

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Northstar Aerospace (USA) Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Execution Date(s) 05/27/2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: LaSalle Bank National Association

Internal

Address:

Street Address: 135 S. LaSalle Street

City: Chicago

State: Illinois

Country: U.S. Zip: 60603

Association Citizenship National

General Partnership Citizenship

Limited Partnership Citizenship

Corporation Citizenship

Other Citizenship

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)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s)

76/417951

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Nicole M. Walker

Internal Address: Neal, Gerber & Eisenberg LLP

Street Address: Two North LaSalle St.

City: Chicago

State: IL Zip: 60602-3801

Phone Number: 312.269.8000

Fax Number: 312.269.1747

Email Address: nwalker@ngelaw.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 502261

Authorized User Name Nicole M. Walker

9. Signature:

Nicole M. Walker

Name of Person Signing

October 25, 2004

Date

Total number of pages including cover sheet, attachments, and document: 11

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$40.00 502261 76417951

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement ("Security Agreement") is made this 27th day of May, 2004, by and between Northstar Aerospace (USA) Inc., a Delaware corporation, having an office at 401 South 36th Street, Phoenix, Arizona 85034 ("Borrower"), and LaSalle Bank National Association, a national banking association, having an office at 135 South LaSalle Street, Suite 223, Chicago, Illinois 60603 ("Lender"):

WITNESSETH:

WHEREAS, Lender and Borrower, together with the other borrowers party thereto, have entered into a Loan and Security Agreement dated as of the date hereof (said Loan and Security Agreement, as it may hereafter be amended or otherwise modified from time to time, being called the "Loan and Security Agreement", the terms defined therein and not otherwise defined herein being used herein as therein defined); and

WHEREAS, it is a condition precedent to the making of the Loans under the Loan and Security Agreement by Lender that Borrower shall have granted the security interest and made the collateral assignment contemplated by this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to induce Lender to make Loans under the Loan and Security Agreement, Borrower hereby agrees with Lender and its successors, transferees and assigns as follows:

1. Grant of Security Interest. To secure the prompt and complete payment, observance and performance of all of the Obligations, Borrower hereby grants, bargains, assigns, mortgages, pledges, sells and creates a security interest in and transfers and conveys same to Lender, and its successors, transferees and assigns, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale as hereinafter provided, to the extent permitted by law, with respect to all of the following property of Borrower, whether now owned or existing or hereafter acquired or arising (collectively, the "Collateral"):

(a) trademarks, trademark registrations, interests under trademark license agreements, trade names and trademark applications for which registrations have been issued or applied for in the United States or Canada, or used in the United States or Canada or any state, territory, province or possession of the United States or Canada, including, without limitation, the trademarks, trademark registrations and applications listed on Annex A attached hereto and made a part hereof and the trademark license agreements (both as licensee and licensor) listed on Annex B attached hereto and made a part hereof and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due and/or payable under and 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 but excluding attorneys' fees and court costs payable to Borrower in respect thereto, (iii) the right to sue for past, present

and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademark, trademark registrations, and interests under trademark license agreements, trade names and applications, together with the items described in clauses (i) through (iv) in this subparagraph (a), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(b) the goodwill of Borrower's business connected with the Trademarks.

2. Restrictions on Future Agreements. Borrower agrees that until all Obligations shall have been satisfied in full and the Loan and Security Agreement shall have been terminated, Borrower will not, without Lender's prior written consent (such consent not to be unreasonably withheld), abandon any registrations covering any Trademark or enter into any agreement, including, without limitation, any license agreement, which is inconsistent with Borrower's obligations under this Security Agreement if such actions would materially adversely affect the fair market value of the Collateral or the benefits of this Security Agreement granted to Lender including, without limitation, the priority or perfection of the security interest granted herein or the remedies of Lender hereunder, and Borrower further agrees that it will not knowingly take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Lender under this Security Agreement and any such agreement or action if it shall take place shall be null and void and of no effect whatsoever.

3. New Trademarks. Borrower represents and warrants that the Trademarks listed on Annex A and the license agreements listed on Annex B constitute all of the Trademarks and applications now owned by or licensed to or by Borrower for which registrations have been issued or applied for in the United States Trademarks Office or the equivalent governmental authority in Canada. If, before the Obligations have been satisfied in full and the Loan and Security Agreement terminated, Borrower shall (i) obtain rights to any new trademarks, trademark registrations or applications or trade names used in the United States or Canada or any state, territory, province or possession of the United States or Canada, or (ii) become entitled to the benefit of any trademark application, trademark, trademark registration or trade name used in the United States or Canada or any state, territory, province or possession of the United States or Canada, the provisions of Section 1 above shall automatically apply thereto and Borrower shall give to Lender prompt written notice thereof. Borrower hereby authorizes Lender to modify this Security Agreement by amending Annex A and Annex B to include any future trademarks, trademark registrations, trademark applications, trade names and license agreements which are Trademarks, as applicable, under Section 1 above or under this Section 3.

4. Additional Representations and Warranties. Borrower hereby represents, warrants, covenants and agrees that:

(a) Except as otherwise provided herein or in the Loan and Security Agreement, including, without limitation, dispositions of Collateral in connection with dispositions of assets permitted under the Loan and Security Agreement, it is and will continue to be the owner of all right, title and interest in the Collateral so long as the Trademarks shall continue in force, free from any lien or security interest in favor of any Person except for the security interest granted to Lender.

(b) It has the full right and power to grant the security interest in the Collateral made hereby.

(c) It has made no previous assignment, transfer or agreements in conflict herewith or constituting a present or future assignment, transfer, or encumbrance on any of the Collateral except for license agreements to use such Copyrights granted to licensees described on Annex B hereto.

(d) There is no financing statement or other document or instrument now signed or on file in any public office covering any part of the Collateral, except those showing Lender as secured party, and so long as any Obligations remain outstanding under the Loan and Security Agreement or the Loan and Security Agreement has not terminated, it will not execute, and there will not be on file in any public office, any such financing statement or other document or instruments, except financing statements on file or to be filed in favor of Lender.

(e) Subject to any limitation stated therein or in connection therewith, all information furnished to Lender concerning the Collateral and proceeds thereof, for the purpose of obtaining credit or an extension of credit, is, or will be at the time the same is furnished, accurate and correct in all material respects.

(f) Except as disclosed in Schedule 7.9 of the Loan Agreement, to the best of Borrower's knowledge and belief after due inquiry, no material infringement or unauthorized use presently is being made of any of the Trademarks which would materially adversely affect the fair market value of the Collateral or the benefits of this Security Agreement granted to Lender including, without limitation, the priority or perfection of the security interest granted herein or the remedies of Lender hereunder.

5. Royalties; Terms. Borrower hereby agrees that any rights granted hereunder to use by Lender and its successors, transferees and assigns with respect to all Collateral as described above shall be exercisable in any country where the Borrower does business as referenced on Annex A and B and without any liability for royalties or other related charges from Lender to Borrower. The term of the assignments of security interest granted herein shall extend until the earlier of (i) the expiration or termination of each of the Trademarks assigned hereunder or (ii) all Obligations have been paid in full and the Loan and Security Agreement has been terminated.

6. Lender's Right to Inspect. Lender shall have the right, at any time and from time to time, to inspect Borrower's premises and to examine Borrower's books, records and operations. Borrower agrees not to sell or assign its interest in, or grant any license under, any of the Collateral without the prior written consent of Lender. Unless Lender determines that to do so would be adverse to its interests, Lender will give Borrower reasonable advance notice and make any inspections during Borrower's normal business hours.

7. Release of Security Interest.

(a) This Security Agreement is made for collateral purposes only. Upon payment in full of all Obligations and termination of the Loan and Security Agreement, Lender shall, at Borrower's sole cost and expense, execute and deliver to Borrower all termination statements, assignments and other instruments as may be necessary or proper to re-vest in Borrower full title to the Collateral granted hereby, subject to any disposition thereof which may have been made by Lender pursuant hereto or pursuant to the Loan and Security Agreement.

(b) Upon any sale, assignment, lease or other disposition of all or any part of the Collateral permitted by the Loan and Security Agreement or in connection with the sale, assignment, lease or other disposition of assets permitted by the Loan and Security Agreement, with application of the proceeds thereof made in accordance with the Loan and Security Agreement, Lender acknowledges and agrees that the security interest in the Collateral granted hereby shall be released and that it shall execute and deliver to Borrower all termination statements, assignments and other documents and instruments as may be necessary or desirable to fully release the security interest in such Collateral granted hereby.

8. Duties of Borrower. Borrower shall have the duty (i) to prosecute diligently, using its reasonable business judgment, any trademark application that is part of the Trademarks pending as of the date hereof or thereafter until all Obligations shall have been paid in full and the Loan and Security Agreement shall have been terminated, (ii) to make application on Trademarks, as appropriate, and (iii) to preserve and maintain all rights in trademark applications, trademarks, trade names, interest under trademark license agreements and trademark registrations that are part of the Trademarks the fair market value of the Collateral or the benefits of this Security Agreement granted to Lender including, without limitation, the priority or perfection of the security interest granted herein or the remedies of Lender hereunder. Any expenses incurred in connection with such applications shall be borne by Borrower. Borrower agrees to retain an experienced trademark attorney approved by Lender for the filing and prosecution of all such applications and other proceedings. Borrower shall not abandon any right to file a trademark application or any pending trademark application without the consent of Lender.

If Borrower fails to comply with any of the foregoing duties, Lender may do so in Borrower's name to the extent permitted by law, but at Borrower's expense, and Borrower hereby agrees to reimburse Lender in full for all expenses, including the reasonable fees and disbursements of counsel incurred by Lender in protecting, defending and maintaining the Collateral.

In the event that Borrower shall fail to pay when due any fees required to be paid by it hereunder, or shall fail to discharge any lien or security interest prohibited hereby, or shall fail to comply with any other duty hereunder, Lender may, but shall not be required to, pay, satisfy, discharge or bond the same for the account of Borrower, and all moneys so paid out shall be Obligations of Borrower repayable on demand, together with interest at the rate of interest applicable to Loans under the Loan and Security Agreement.

9. Right to Sue. Upon the occurrence and during the continuance of an Event of Default, Lender and its successors, transferees and assigns and shall have the right, but shall in

no way be obligated, to bring suit in its or their own name to enforce the Trademarks, and any licenses thereunder, and, if Lender or any such other party shall commence any such suit, Borrower shall, at the request of Lender or such other party, do any and all lawful acts and execute any and all proper documents required by Lender or such other party in aid of such enforcement and Borrower shall promptly, upon demand, reimburse and indemnify Lender or such other party for all costs and expenses incurred by Lender or such other party in the exercise of its or their rights under this paragraph 9.

10. Waivers. No course of dealing among Borrower and Lender or any of their respective successors, transferees and assigns, nor any failure to exercise, nor any delay in exercising, on the part of Lender or any such other party, any right, power or privilege hereunder or under the Loan and Security 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.

11. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

12. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 3 hereof or by a writing signed by the parties hereto.

13. Cumulative Remedies; Power of Attorney; Effect on Loan and Security Agreement. All of the rights and remedies of Lender and its successors, transferees and assigns with respect to the Collateral, whether established hereby or by the Loan and Security Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby authorizes Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power (i) at any time after the occurrence of an Event of Default, to endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Collateral, or to grant or issue any exclusive or non-exclusive license under the Collateral to anyone, or to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to anyone free and clear of any encumbrance upon title thereof created after the date of this Security Agreement, and (ii) at any time, after the occurrence of an Event of Default, to take any other actions with respect to the Collateral as Lender reasonably deems in its best interests. Lender hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until all Obligations shall have been paid in full and the Loan and Security Agreement has been terminated. Borrower acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender or its successors, transferees and assigns under the Loan and Security Agreement but rather is intended to facilitate the exercise of such rights and remedies. Lender and such other parties shall have, in addition to all other rights and remedies given it or them by the terms of this Security Agreement, all rights and remedies allowed by law and the rights and remedies of a

secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located. Recourse to security will not be required at any time.

14. Care of Collateral. Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if it takes such action for that purpose as Borrower shall request in writing, but failure of Lender to comply with any such request shall not of itself be deemed a failure to exercise reasonable care, and no failure of Lender to preserve or protect any rights with respect to the Collateral against prior parties, or to do any act with respect to preservation of the Collateral not so requested by Borrower shall be deemed a failure to exercise reasonable care in the custody or preservation of the Collateral.

15. Certain Rights Regarding Collateral and Obligations. Lender may at any time, after the occurrence of an Event of Default, whether before or after any of the Obligations shall become due and payable, without notice to Borrower, take all or any of the following actions: (a) transfer all or any part of the Collateral into the name of Lender or its nominee, with or without disclosing that such Collateral is subject to the lien and security interest hereunder, (b) notify the parties obligated on any of the Collateral to make payment to Lender of any amounts due or to become due hereunder, (c) enforce collection of any of the Collateral by suit or otherwise, and surrender, release or exchange all or any part thereof, or compromise or extend or renew for any period (whether or not longer than the original period) any obligations of any nature of any party with respect thereto and (d) take control of any proceeds of the Collateral. Lender may, furthermore, from time to time, whether before or after any of the Obligations shall become due and payable, without notice to Borrower, take all or any of the following actions: (a) retain or obtain a security interest in any property, in addition to the Collateral, to secure any of the Obligations, (b) retain or obtain the primary or secondary liability of any party or parties, in addition to Borrower with respect to any of the Obligations, (c) extend or renew for any period (whether or not longer than the original period) or exchange any of the Obligations or release or compromise any obligation of any nature of any party with respect thereto, (d) upon the occurrence of an Event of Default, surrender, release or exchange all or any part of any property, in addition to the Collateral, securing any of the Obligations, or compromise or extend or renew for any period (whether or not longer than the original period) any obligations of any nature of any party with respect to any such property, and (e) upon the occurrence of an Event of Default, resort to the Collateral for payment of any of the Obligations whether or not it shall have resorted to any other property securing the Obligations or shall have proceeded against any party primarily or secondarily liable on any of the Obligations.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon Borrower and its respective successors and assigns, and shall inure to the benefit of Lender and its respective successors, transferees and assigns.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, except to the extent that the validity or perfection of the security interest hereunder, or remedies hereunder, in respect of any of the Trademarks, are governed by the laws of a jurisdiction other than the State of Illinois. Unless otherwise defined herein or in the Loan and Security Agreement, terms used in Article 9 of the Uniform Commercial Code as enacted in the State of Illinois are used herein as therein defined.


18. Notice. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon either of the parties by the other, or whenever either of the parties desires to give or serve upon the other any communication with respect to this Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be delivered in accordance with the provisions of the Loan and Security Agreement.

19. Consent to Jurisdiction. To induce Lender to accept this Agreement, Borrower, irrevocably, agrees that, subject to Lender's sole and absolute election, ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT, ARISING OUT OF OR FROM OR RELATED TO THIS AGREEMENT, OR THE COLLATERAL SHALL BE LITIGATED IN COURTS HAVING SITUS WITHIN THE CITY OF CHICAGO, STATE OF ILLINOIS. BORROWER HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURTS LOCATED WITHIN SAID CITY AND STATE AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS BE MADE BY REGISTERED MAIL DIRECTED TO BORROWER AT THE ADDRESS STATED ON THE SIGNATURE PAGE HEREOF AND SERVICE SO MADE SHALL BE DEEMED TO BE COMPLETED UPON ACTUAL RECEIPT THEREOF.


[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Security Agreement as of the day first above written.

NORTHSTAR AEROSPACE (USA) INC.

By: 
Name: Alan Gatlin
Title: Vice President

LASALLE BANK NATIONAL ASSOCIATION

By: 
Name: BRIAN GREENBLATT
Title: SR. VICE PRESIDENT

ANNEX A
to
Trademark Security Agreement
Dated as of May 27, 2004

U.S. Trademarks and Tradenames

1. TRADEMARK: Northstar Aerospace
REGISTRANT: Northstar Aerospace (USA) Inc.
REG. NO.: (US) 76/417,951
REG. DATE: Pending
TERM: N/A
COUNTRY: USA

2. TRADEMARK: Northstar Aerospace
REGISTRANT: Northstar Aerospace (USA) Inc.
REG. NO.: 76/417,951
REG. DATE: Pending
TERM: N/A
COUNTRY: USA

ANNEX B
to
Trademark Security Agreement
Dated as of May 27, 2004

Trademark License Agreement

<u>Name/Address</u>	<u>Description of License Agreement</u>	<u>Licensee under Agreement</u>
	None.	