

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aircraft Braking Systems Corporation		11/18/2004	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Lehman Commercial Paper Inc., as Administrative Agent		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1660739	ABSC	
Registration Number:	2285060	GY	
Registration Number:	2792289	NUCARB	
Registration Number:	2792335	NUCARB	
Serial Number:	76533212	INSTITUTE OF AEROSPACE EXCELLENCE	
Serial Number:	76533203	LOOK FORWARD	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(212) 455-2254		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Robyn Rahbar, Esq		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		

TRADEMARK

900018859

REEL: 003019 FRAME: 0638

OP \$165.00 1660739

NAME OF SUBMITTER:	Robyn Rahbar
Signature:	/rr/
Date:	02/01/2005
Total Attachments: 7 source=ABSCT_Sl#page1.tif source=ABSCT_Sl#page2.tif source=ABSCT_Sl#page3.tif source=ABSCT_Sl#page4.tif source=ABSCT_Sl#page5.tif source=ABSCT_Sl#page6.tif source=ABSCT_Sl#page7.tif	

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of November 18, 2004, is made by AIRCRAFT BRAKING SYSTEMS CORPORATION, a New York corporation (the "Grantor"), in favor of LEHMAN COMMERCIAL PAPER INC., a New York corporation, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of November 16, 2004 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among K&F INTERMEDIATE HOLDCO, INC., a Delaware corporation ("Holdings"), K&F ACQUISITION, INC., a Delaware corporation (the "Borrower"), the Lenders, the Agent, LEHMAN BROTHERS INC. and J.P. MORGAN SECURITIES INC., as joint lead arrangers and joint bookrunners (in such capacity, the "Arrangers"), J.P. MORGAN SECURITIES INC., as syndication agent (in such capacity, the "Syndication Agent"), and GOLDMAN SACHS CREDIT PARTNERS L.P. and CITIGROUP GLOBAL MARKETS INC., as co-documentation agents (in such capacity, the "Co-Documentation Agents").

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor and certain other subsidiaries of the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of November 18, 2004, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

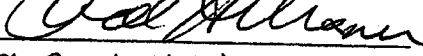
SECTION 3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

AIRCRAFT BRAKING SYSTEMS CORPORATION

By: 
Name: Ronald H. Kiser
Title: Secretary

LEHMAN COMMERCIAL PAPER INC.
as Administrative Agent for the Lenders

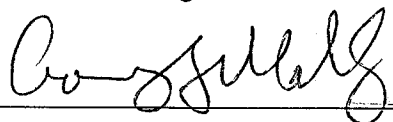
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

AIRCRAFT BRAKING SYSTEMS CORPORATION

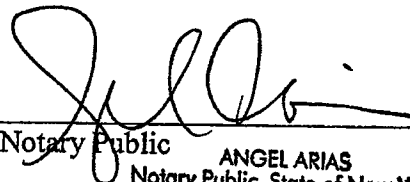
By: _____
Name:
Title:

LEHMAN COMMERCIAL PAPER INC.
as Administrative Agent for the Lenders

By: 
Name:
Title: **Craig Malloy**
Authorized Signatory

STATE OF New York)
COUNTY OF New York) ss

On the 17th day of November, 2004, before me personally came Ronald H. Kisner, who is personally known to me to be the Secretary of Aircraft Braking Systems Corporation, a New York corporation; who, being duly sworn, did depose and say that she/he is the Secretary in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public ANGEL ARIAS
Notary Public, State of New York
No. 01AR5040048
Qualified in Queens County
Certificate Filed in New York County
Commission Expires March 6, 2007
(PLACE STAMP AND SEAL ABOVE)

STATE OF **NEW YORK**)
COUNTY OF **NEW YORK**) ss

On the ____ day of November, 2004, before me personally came **GRACE MALLOY**, who is personally known to me to be the Authorized Signatory of Lehman Commercial Paper Inc., a New York corporation; who, being duly sworn, did depose and say that she/he is the Authorized Signatory in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Nelvadia Hatcher
Notary Public

(PLACE STAMP AND SEAL ABOVE)

NELVADIA HATCHER
Notary Public, State of New York
Registration # 01HA6082085
Qualified in Kings County
Commission Expires October 21, 20 06

SCHEDULE A

U.S Trademark Registrations

Country	Mark	Application/ Registration Number	Filing/ Registration Date	Owner	Status
US	ABSC	1,660,739	10/15/1991	Aircraft Braking Systems Corporation	Registered
US	GY	2,285,060	10/12/1999	Aircraft Braking Systems Corporation	Registered
US	NUCARB	2,792,289	12/9/2003	Aircraft Braking Systems Corporation	Registered ITU
US	NUCARB & DESIGN	2,792,335	12/3/2003	Aircraft Braking Systems Corporation	Registered ITU
US	INSTITUTE OF AEROSPACE EXCELLENCE and Design	76/533,212	ITU 7/28/2003	Aircraft Braking Systems Corporation	Final Refusal Mailed
US	LOOK FORWARD	76/533,203	ITU 7/28/2003	Aircraft Braking Systems Corporation	Pending (pub./regist. review complete)

Foreign Trademark Registrations

EU CTM	ABSC	2225837	5/26/2004	Aircraft Braking System Corporation	Registered
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