

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
Kellstrom Aerospace, LLC		02/15/2005	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ING Capital LLC		
Street Address:	200 Galleria Parkway, Suite 950		
Internal Address:	Attn: Managing Director		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2461752		
Registration Number:	2552942		
Serial Number:	76090325	ODYSSEY	
Serial Number:	78197443	KELLSTROM INDUSTRIES	
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		

CH \$115.00 2461752

Signature:	/Deborah Corey/
Date:	02/17/2005
Total Attachments: 5 source=TdmkAgmt-Kellstrom#page1.tif source=TdmkAgmt-Kellstrom#page2.tif source=TdmkAgmt-Kellstrom#page3.tif source=TdmkAgmt-Kellstrom#page5.tif source=TdmkAgmt-Kellstrom#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 15, 2005, is made by the undersigned (the "Company") to and in favor of ING CAPITAL LLC ("Agent"), pursuant to the Credit Agreement, dated as of February 15, 2005, among the Company, as a Borrower thereunder, any other Borrower party thereto, Agent and the lenders thereunder (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein and not defined shall have the meanings ascribed to them in the Credit Agreement).

WITNESSETH:

RECITALS.

A. The Company owns certain Trademarks (as hereinafter defined) which are registered in, or applications for registration of which have been filed in, the United States Patent and Trademark Office, all as more fully described on Schedule I attached hereto and by reference made part hereof; and

B. The Lenders propose to make certain loans to the Company pursuant to the Credit Agreement; and

C. Pursuant to the Security Agreement, the Company has assigned, conveyed, mortgaged, pledged, and hypothecated to the Agent, for its benefit and the ratable benefit of the Lenders, all of its right, title and interest in and to, and granted to the Agent, for its benefit and the ratable benefit of the Lenders, a security interest in, the property described therein, including, without limitation, all of the Company's Trademarks, whether presently existing or hereafter acquired or arising, or in which the Company now has or hereafter acquires rights and wherever located, and all products and proceeds any of the foregoing, as security for all of the Obligations; and

D. As a condition precedent to the extension of such financial accommodations pursuant to the Credit Agreement and in furtherance of the Security Agreement, including, without limitation, for purposes of perfecting the security interests granted therein, the Agent has required that the Company grant to the Agent, for its benefit and the ratable benefit of the Lenders, a security interest in and a collateral assignment of the Property (as hereinafter defined);

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following term shall have the meaning herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

“Trademarks” means all of the following: (i) all trademarks and service marks, all registrations and recordings thereof, and all applications for trademarks and service marks, including, without limitation registrations, recordings and applications in the office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including, without limitation, those referred to in Schedule I attached hereto, and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

2. As security for the payment and performance of the Obligations, the Company hereby grants and conveys a security interest to the Agent, for its benefit and the ratable benefit of the Lenders, in, and collaterally assigns to the Agent, for its benefit and the ratable benefit of the Lenders, all of the Company’s right, title and interest in, to and under the following (collectively, the “Property”): (a) each Trademark now or hereafter owned by the Company or in which the Company now has or hereafter acquires rights and wherever located, including, without limitation, each Trademark referred to in Schedule I hereto and any renewals of registrations thereof; (b) the goodwill of the Company symbolized by the Trademarks; and (c) all products and proceeds of the foregoing, including, without limitation, any claim by the Company against third parties for past, present or future infringement of any Trademark.

Notwithstanding the foregoing or anything else in this Agreement to the contrary, unless and until the occurrence of, and during the continuance of, an Event of Default, and the exercise by the Agent during such time of the rights and remedies accorded to it under the Security Agreement and by law with respect to the realization upon its security interest in and collateral assignment of the Property, the Agent hereby grants to the Company the exclusive, nontransferable, worldwide, royalty-free right and license under the Property for the Company’s own benefit and account, so that the Company may use and enjoy the Property and exercise rights and remedies with respect to the Property. The Company agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to the Company in this paragraph, except that the Company may sublicense the Property in the ordinary course of the Company’s business but only in a manner consistent with the preservation of the current substance, validity, registration and the security interest and collateral assignment herein granted in such Property. Such license granted under this paragraph to the Company will continue in effect until the Agent shall have, in the proper exercise of the rights and remedies accorded to it under the Security Agreement and by law with respect to the realization upon its security interest in and collateral assignment of the Property, terminated the license granted under this paragraph to the Company, which the Agent shall not have the right to do until the occurrence of, and during the continuance of, an Event of Default.

3. The Agent shall be accountable for amounts that it actually receives as a result of the exercise of all powers granted pursuant to this Agreement in the manner contemplated by this Section 3 and agrees to exercise such rights solely for the purposes, directly or indirectly, of satisfying the Obligations. The proceeds of any sale of, or other realization upon, all or any part of the Property of the Company by the Agent shall be applied by the Agent in the manner provided in Section 7.4 of the Credit Agreement. The Agent may make distributions hereunder in cash or in kind or, on a ratable basis, in any combination thereof.

4. This Agreement shall terminate automatically upon the repayment in full of all non-contingent Obligations and the termination of the Commitments. Upon such termination of this Agreement, the security interest granted hereby shall terminate and all rights to the Property shall revert to the Company. At any time and from time to time prior to such termination, the Agent may terminate its security interest in or reconvey to the Company any rights with respect to any or all of the Property. From and after the termination of this Agreement and following a request from the Company, the Agent shall, at the expense of the Company, execute and deliver to the Company all deeds, assignments and other instruments as may be necessary or proper in reasonable judgment of the Company in order to evidence such termination, subject to any disposition of the Property which may have been made by the Agent pursuant hereto or pursuant to the Security Agreement.

5. If at any time before the termination of this Agreement, the Company shall obtain or acquire rights to any new Trademark or other Property (including any Trademark application), the provisions of Section 2 shall automatically apply thereto and the Company shall comply with the terms of the Security Agreement with respect to such new Trademark. The Company authorizes the Agent to modify this Agreement by amending Schedule I to include any future Trademarks (and Trademark applications) covered by section 2 or by this Section 5.

6. The Company further agrees that (a) the Agent shall not have any obligation or responsibility to protect or defend the Property, and the Company shall, at its own expense, protect, defend and maintain the same in accordance with the terms and conditions set forth in the Security Agreement, (b) the Company shall forthwith advise the Agent promptly in writing upon detection of material infringements of any of the material Property being used by the Company's business and (c) if the Company fails to comply with the requirements of the preceding clause (a) the Agent may do so in the Company's name or in its own name, but in any case at the Company's expense, and the Company hereby agrees to reimburse the Agent for all expenses, including attorneys' fees, incurred by the Agent in protecting, defending and maintaining the Property.

7. This Agreement, together with the other Loan Documents, constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be amended except by a writing signed by the Company and the Agent, as provided in Section 9.1 of the Credit Agreement.

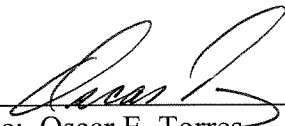
8. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NONPERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK.

* * * * *

IN WITNESS WHEREOF, the Company has caused this Agreement to be duly executed by its duly authorized officers as of the date first above written.

“COMPANY”

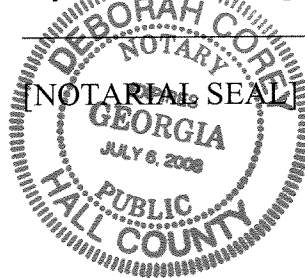
KELLSTROM AEROSPACE, LLC

By: 
Name: Oscar E. Torres
Title: Chief Financial Officer

On February 15, 2005, before me personally came Oscar E. Torres, to me personally known and known to me to be the person described in and who executed the foregoing instrument as the Chief Financial Officer of Kellstrom Aerospace, LLC, who being by me duly sworn, did depose and say that he (she) is the Chief Financial Officer of said company and which executed the foregoing instrument; that the said instrument was signed on behalf of said company by order of its board of directors (or other governing body); that he (she) signed his (her) name thereto by like order; and that he (she) acknowledged said instrument to be the free act and deed of said company.


Notary Public

My Commission Expires: _____



SCHEDULE I
REGISTERED U.S. TRADEMARKS

<u>DESCRIPTION</u>	<u>NUMBER</u>	<u>DATE</u>
Trademark	Registration No.	Registration Date
Miscellaneous Design	2,461,752	6/19/2001
Miscellaneous Design	2,552,942	3/26/2002
Trademark	Serial Number	Transfer Date
Odyssey	76/090325	7/17/2002
Service Mark	Serial Number	Transfer Date
Kellstrom Industries™	78/197443	7/17/2002

PENDING U.S. TRADEMARK APPLICATIONS

<u>DESCRIPTION</u>	<u>APPLICATION NO.</u>	<u>FILING DATE</u>
None		