

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Avionic Instruments Inc.		09/26/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse, as Collateral Agent		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	74705510	AEROSPACE FOR INDUSTRY	
CORRESPONDENCE DATA			
Fax Number:	(866)459-2899		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	202-783-2700		
Email:	pagodoa@federalresearch.com		
Correspondent Name:	CBCInnovis dba Federal Research		
Address Line 1:	1030 Fifteenth Street, NW, Suite 920		
Address Line 2:	attn: Penelope J.A. Agodoa		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	341785		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		
Signature:	/pja/		
Date:	10/05/2005		

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TRADEMARK
REEL: 003170 FRAME: 0879

Total Attachments: 7

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

AVIONIC INSTRUMENTS INC.

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

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

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

Execution Date: 9/26/2005

2. Name and address of receiving party(ies)

Name: CREDIT SUISSE, AS COLLATERAL AGENT

Internal

Address: _____

Street Address: 11 MADISON AVENUE

City: NEW YORK State: NY Zip: 10010

☐ Individual(s) citizenship _____☐ Association _____☐ General Partnership _____☐ Limited Partnership _____☐ Corporation-State _____☒ Other BANKIf assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
SEE ATTACHED.B. Trademark Registration No.(s)
SEE ATTACHED.Additional number(s) attached ☒ Yes ☐ No

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

Name: Penelope Agodoa

Internal Address: Federal Research Corporation

Street Address: 1030 15th Street, NW

Suite 920

City: Washington

State: DC

Zip: 20005

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41).....\$ _____

☐ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

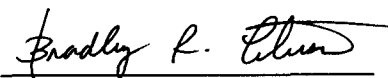
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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Bradley R. Petersen

Name of Person Signing



Signature

October 4, 2005

Date

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

7

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 003170 FRAME: 0881

**SCHEDULE I
TO
SUBSIDIARY TRADEMARK SECURITY AGREEMENT**

U.S. Trademark Registrations

<u>Trademark</u>	<u>Registration Number</u>
AEROSPACE FOR INDUSTRY	74705510

SUBSIDIARY TRADEMARK SECURITY AGREEMENT (this "***Agreement***") dated as of September 26, 2005, between AVIONIC INSTRUMENTS INC., a Delaware corporation (the "***Subsidiary Grantor***") and CREDIT SUISSE (formerly known as Credit Suisse First Boston and referred to herein as "***Credit Suisse***") as collateral agent (in such capacity, the "***Collateral Agent***").

PRELIMINARY STATEMENT

Reference is made to the Guarantee and Collateral Agreement dated as of July 22, 2003, as reaffirmed pursuant to the Amendment Agreement dated as of April 1, 2004, and as supplemented by Supplement No. 1 to Guarantee and Collateral Agreement dated as of October 13, 2003 and Supplement No. 2 to Guarantee and Collateral Agreement dated as of February 10, 2005 (as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "***Guarantee and Collateral Agreement***"), among TransDigm Inc. (as successor to TD Funding Corporation) (the "***Borrower***"), TransDigm Holding Company (as successor to TD Acquisition Corporation) ("***Holdings***"), the subsidiaries of the Borrower identified therein and the Collateral Agent. The Lenders have agreed to make Loans and the Issuing Bank has agreed to issue Letters of Credit, in each case subject to the terms and conditions set forth in the Credit Agreement dated as of July 22, 2003, as amended and restated pursuant to the Amendment Agreement dated as of April 1, 2004 (as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "***Credit Agreement***"), among the Borrower, Holdings, the lenders named therein and Credit Suisse, as administrative agent and as the Collateral Agent. The Subsidiary Grantor is executing this Agreement in accordance with the requirements of the Credit Agreement to become a Subsidiary Guarantor and a Grantor under the Guarantee and Collateral Agreement in order to induce the Lenders to make additional Loans and the Issuing Bank to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. The Subsidiary Grantor is an affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to continue to make additional Loans and the Issuing Bank to issue additional Letters of Credit.

Accordingly, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Subsidiary Grantor hereby agrees as follows:

SECTION 1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable.

SECTION 2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. The Subsidiary Grantor hereby assigns and pledges to the Collateral Agent (and its successors and assigns), for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent (and its successors and assigns), for the ratable benefit of Secured Parties, a continuing security interest in all of the Subsidiary Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "***Trademark Collateral***"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all products and proceeds of the foregoing, including, without limitation, any claim by the Subsidiary Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark License.

SECTION 3. GUARANTEE AND COLLATERAL AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Collateral Agent (and its successors and assigns), for the ratable benefit of Secured Parties, pursuant to the Guarantee and Collateral Agreement. The Subsidiary Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, the Subsidiary Grantor has caused this Subsidiary Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AVIONIC INSTRUMENTS INC.

by

Gregory Evans
Name: Gregory Evans
Title: Treasurer - Asst. Secretary

ACCEPTED AND ACKNOWLEDGED BY:

CREDIT SUISSE FIRST BOSTON, acting
through its Cayman Islands Branch, as
Collateral Agent,

By

Name:
Title:

By

Name:
Title:

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IN WITNESS WHEREOF, the Subsidiary Grantor has caused this Subsidiary Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AVIONIC INSTRUMENTS INC.,

by

Name:

Title:

ACCEPTED AND ACKNOWLEDGED BY:

CREDIT SUISSE, CAYMAN ISLANDS
BRANCH (formerly known as Credit Suisse
First Boston, acting through its Cayman
Islands Branch), as Collateral Agent,

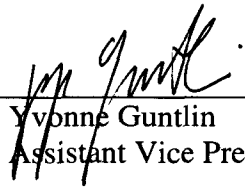
By



Name: Karl Studer

Title: Director

By



Name: Yvonne Guntlin

Title: Assistant Vice President

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