

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Intellectual Property Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Eclipse Aviation Corporation		03/17/2006	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

Name:	ABN AMRO Capital (USA) Inc.
Street Address:	208 S. LaSalle
Internal Address:	Suite 1000
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60604
Entity Type:	CORPORATION: DELAWARE

## PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	75899693	ECLIPSE
Serial Number:	75899690	ECLIPSE AIRCRAFT
Serial Number:	75899684	ECLIPSE JET
Serial Number:	75899691	ECLIPSE PERSONAL JET
Serial Number:	75909091	ECLIPSE AVIATION
Serial Number:	76045566	ECLIPSE 500
Serial Number:	76045567	ECLIPSE 500 JET
Serial Number:	78669039	JETCOMPLETE
Serial Number:	78635580	PHOSTREX
Registration Number:	2992733	

## CORRESPONDENCE DATA

Fax Number: (310)203-7199

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

TRADEMARK

REEL: 003283 FRAME: 0446

900045962

CH \$265.00 75899693

Phone: (310) 277-1010  
Email: mcohen@irell.com  
Correspondent Name: Jane Shay Wald, Esq.  
Address Line 1: 1800 Avenue of the Stars  
Address Line 2: Suite 900  
Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	154494-0037-KEND
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NAME OF SUBMITTER:	Jane Shay Wald
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Signature:	/janeshaywald/
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Date:	04/05/2006
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Total Attachments: 2 source=IP Security Agt#page1.tif source=IP Security Agt#page2.tif
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 17, 2006 by and between ABN AMRO CAPITAL (USA) INC. ("Secured Party") and ECLIPSE AVIATION CORPORATION, a Delaware corporation ("Borrower").

### RECITALS

Secured Party and Borrower are parties to each of: (1) that certain Loan and Security Agreement dated as of September 30, 2004 by and among Borrower, Secured Party as a "Lender," Sand Hill Venture Debt III, LLC as "Agent" and a "Lender" and each of the other "Lenders" from time to time party thereto, (2) that certain Loan and Security Agreement dated as of August 12, 2005 by and among Borrower, Secured Party and each of the other "Lenders" from time to time party thereto (3) that certain Loan and Security Agreement dated as of February 17, 2006 by and among Borrower, Secured Party and each of the other "Lenders" from time to time party thereto, and (4) each other loan, credit or similar agreement or document pursuant to which Secured Party, alone or in conjunction with others, has made any loans or other financial accommodations to Borrower (collectively, as each of the foregoing may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreements"). Capitalized terms used herein have the meaning assigned in the Loan Agreements. Pursuant to the terms of the Loan Agreements, Borrower has granted to Secured Party security interest in the Collateral.

NOW, THEREFORE, Borrower agrees as follows:

### AGREEMENT

To secure performance of its obligations under the Loan Agreements, Borrower grants to Secured Party a security interest in all of Borrower's "Collateral" (as such term is defined in each of the Loan Agreements), including without limitation, all of Borrower's right, title and interest in Borrower's intellectual property. Without limiting the generality of the foregoing, "Collateral" expressly includes those trademarks and trademark applications listed on Schedule A hereto, and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits). This security interest is granted in conjunction with the security interest granted to Secured Party under the Loan Agreements and is not intended to limit Secured Party's rights and remedies thereunder. Each right, power and remedy of Secured Party provided for herein shall not preclude the simultaneous or later exercise by Secured Party of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Borrower:

2503 Clark Carr Loop SE  
Albuquerque, NM 87106  
Attn: Chief Financial Officer

ECLIPSE AVIATION CORPORATION

By: [Signature]

Title: Vice President Investor Relations

Address of Secured Party:

ABN AMRO CAPITAL (USA) INC.

By: [Signature]

Title: Treasurer

**Schedule A**

**BORROWER:** ECLIPSE AVIATION CORPORATION, a Delaware corporation

**U.S. TRADEMARK REGISTRATIONS**

<b>Registration Numbers</b>	<b>Trademark</b>
2,992,733	DESIGN ONLY (Airplane Design)

**PENDING U.S. TRADEMARK APPLICATIONS**

<b>Application Serial Numbers</b>	<b>Trademark</b>
75/899,693	ECLIPSE
75/899,690	ECLIPSE AIRCRAFT
75/899,684	ECLIPSE JET
75/899,691	ECLIPSE PERSONAL JET
75/909,091	ECLIPSE AVIATION
76/045,566	ECLIPSE 500
76/045,567	ECLIPSE 500 JET
78/669,039	JETCOMPLETE
78/635,580	PHOSTREX