

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
WESCO AIRCRAFT HARDWARE CORP.		09/29/2006	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	LEHMAN COMMERCIAL PAPER INC.		
Street Address:	745 Seventh Avenue, 5th Floor		
Internal Address:	Attention: Maritza Ospina		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2521481	WESCO AIRCRAFT	
Registration Number:	2363651	WA	
CORRESPONDENCE DATA			
Fax Number:	(212)822-5131		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-530-5131		
Email:	jgonder@milbank.com		
Correspondent Name:	Jason M. Gonder		
Address Line 1:	1 Chase Manhattan Plaza		
Address Line 2:	Milbank, Tweed, Hadley & McCloy LLP		
Address Line 4:	New York, NEW YORK 10005		
ATTORNEY DOCKET NUMBER:	28490-19900		
NAME OF SUBMITTER:	Jason M. Gonder		

CH \$65.00 2521481

Signature:

/Jason M. Gonder/

Date:

10/03/2006

Total Attachments: 7

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EXECUTION COPY

**GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of September 29, 2006 is made by WESCO AIRCRAFT HARDWARE CORP., a California corporation, located at 27727 Avenue Scott, Valencia, California 91355 (the “Pledgor”), in favor of LEHMAN COMMERCIAL PAPER INC., as Collateral Agent (the “Collateral Agent”) for the several banks and other financial institutions (the “Lenders”), parties to the Second Lien Credit Agreement, dated as of September 29, 2006 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Pledgor, WESCO MERGER SUB, INC., (“Initial Borrower”), WESCO HOLDINGS, INC. (“Holdings”), the Lenders, LEHMAN COMMERCIAL PAPER INC., as administrative agent and the Collateral Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Pledgor upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Pledgor and the Initial Borrower have executed and delivered a Second Lien Guarantee and Collateral Agreement, dated as of September 29, 2006, in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Pledgor pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Pledgor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Pledgor pursuant to the Credit Agreement, the Pledgor agrees, for the benefit of the Collateral Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Pledgor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of

Default in accordance with the terms of the Guarantee and Collateral Agreement, without requiring further action by either party and to be effective upon such demand, all of the Pledgor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Collateral Agent for the benefit of the Collateral Agent and the Lenders to secure payment, performance and observance of the Borrower Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Pledgor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Pledgor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SCHEDULE A

U.S. Trademark Registrations and Applications


<u>Trademark</u>	<u>Registration or Serial Number</u>
WESCO AIRCRAFT	2,521,481
WA & Design	2,363,651

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 21st day of September, 2006.

WESCO AIRCRAFT HARDWARE CORP.,
as Pledgor

By: _____
Name:
Title:

LEHMAN COMMERCIAL PAPER INC.,
as Collateral Agent for the Lenders

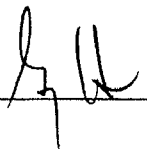
By:  _____
Name:
Title:
Carrie Perpet
Senior Vice President

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 003401 FRAME: 0413

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this X day of September, 2006.

WESCO AIRCRAFT HARDWARE CORP.,
as Pledgor

By:  _____
Name:
Title:

LEHMAN COMMERCIAL PAPER INC.,
as Collateral Agent for the Lenders

By: _____
Name:
Title:

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 003401 FRAME: 0415

