

Form PTO-1594  
(rev 3/1)

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U. S. Department of Commerce  
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):  
**Audio International, Inc.**

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation - **Arkansas**  
 Other

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

2. Name and Address of receiving party(ies)  
**Credit Suisse First Boston  
11 Madison Avenue  
New York, NY 10010**

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation  
 Other - **Swiss Bank**

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 Agreement       Change of Name  
 Other:

Execution Date: **December 22, 2003**

4. Application number(s) or registration number(s):  
 A. Trademark Application No(s).  
**76217647**

Additional numbers attached?  Yes  No

B. Trademark Registration No(s).  
**212754 2126580 2134322  
2161213**

5. Name and address of party to whom correspondence concerning document should be mailed:  
**Kenneth A. Rubenstein, Esq.  
SKADDEN, ARPS, SLATE, MEAGHER  
& FLOM LLP  
Four Times Square  
New York, New York 10036**

6. Total number of applications/registrations involved: 5

7. Total fee (37 CFR 3.41) **\$140**  
 All fees and any deficiencies are authorized to be charged to Deposit Account  
**(Our Ref. 217730/1759)**

8. Deposit Account No. **19-2385**

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.

Kenneth A. Rubenstein

Kenneth Rubenstein

February 6, 2004

Name

Signature

Date

Total number of pages including cover sheet, attachments, and document: **5**

CH \$140.00 192385 76217647

## GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, AUDIO INTERNATIONAL, INC., an Arkansas corporation ("Grantor"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, DeCrane Aircraft Holdings, Inc., a Delaware corporation ("Company"), has entered into a Credit Agreement dated as of December 22, 2003 (said Credit Agreement, as it may heretofore have been and as it may hereafter be amended, supplemented or otherwise modified from time to time, being the "Credit Agreement") with the financial institutions named therein (collectively, "Lenders"), Credit Suisse First Boston, acting through its Cayman Islands Branch, as syndication agent, and as administrative agent for the Lenders (in such capacity, "Secured Party"), pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, Grantor has executed and delivered that certain Subsidiary Guaranty dated as of December 22, 2003 (said Subsidiary Guaranty, as it may hereafter be amended, supplemented or otherwise modified from time to time, being the "Guaranty") in favor of Secured Party for the benefit of Lenders, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of December 22, 2003 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement" the terms defined therein and not otherwise defined herein being used herein as therein defined), among Grantor, Secured Party and the other grantors named therein, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Trademark Collateral"):

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A) (collectively, the "Trademarks"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A) (the "Trademark Registrations"), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the "Trademark Rights"), and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith (the "Associated Goodwill"); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "proceeds" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall be not deemed to have granted a security interest in, any of Grantor's rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Notwithstanding anything contained herein to the contrary, Secured Party's interest in the Trademark Collateral shall be junior to the interest of the First Lien Collateral Agent in the Trademark Collateral at any time a First Lien Credit Agreement is in effect.

Notwithstanding anything contained herein to the contrary, the relative rights and remedies of Secured Party hereunder and the First Lien Collateral Agent shall be subject to and governed by the terms of the Intercreditor Agreement at any time the Intercreditor Agreement is in effect. In the event of any inconsistency between the terms hereof and the Intercreditor Agreement, the Intercreditor Agreement shall control at any time the Intercreditor Agreement is in effect.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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.

*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be  
duly executed and delivered by its officer thereunto duly authorized as of the 22 day of December  
2002.

AUDIO INTERNATIONAL, INC.

By:   
Name: Richard J. Kaplan  
Title: Chief Financial Officer and Secretary

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

<u>Registered Owner</u>	United States Trademark <u>Description</u>	Registration <u>Number</u>	Registration <u>Date</u>
Audio International, Inc.	Audio International	212754	12/23/1997
Audio International, Inc.	AI	2126580	01/06/1998
Audio International, Inc.	PVM	2134322	02/03/1998
Audio International, Inc.	AI Audio International	2161213	06/02/1998
<u>Registered Owner</u>	United States Trademark <u>Description</u>	Application <u>Number</u>	Application <u>Date</u>
Audio International, Inc.	E-Cabin	76217647	02/28/2001