

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kellstrom Industries, Inc.		07/17/2002	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Kellstrom Aerospace, LLC		
Street Address:	3701 Flamingo Road		
Internal Address:	Attn: Chief Financial Officer		
City:	Miramar		
State/Country:	FLORIDA		
Postal Code:	33027		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2461752		
Registration Number:	2552942		
Serial Number:	76090325	ODYSSEY	
CORRESPONDENCE DATA			
Fax Number:	(404)572-5149		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404.572.2461		
Email:	dcorey@kslaw.com		
Correspondent Name:	King & Spalding LLP		
Address Line 1:	191 Peachtree Street		
Address Line 2:	Attn: Deborah Corey		
Address Line 4:	Atlanta, GEORGIA 30303		
NAME OF SUBMITTER:	Deborah Corey		
Signature:	/Deborah Corey/		

CH \$90.00 2461752

Date:

02/14/2005

Total Attachments: 2

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ASSIGNMENT OF U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

WHEREAS, Kellstrom Industries, Inc., a Delaware corporation, located and doing business at 3701 Flamingo Road, Miramar, Florida 33027, (hereinafter "ASSIGNOR"), previously conveyed all of its right, title and interest in and to the trademarks listed in Appendix A (hereinafter "Trademarks") pursuant to that certain Asset Sale Agreement dated February 20, 2002, as amended, among Assignor, Assignee (as defined below) and the Subsidiary Sellers (the "Agreement"), and is the present registrant of the registration or application of such Trademarks;

WHEREAS, Kellstrom Aerospace, LLC, a Delaware limited liability company (assignee of KIAC, Inc., a Delaware corporation), located and doing business at 3701 Flamingo Road, Miramar, Florida 33027, (hereinafter "ASSIGNEE"), is desirous of perfecting its interest in the Trademarks by recording its ownership of the Trademarks and the registration or application of the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, ASSIGNOR hereby confirms the sale, assignment, transfer and conveyance unto ASSIGNEE all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks. Capitalized terms used but not otherwise defined herein shall have the same meanings ascribed thereto in the Agreement.

IN TESTIMONY WHEREOF, ASSIGNOR has executed this Assignment by and through a duly authorized officer on the date below.

KELLSTROM INDUSTRIES, INC.



Zivi R. Nedivi, President

Dated: July 17, 2002

APPENDIX A

U.S. TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Miscellaneous Design	2,461,752	June 19, 2001
Miscellaneous Design	2,552,942	March 26, 2002

U.S. TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Serial Number</u>	<u>Filing Date</u>
ODYSSEY	76090325	July 17, 2000