

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼ ▼		RECORDATION FORM COVER SHEET TRADEMARKS ONLY		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.					
1. Name of conveying party(ies): Tri-Star Electronics International, Inc. <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 California <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and address of receiving party(ies) 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 type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small>		
3. Nature of conveyance: <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>			4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) <u>2407578</u> <u>2584881</u> Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed: 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>			6. Total number of applications and registrations involved: <u>2</u> 7. Total fee (37 CFR 3.41).....\$ <u>65</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>18-1843</u> (Attach duplicate copy of this page if paying by deposit account)		
DO NOT USE THIS SPACE					
9. Statement and signature. <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>C. F. Benton</u> <u>5/30/03</u> Name of Person Signing Signature Date Total number of pages including cover sheet, attachments, and document: <u>12</u>					

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

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.

2. 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.

3. 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: 0949

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 Ann 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 1413307

TRADEMARK
REEL: 002659 FRAME: 0950

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: 0951

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: *William Hopkins*
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

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

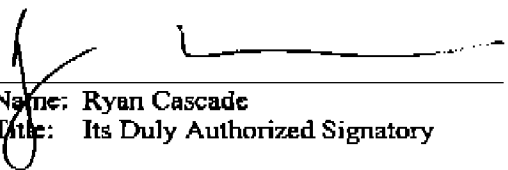
By: _____
Name: Corina Wandrey
Title: Secretary

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: 0953

SCHEDULE I
JUNIOR TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Owner	Mark	Registration No.	Registration Date
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