

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
Cirrus Design Corporation		01/31/2007	CORPORATION: WISCONSIN
Cirrus Industries, Inc.		01/31/2007	CORPORATION: DELAWARE
Resources, Incorporated		01/31/2007	CORPORATION: WISCONSIN
Industrial Resource Corporation		01/31/2007	CORPORATION: MINNESOTA
Dakota Aircraft Corporation		01/31/2007	CORPORATION: NORTH DAKOTA
Cirrus Insurance Agency, LLC		01/31/2007	LIMITED LIABILITY COMPANY: MINNESOTA
Cirrus Finance, Inc.		01/31/2007	CORPORATION: MINNESOTA
Cirrus Aircraft Corporation		01/31/2007	CORPORATION: MINNESOTA
Aerospace Design Investments, Ltd.		01/31/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Cratos Capital Management, LLC, as Collateral Agent
Street Address:	3440 Preston Ridge Road
Internal Address:	Suite 400
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30005
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3101644	SR22-G2
Registration Number:	3098961	G2
Registration Number:	3018624	SR20-G2
Serial Number:	78894260	PLANE GENIUS

CH \$265.00 3101644

Serial Number:	78817391	ULTIMATE FLYING EXPERIENCE
Serial Number:	78703497	ULTIMATE FLYING EXPERIENCE
Registration Number:	3002850	SRV-G2
Registration Number:	2490856	SR20 CIRRUS
Registration Number:	1907261	CIRRUS
Registration Number:	2490857	

CORRESPONDENCE DATA

Fax Number: (404)815-2424
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-815-2231
Email: carolfraser@paulhastings.com
Correspondent Name: Carol Fraser, Paralegal
Address Line 1: 600 Peachtree Street, NE, Suite 2400
Address Line 2: Paul Hastings Janofsky & Walker
Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Carol Fraser
Signature:	//Carol Fraser//
Date:	02/07/2007

Total Attachments: 14
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 31st day of January, 2007, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and CRATOS CAPITAL MANAGEMENT, LLC, in its capacity as Collateral Agent for the Secured Parties (together with its successors and assigns in such capacity, "Collateral Agent").

WITNESSETH:

WHEREAS, Cirrus Provider, Cirrus Design Corporation ("Cirrus Design"), Dakota Aircraft Corporation ("Dakota", and together with Cirrus Design, collectively, the "Companies" and each, a "Company"), Cirrus Industries, Inc. ("Parent") and Collateral Agent have entered into that certain Registered Lease and License Financing and Purchase Option Agreement dated as of January 31, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Lease Agreement"), pursuant to which Cirrus Provider has leased certain assets and licensed certain intangible assets to the Companies, and Collateral Agent is acting as collateral agent for Cirrus Provider pursuant to the Collateral Agency Agreement;

WHEREAS, Cirrus Provider, Cirrus Design, Parent, Collateral Agent, AIA Limited, a Cayman Islands limited liability company, and Arcapita Investment Funding Limited, a Cayman Islands limited liability company, have entered into that certain Working Capital Murabaha Facility Agreement dated as of January 31, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Murabaha Facility Agreement"), pursuant to which Cirrus Provider has made available to Cirrus Design a working capital murabaha facility, and Collateral Agent is acting as collateral agent for Cirrus Provider pursuant to the Collateral Agency Agreement;

WHEREAS, Cirrus Provider is willing to make the accommodations to Companies as provided for in the Lease Agreement and the Murabaha Facility Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Collateral Agent, for the benefit of the Secured Parties, that certain Pledge and Security Agreement (Company Parties) dated as of January 31, 2007 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Lease Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Collateral Agent, for the benefit of the Secured Parties, a continuing first priority security interest in all of such 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 Intellectual Property Licenses to which it is a party including the Trademarks in the United States Patent and Trademark Office, and all applications therefor, that are owned by the Grantors and the Trademark Intellectual Property Licenses referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License;

(e) provided, however, that the Trademark Collateral shall not include those assets excluded from the definition of Collateral as expressly provided in Section 2 of the Security Agreement.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Collateral Agent, the Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of any bankruptcy, insolvency, receivership or other similar case or proceeding under any Debtor Relief Law involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice as promptly as practicable, and in any event no later than ten (10) Business Days thereof, in writing to Collateral Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors'

obligations under this Section 5, Grantors hereby authorize Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Transaction Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Transaction Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Transaction Document refer to this Trademark Security Agreement or such other Transaction Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Transaction Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Transaction Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Transaction Document to the satisfaction or repayment in full of the Secured Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Secured Obligations other than unasserted contingent indemnification obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Transaction Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

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

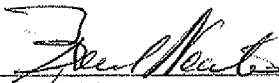
CIRRUS INDUSTRIES, INC.

By: 
Brent Wouters
Chief Financial Officer and Treasurer

[Signature Page to Trademark Security Agreement (Company Parties)]

TRADEMARK
REEL: 003476 FRAME: 0354

RESOURCES, INCORPORATED

By: 
Brent Wouters
Chief Financial Officer and Treasurer

INDUSTRIAL RESOURCE CORPORATION

By: 

Brent Wouters
Chief Financial Officer and Treasurer

[Signature Page to Trademark Security Agreement (Company Parties)]

TRADEMARK
REEL: 003476 FRAME: 0356


DAKOTA AIRCRAFT CORPORATION

By: 
Brent Wouters
Chief Financial Officer and Treasurer

[Signature Page to Trademark Security Agreement (Company Parties)]

TRADEMARK
REEL: 003476 FRAME: 0357

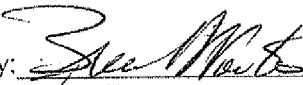
CIRRUS INSURANCE AGENCY, LLC

By: 
Brent Wouters
Chief Financial Officer and Treasurer

[Signature Page to Trademark Security Agreement (Company Parties)]

TRADEMARK
REEL: 003476 FRAME: 0358

CIRRUS FINANCE, INC.

By:  _____
Brent Wouters
Chief Financial Officer and Treasurer

[Signature Page to Trademark Security Agreement (Company Parties)]

TRADEMARK
REEL: 003476 FRAME: 0359


CIRRUS DESIGN CORPORATION

By: 
Brent Wouters
Chief Financial Officer and Treasurer

[Signature Page to Trademark Security Agreement (Company Parties)]

TRADEMARK
REEL: 003476 FRAME: 0360

CIRRUS AIRCRAFT CORPORATION

By: 
Brent Wouters
Chief Financial Officer and Treasurer

[Signature Page to Trademark Security Agreement (Company Parties)]

TRADEMARK
REEL: 003476 FRAME: 0361

AEROSPACE DESIGN INVESTMENTS, LTD.

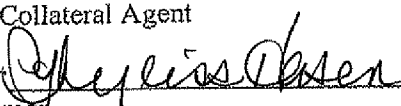
By: 
Brent Wouters
Chief Financial Officer and Treasurer

[Signature Page to Trademark Security Agreement (Company Parties)]

TRADEMARK
REEL: 003476 FRAME: 0362

Accepted as of the date first above written:

CRATOS CAPITAL MANAGEMENT, LLC,
as Collateral Agent

By: 

Name: _____

Title: _____



[Signature Page to Trademark Security Agreement (Company Parties)]

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Owner	Mark	Country	Serial No. or Registration No.	Issue Date or Filing Date
Cirrus Design Corporation	SR22-g2	U.S.A.	3,101,644	6/6/2006
Cirrus Design Corporation	g2	U.S.A.	3,098,961	5/30/2006
Cirrus Design Corporation	SR20-g2	U.S.A.	3,018,624	11/22/2005
Cirrus Design Corporation	PLANE GENIUS	U.S.A.	78/894,260	5/26/2006
Cirrus Design Corporation	ULTIMATE FLYING EXPERIENCE	U.S.A.	78/817,391	2/17/2006
Cirrus Design Corporation	ULTIMATE FLYING EXPERIENCE	U.S.A.	78/703,497	8/30/2005
Cirrus Design Corporation	SRV-g2	U.S.A.	3,002,850	9/27/2005
Cirrus Design Corporation		U.S.A.	2,490,856	9/18/2001
Cirrus Design Corporation		U.S.A.	2,490,857	9/18/2001
Cirrus Design Corporation	CIRRUS	U.S.A.	1,907,261	7/25/1995

¹ This mark will expire as of September 18, 2007 and Cirrus Design Corporation does not intend to prevent its expiration.