

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

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|------------------|----------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
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|                       |                   |
|-----------------------|-------------------|
| NATURE OF CONVEYANCE: | SECURITY INTEREST |
|-----------------------|-------------------|

|                                |                        |                |                       |
|--------------------------------|------------------------|----------------|-----------------------|
| CONVEYING PARTY DATA           |                        |                |                       |
| Name                           | Formerly               | Execution Date | Entity Type           |
| Northstar Aerospace (USA) Inc. | Derlan Industries Inc. | 09/02/2003     | CORPORATION: DELAWARE |

|                      |  |
|----------------------|--|
| RECEIVING PARTY DATA |  |
| Name:                | National Bank of Canada, as administrative agent |
| Street Address:      | 130 King Street West                             |
| Internal Address:    | Suite 3200                                       |
| City:                | Toronto  |
| State/Country:       | ONTARIO  |
| Postal Code:         | M5X 1J9  |
| Entity Type:         | Canadian Chartered Bank: CANADA                  |

|                           |          |                     |
|---------------------------|----------|---------------------|
| PROPERTY NUMBERS Total: 2 |          |                     |
| Property Type             | Number   | Word Mark           |
| Serial Number:            | 76417951 | NORTHSTAR AEROSPACE |
| Serial Number:            | 76417952 | NORTHSTAR AEROSPACE |

|  |                          |
|--|--------------------------|
| CORRESPONDENCE DATA  |                          |
| Fax Number:  | (212)371-1084            |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                          |
| Phone:   | (212) 508-6739           |
| Email:   | prutzman@tanhelp.com     |
| Correspondent Name:  | L. Donald Prutzman       |
| Address Line 1:  | 900 Third Avenue         |
| Address Line 4:  | New York, NEW YORK 10022 |

|                         |          |
|-------------------------|----------|
| ATTORNEY DOCKET NUMBER: | 12526.01 |
|-------------------------|----------|

|                    |                    |
|--------------------|--------------------|
| NAME OF SUBMITTER: | L. Donald Prutzman |
|--------------------|--------------------|

Total Attachments: 7  
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## TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

**TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT** dated as of May 1, 2003, made by **Northstar Aerospace (USA) Inc.** (formerly Derlan Industries Inc.) (the "Assignor"), to and in favour of **National Bank of Canada**, as administrative agent (the "Assignee").

**WHEREAS** the Assignor and the Assignee have entered into a Continued, Amended and Restated Security Agreement dated as of May 1, 2003 and effective in accordance with its terms (as it may, at any time or from time to time, be amended, supplemented, restated or replaced, the "Security Agreement", capital terms and phrases used in this Agreement without definition having the respective meanings set forth in the Security Agreement), and in order to induce Assignee and the Lenders to enter into the Credit Agreement, Assignor has agreed to assign to Assignee certain trademark rights, as hereinafter set forth;

**NOW THEREFORE**, in consideration of the premises, Assignor hereby agrees with Assignee as follows:

1. To secure the complete and timely satisfaction of all Obligations, Assignor hereby grants, assigns and conveys to Assignee for its own benefit and as agent for the rateable benefit of itself, as Lender, and the other Lenders, a security interest in all of Assignor's entire right, title, and interest in and to all existing and future Trademarks and trademark applications, including, without limitation, the trademark applications listed in Schedule A hereto and all registrations and trademark registrations now or hereafter relating thereto (all of the foregoing are collectively called, the "Actual Trademarks") (as the same may be amended from time to time), and all future trademarks and trademark applications in which Debtor at any time has any right, title or interest, including without limitation, all proceeds of any of the foregoing (such as, by way of example only, license royalties, franchisee payments and proceeds of infringement suits), the right to sue for past, present, and future infringements, and all rights corresponding thereto throughout the world (all of the foregoing, including without limitation, the Actual Trademarks, are collectively called the "Trademark Rights"), and all existing and future goodwill of the businesses to which the Trademark Rights relate and all existing and future Intangible Assets (all of the foregoing, including, without limitation, the Collateral Trademarks and the Trademark Rights, are collectively called, the "Trademark Collateral").

2. Assignor covenants and warrants that:

(a) The existing Actual Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) To the best of Assignor's knowledge, the existing Actual Trademarks are valid and enforceable;

(c) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Trademark Rights, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, shop rights and covenants by Assignor not to sue third persons (other than liens in favor of the Assignee);

(d) Assignor has the unqualified right to enter into this Agreement and perform its terms; and

(e) Assignor's use of the Trademark Rights shall not infringe the rights of any third party or knowingly interfere with any third party's rights.

3. Assignor agrees that, until all of the Obligations shall have been satisfied in full and all Commitments (as defined in the Credit Agreement) and Operating Commitments (as defined in the Credit Agreement) of the Lenders to make any loan, issue any Letter of Credit (as defined in the Credit Agreement) or otherwise provide Accommodations (as defined in the Credit Agreement) are not in effect and there being no Accommodations Outstanding, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Agreement, without Assignee's prior written consent.

4. If, while any Obligations are outstanding or any Commitments or Operating Commitments of the Lenders to make any loan or issue any Letter of Credit are in effect, Assignor shall obtain rights to any trademarks or trademark applications or other Trademarks, the provisions of paragraph 1 shall automatically apply thereto and Assignor shall give to Assignee prompt notice thereof in writing, and cooperate

with Assignee in all respects, including, but not limited to the execution of appropriate documents, to provide for the perfection of Assignee's interest therein.

5. Assignor authorizes Assignee to modify this Agreement by amending Schedule A to include any future trademarks and trademark applications under paragraph 1 or paragraph 4 hereof.

6. INTENTIONALLY OMITTED.

7. If any Event of Default shall have occurred and be continuing, the Assignee shall have, in addition to all other rights and remedies given it by this Agreement or the Security Agreement, the Credit Documents or any Credit Document, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in New York and/or any other applicable jurisdiction.

8. If any Event of Default shall have occurred and be continuing, Assignor hereby authorizes and empowers Assignee to make, constitute and appoint any officer or agent of Assignee, as Assignee may select in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Assignee to use the Trademark Rights or to grant or issue any exclusive or nonexclusive license under the Trademark Rights to any third person or necessary for Assignee to assign, pledge, convey or otherwise transfer title in or dispose of the Trademark Rights to any third person. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

9. INTENTIONALLY OMITTED.

10. Assignor's right to bring suit in its own name to enforce the Trademark Rights and any licenses thereunder shall require Assignee's prior written consent during the continuance of an Event of Default, but shall not require Assignee's prior written consent if an Event of Default is not continuing; provided however, if it is necessary to join Assignee as a party to such suit Assignee shall do so only if it is satisfied that such joinder will not subject it to any risk of liability.

11. No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. All of Assignee's rights and remedies with respect to the Trademark Rights and the other Trademark Collateral, whether established hereby or by the Credit Agreement, the Security Agreement or any Credit Documents or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

13. INTENTIONALLY OMITTED.

14. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 5.

15. INTENTIONALLY OMITTED.

16. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of New York, without giving effect to conflict of law principles.

17. Sections 3.2 through 3.13 of the Security Agreement (excluding Section 3.10) are hereby incorporated into and applicable to this Agreement as if this Agreement were the Security Agreement.

18. Assignor has executed in blank and delivered to Assignee an assignment in substantially the form of Exhibit 1 hereto (the "Assignment of Marks"). The Assignor hereby authorizes the Assignee to complete as assignee and record with the U.S. Patent and Trademark Office the Assignment of Marks upon the occurrence of and during the continuance of an Event of Default.

IN WITNESS WHEREOF the Assignee has caused this Agreement to be executed by its duly authorized officers as of the date first above written.

**NORTHSTAR AEROSPACE (USA) INC.**

By: *Randal Levine*  
Name: Randal L. Levine  
Title: Vice President

**NATIONAL BANK OF CANADA,**  
as administrative agent

By: *Ian Gillespie*  
Name: Ian Gillespie  
Title: Vice-President

By: *GABRIEL WONG*  
Name: GABRIEL WONG  
Title: ASSOCIATE

Schedule A to a Trademark Collateral Assignment and Security Agreement dated as of May 1, 2003, between Northstar Aerospace (USA) Inc. and National Bank of Canada, as administrative agent.

| Application or Serial No. | Country | Filing Date  | Mark                |
|---------------------------|---------|--------------|---------------------|
| 1. 76/417951              | USA     | June 5, 2002 | NORTHSTAR AEROSPACE |
| 2. 76/417952              | USA     | June 5, 2002 | NORTHSTAR AEROSPACE |

**CERTIFICATE OF ACKNOWLEDGEMENT**

PROVINCE OF ONTARIO

)

) SS.:

CITY OF TORONTO

)

*[Handwritten signature]*  
*Province of Ontario*

On the 2 day of September, before me, the undersigned, a Notary Public for the ~~State of New York~~, the individual who signed this instrument, Randal L. Levine, appeared and proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

*David McCarthy*  
 Notary Public  
 DAVID MCCARTHY

EXHIBIT 1

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS

WHEREAS, Northstar Aerospace (USA) Inc., a corporation organized and existing under the laws of Delaware, having a place of business at 401 South 36<sup>th</sup> Street, Phoenix, Arizona 85034 (the "Debtor"), has adopted and used and is using the trademarks and service marks (the "Marks") identified on the Annex hereto, and is the owner of the registrations and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_, having a place of business at \_\_\_\_\_ (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Debtor does hereby assign, sell and transfer unto the Assignee all of Debtor's right, title and interest in and to the Marks, together with (a) the registrations of and registration applications for the Marks, (b) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks is intended to and shall take effect at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks below.

IN WITNESS WHEREOF, the Debtor, by its duly authorized \_\_\_\_\_, has executed this assignment on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Northstar Aerospace (USA) Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by the Debtor to the Assignee is hereby accepted

as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

[Assignee] \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

PROVINCE OF \_\_\_\_\_

)

MUNICIPALITY OF \_\_\_\_\_

)

ss.

)

On this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me appeared \_\_\_\_\_, the person who signed this instrument, who acknowledged that (s)he is the \_\_\_\_\_ of \_\_\_\_\_ and that being duly authorized (s)he signed such instrument as a free act on behalf of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_





Canada )  
 Province of Ontario )  
 City of Toronto )  
 Consulate General of the )  
 United States of America )

SS: CERTIFICATE OF AUTHENTICATION  
 (Notary Public)

I, the undersigned,

**Michael R. Schimmel**

Consul of the United States of America at Toronto,  
 Ontario, Canada, duly commissioned and qualified do hereby  
 certify that

**David Ross McCarthy**

whose name is subscribed to the annexed document, was at the  
 time of subscribing the same a Notary Public of the Province of  
 Ontario, Canada.

For the contents of the annexed document, I assume no  
 responsibility.

IN WITNESS WHEREOF I have hereunto set my hand and  
 affixed the seal of the Consulate General of the United States  
 of America at Toronto, Ontario, Canada

this, 3rd Day of September 2003

(SEAL)

*Michael R. Schimmel*  
 Michael R. Schimmel  
 Consul of the United States of America