

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stewart Warner South Wind Corporation		07/31/1998	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Fuji Bank Limited
Street Address:	5-5 Otemachi, 1-Chome, Chiyoda-Ku,
City:	Tokyo
State/Country:	JAPAN
Entity Type:	CORPORATION: JAPAN

PROPERTY NUMBERS Total: 5		
Property Type	Number	Word Mark
Registration Number:	1055439	HOT BOX
Registration Number:	1032811	HOTBOX
Registration Number:	0415329	SOUTH WIND
Registration Number:	0344788	SOUTH-WIND
Registration Number:	0676983	STEWART-WARNER

CORRESPONDENCE DATA	
Fax Number:	(212)425-5288
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2124257200
Email:	tmdocketny@kenyon.com
Correspondent Name:	Gregg A. Paradise, Esq.
Address Line 1:	One Broadway
Address Line 2:	Kenyon & Kenyon
Address Line 4:	New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER:	12522/1
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DOMESTIC REPRESENTATIVE	TRADEMARK
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**900010773**

**REEL: 002900 FRAME: 0926**

**CH \$140.00 1055439**

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Gregg A. Paradise

Total Attachments: 4

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## TRADEMARK SECURITY AGREEMENT

WHEREAS, the Lenders and Fuji Bank Limited ("Fuji") as Arranger, Facility Agent, Security Agent and Syndication Agent, have entered into a Credit Agreement dated July 31, 1998 (said agreement, as it may hereafter be amended or otherwise modified from time to time, being the "Senior Credit Agreement") with Dunlop Standard Aerospace (US), Inc. (the "Company") and others as Borrowers and/or Guarantors;

WHEREAS, the Bridge Facility Agreement, as defined in the Senior Credit Agreement, (the Bridge Facility Agreement, together with the Senior Credit Agreement, the "Credit Agreements") has been entered into by the parties thereto;

WHEREAS, Stewart Warner South Wind Corporation (the "Grantor") and others have entered into the Security Agreement, pursuant to which Fuji is named as Security Agent (the "Security Agent") for the Lenders referred to therein;

WHEREAS, the Grantor owns all right and title and/or is licensed under certain Trademark Collateral including, but not limited to, the registered United States trademarks listed on Schedule A annexed hereto (the "Registered Trademarks");

WHEREAS, pursuant to the terms of the Security Agreement dated as of July 31, 1998 by and between the Company and Fuji as Security Agent for the Lenders referred to therein (all capitalized terms not otherwise defined herein having the meaning set forth therein) and the Security Agreement Supplement executed by the Grantor on the date hereof (collectively, the "Security Agreement"), the Grantor has granted to Security Agent a security interest in certain of the assets of the Grantor including all right, title and interest of Grantor in, to and under the Trademark Collateral, to secure the payment of the Secured Obligations, and has agreed to execute this Trademark Security Agreement in accordance with and subject to the terms of the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Security Agent, in addition to the grants set forth in, and in accordance with the terms of, the Security Agreement, a continuing security interest in:

- (i) the Registered Trademarks listed on Schedule A hereto, and (A) all renewals thereof, (B) all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof), (C) the right to sue or otherwise recover for all past, present and future infringements thereof, and (D) all rights corresponding thereto throughout the world (but only such rights as now exist or may come to exist under applicable local law); and together in each case with the goodwill of the business connected with the use of and symbolized by each such trademark; and

(ii) all license agreements with any other person relating to any of the Registered Trademarks or such other person's trademarks, whether the Grantor is a licensor or licensee under any such license agreement, subject, in each case, to the terms of such license agreement, and the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned the Grantor and now or hereafter covered by such licenses.

This security interest is granted in conjunction with the security interests granted to the Security Agent pursuant to the Security Agreement, and is granted subject to the terms of that agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Security Agent with respect to the security interest in the Registered Trademarks made and 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 Grantor will cause to be filed, and/or will cooperate with the Security Agent and/or the Lenders to file with the appropriate authorities, any and all documents necessary to perfect and/or register this Trademark Security Agreement.

This Trademark Security Agreement may be executed in counterpart.

IN WITNESS WHEREOF, each of the Grantors has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 1st day of ~~July~~, 1998.

*October*

STEWART WARNER SOUTH WIND CORP.

By: *David L. Carson*

Name: DAVID L. CARSON

Acknowledged:

THE FUJI BANK LIMITED,  
AS SECURITY AGENT

Title:

*MANAGER*

*David Carson*

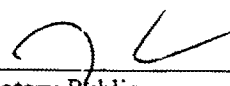
UNITED STATES OF GREAT BRITAIN  
ENGLAND CITY OF LONDON

STATE OF NEW YORK →

: ss.:

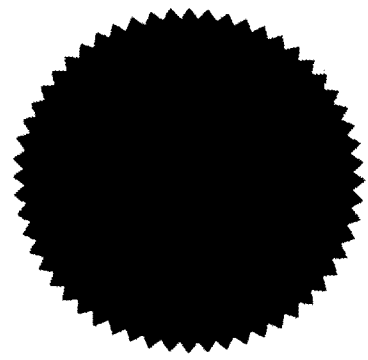
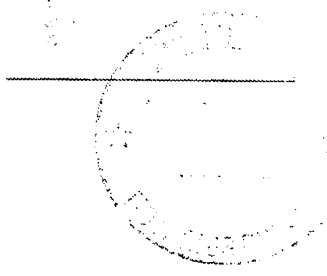
← COUNTY OF NEW YORK

On the 1st day of October, 1998, before me personally came DAVID ERNIE UNRUH, to me personally known and known to me to be the person described in and who executed the foregoing instrument as Director and Chief Financial Officer of Stewart Warner South Wind Corp., who being by me duly sworn, did depose and say that he resides <sup>temporarily</sup> at London, England; that he is Director and Chief Financial Officer of Stewart Warner South Wind Corp., the corporation described in and which executed the foregoing instrument; ~~that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal;~~ that said instrument was signed ~~and sealed~~ on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

  
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Notary Public

[Seal]

My commission expires: with life



**SCHEDULE A**  
**Registered U.S. Trademarks**

<b>Trademark</b>	<b>Registered Class</b>	<b>Registration No.</b>	<b>Owned/Licensed</b>
HOT BOX	Int'l 7, 12 U.S. 19, 23	1,055,439	Owned
HOT BOX (Stylized)	Int'l 7, 12 U.S. 19, 23	1,032,811	Owned
SOUTH WIND (Stylized)	Int'l 11 U.S. 34	415,329	Owned
SOUTH WIND (Stylized)	Int'l 11 U.S. 34	344,788	Owned
STEWART WARNER	Int'l 11	676,983	Licensed from Stewart Warner Corporation and Stewart Warner Alemitte Licensco, Inc.