(Our Ref: 100390/79)

Dear Sir:

Enclosed please find a Recordation Form Cover Sheet with respect to the above-referenced recordation.

We believe that we have calculated the fee correctly on the Recordation Form Cover Sheet. However, should this amount prove deficient, please deduct any additional charges from our Deposit Account No. 18-1843.

Please contact the undersigned if you have any questions.

Very truly yours,



Christine F. Benton  
Trademark Paralegal

dfb/dcr  
enclosure

NYA 610221.1

RECORDED: 05/30/2003

TRADEMARK  
REEL: 002659 FRAME: 0944