

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
DeCrane Aircraft Holdings, Inc.		02/21/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse, as Second Lien Administrative Agent		
Street Address:	Eleven Madison Avenue		
Internal Address:	OMA-2		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Swiss bank:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2617181	DECRANE AIRCRAFT	
Registration Number:	2718521	TOTAL CABIN CAPABILITY	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive		
Address Line 2:	Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	030786-0294		
NAME OF SUBMITTER:	Rhonda DeLeon		
Signature:	/Rhonda DeLeon/		

OP \$65.00 2617181

Date:

02/26/2007

Total Attachments: 4

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SECOND LIEN GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, DECRANE AIRCRAFT HOLDINGS, INC., a Delaware corporation, ("Company"), AUDIO INTERNATIONAL, INC. and HOLLINGSEAD INTERNATIONAL, INC., ("Subsidiary Grantors", and together with Company, "Grantors"), own and use in their business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below);

WHEREAS, Company has entered into a Second Lien Credit Agreement, dated as of February 21, 2007 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "Lenders"), and Credit Suisse, as Administrative Agent for the Lenders (in such capacity, "Administrative Agent");

WHEREAS, Company may from time to time enter into one or more Hedge Agreements with one or more Lenders or Affiliates of Lenders; and

WHEREAS, Subsidiary Grantors have executed and delivered that certain Second Lien Subsidiary Guaranty, dated as of February 21, 2007 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty") in favor of Administrative Agent for the benefit of the Secured Parties, pursuant to which Subsidiary Grantors have guaranteed the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents and all obligations of Company under the Specified Hedge Agreements, including without limitation the obligation of Company to make payments thereunder in the event of early termination thereof; and

WHEREAS, pursuant to the terms of that certain Second Lien Security Agreement, dated as February 21, 2007 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement" the terms defined therein and not otherwise defined herein being used herein as therein defined), among Grantors, Administrative Agent and the other grantors named therein, Grantors have agreed to create in favor of Administrative Agent, for the benefit of the Secured Parties, a secured and protected interest in, and Administrative Agent has agreed to become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantors hereby grant to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Grantors' rights, titles and interests in and to the following, in each case whether now or hereafter existing or in which Grantors now have or hereafter acquire an interest and wherever the same may be located (the "Trademark Collateral");

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto,

owned by such Grantors, or hereafter adopted and used, in their business (including, without limitation, the trademarks specifically identified in Schedule A) (collectively, the “Trademarks”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A) (the “Trademark Registrations”), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the “Trademark Rights”), and all goodwill of such Grantors’ business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Administrative Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “proceeds” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.




Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantors shall be not deemed to have granted a security interest in, any of Grantors’ rights or interests in any license, contract or agreement to which Grantors are a party or any of their rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantors are a party; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and Grantors shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantors do hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral 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.

[The remainder of this page is intentionally left blank.]

**SCHEDULE A TO
GRANT OF TRADEMARK SECURITY INTEREST**

U.S. Trademarks:

<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
DeCrane Aircraft Holdings, Inc.	 DECRANE AIRCRAFT	2,617,181	09/10/02
DeCrane Aircraft Holdings, Inc.	TOTAL CABIN CAPABILITY	2,718,521	05/27/03
Audio International, Inc.		2,126,580	01/06/98
Audio International, Inc.	 AUDIO INTERNATIONAL	2,161,213	06/02/98
Audio International, Inc.	AUDIO INTERNATIONAL	2,122,754	12/23/97
Audio International, Inc.	E-CABIN	2,796,582	12/23/03
Hollingshead International, Inc.		988,743	07/23/74

Foreign Trademarks:

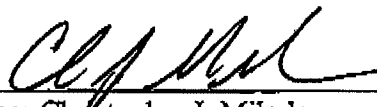
<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Audio International, Inc.	E-Cabin (Canada)	TMA 632094	02/04/2005

California State Trademarks:

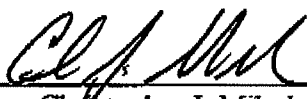
None.

IN WITNESS WHEREOF, Grantors have caused this Grant of Trademark Security Interest to be duly executed and delivered by their officer thereunto duly authorized as of the 21st day of February, 2007.

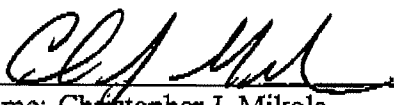
AUDIO INTERNATIONAL, INC.

By: 
Name: Christopher J. Mikola
Title: Treasurer

DECRANE AIRCRAFT HOLDINGS, INC.

By: 
Name: Christopher J. Mikola
Title: Treasurer

HOLLINGSEAD INTERNATIONAL, INC.

By: 
Name: Christopher J. Mikola
Title: Treasurer

Second Lien Grant of Trademark Security Interest