TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PNC Bank		103/29/2006	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Superior Air Parts, Inc.
Street Address:	621 South Royal Lane
Internal Address:	Suite 100
City:	Coppell
State/Country:	TEXAS
Postal Code:	75019-3805
Entity Type:	CORPORATION: TEXAS

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2557879	CERTIFIED MILLENNIUM PRE-OWNED ENGINE
Registration Number:	2509031	M MILLENNIUM ENGINE
Registration Number:	1844117	MILLENNIUM CYLINDERS
Registration Number:	1844116	MILLENNIUM CYLINDERS
Registration Number:	2509391	MILLENNIUM ENGINE
Registration Number:	2424729	RIO
Registration Number:	2467822	RIO
Registration Number:	1712564	SPIRITAIR
Registration Number:	2059326	STELLAR
Registration Number:	2028983	STRATUS

CORRESPONDENCE DATA

Fax Number: (312)706-8325

TRADEMARK REEL: 003284 FRAME: 0957

900046176

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

Phone: 312-701-8825

Email: moconnor@mayerbrownrowe.com

Correspondent Name: Margaret O'Connor Address Line 1: P.O. Box 2828

Address Line 4: Chicago, ILLINOIS 60690-2828

ATTORNEY DOCKET NUMBER:	06007050
NAME OF SUBMITTER:	Margaret A. O'Connor
Signature:	/Margaret A. O'Connor/
Date:	04/07/2006

Total Attachments: 3

source=security release#page1.tif source=security release#page2.tif source=security release#page3.tif

> TRADEMARK REEL: 003284 FRAME: 0958

RELEASE OF SECURITY AGREEMENT

THIS RELEASE dated as of March 29, 2006 (this "Release") is made by PNC BANK, NATIONAL ASSOCIATION ("PNC"), a bank, acting in its capacity as agent (the "Former Agent") for each of the Lenders (as defined in the Security Agreement) under that certain Revolving Credit and Security Agreement, dated as of May 31, 2002 and recorded in the records of the United States Patent and Trademark Office, at Reel 002551, Frame 0001 (as amended, supplemented or modified and in effect from time to time, the "Security Agreement"), among SUPERIOR AIR PARTS, INC., a Texas corporation, (the "Borrower") and the Former Agent;

WITNESSETH

WHEREAS, pursuant to the Security Agreement which was recorded in the records of the United States Patent and Trademark Office, the Borrower granted to the Former Agent a security interest in the Collateral (as defined in the Security Agreement), including those set forth on the attached schedules;

WHEREAS, pursuant to that certain Assignment and Assumption Agreement, dated as of February 14, 2006 (the "Assignment Agreement"), by and among the Former Agent as Assignor, the Borrower, and Thielert AG, a stock corporation organized under the laws of the Federal Republic, as Assignee (the "New Agent"), the Former Agent assigned all of its right, title and interest in and to the Security Agreement, the Loan Documents described therein and the Collateral to the New Agent subject to the terms and conditions of the Assignment Agreement; and

WHEREAS, the Former Agent wishes to (i) terminate the Security Agreement (with respect to itself in its capacity as the Former Agent) against the Collateral including those identified in the attached schedules hereto, recorded with the United States Patent and Trademark Office; (ii) release all of its security interest covering the Collateral including those listed in the attached schedules; (iii) restore all right, title and interest in and to the Collateral including those listed in the attached schedules, to Borrower; and (iv) to dissolve any and all liens and encumbrances respecting the Collateral including those listed in the attached schedules.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Former Agent hereby releases its security interest in the Collateral including those set forth on the attached schedules hereto, and discharges, quit claims and relinquishes unto SUPERIOR AIR PARTS, INC., (in each case, without recourse and without any representation or warranty) any and all rights, title and interest it has in and to the Collateral, and the Security Interest granted to Former Agent in the Collateral, including those listed in the attached schedules.

IN WITNESS WHEREOF, the undersigned, by and through its authorized officer, has caused this instrument to be executed on the date first written above.

Dated: 29th day of March, 2006

CHDB04 13308544.2 23-Mar-06 13:18

TRADEMARK
REEL: 003284 FRAME: 0959

PNC BANK, NATIONAL ASSOCIATION,

as Former Agent

Jame: Terrance

Title: Vice President

Schedule A

TRADEMARKS

Mark	Reg. No.
CERTIFIED MILLENNIUM PRE- OWNED ENGINE	2557879
M MILLENNIUM ENGINE	2509031
MILLENNIUM CYLINDERS	1844117
MILLENNIUM CYLINDERS	1844116
MILLENNIUM ENGINE	2509391
RIO	2424729
RIO	2467822
SPIRITAIR	1712564
STELLAR	2059326
STRATUS	2028983

CHDB04 13308544.2 23-Mar-06 13:18

RECORDED: 04/07/2006

TRADEMARK REEL: 003284 FRAME: 0961