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
Hawker Beechcraft Corporation (successor to Beech Aircraft Corporation and Raytheon Aircraft Company)		03/26/2007	CORPORATION: KANSAS

RECEIVING PARTY DATA

Name:	Credit Suisse, Cayman Islands Branch, as Administrative Agent and Collateral Agent
Street Address:	One Madison Avenue, 2nd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	0606957	B
Registration Number:	2071229	B
Registration Number:	0837823	BARON
Registration Number:	0897559	BEECH
Registration Number:	0759556	BEECHCRAFT
Registration Number:	0418379	BEECHCRAFT
Registration Number:	1446279	BEECHJET
Registration Number:	0529892	BONANZA
Registration Number:	2736594	CHROMAAIR
Registration Number:	0874592	DUKE
Registration Number:	2458494	FACTS
Registration Number:	1984927	HAWKER

OP $565.00 0606957

Registration Number:	2031363	HAWKER
Registration Number:	2557322	HORIZON
Registration Number:	0837822	KING AIR
Registration Number:	0812449	MAGIC HAND
Registration Number:	2234533	PREMIER
Registration Number:	0837820	QUEEN AIR
Registration Number:	2251715	RAPID
Registration Number:	2495634	STARS
Registration Number:	0647372	TRAVEL AIR
Registration Number:	2400042	TRAVEL AIR

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 714-540-1235
Email: ipdocket@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive, Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	038263-0087
NAME OF SUBMITTER:	Anna T Kwan
Signature:	/Anna T Kwan/
Date:	04/02/2007

Total Attachments: 16
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, supplemented or otherwise modified from time to time) (this "Agreement"), dated as of March 26, 2007 is entered into by Hawker Beechcraft Corporation (as successor to Beech Aircraft Corporation and Raytheon Aircraft Company), a Kansas corporation, (the "Grantor") in favor of Credit Suisse, as Administrative Agent and Collateral Agent ("Credit Suisse") for the Secured Parties set forth in the Credit Agreement (as defined below) (the "Secured Parties").

WHEREAS, the Grantor, the Lenders party to the Credit Agreement (as defined below) from time to time (the "Lenders"), Credit Suisse, Goldman Sachs Credit Partners L.P., as syndication agent, and certain other parties as named therein have entered into a Credit Agreement, dated as of March 26, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrowers under the Credit Agreement that the Grantor and certain of its affiliates shall have executed and delivered that certain U.S. Pledge and Security Agreement, dated as of March 26, 2007, in favor of the Credit Suisse (as amended, supplemented, replaced or otherwise modified from time to time, the "Pledge and Security Agreement");

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantor, and certain of its affiliates, have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantor to the Credit Suisse for the ratable benefit of the Secured Parties, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent & Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Secured Parties hereby agree as follows:

SECTION 1. DEFINED TERMS. Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the Credit Suisse, for the benefit of the Secured Parties, a security interest in and continuing lien on all of Grantor's right, title, and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located:

(a) all United States and foreign trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof, all renewals of the foregoing, including, without limitation, each registration and application identified in Schedule 1, and the goodwill of the business symbolized by the foregoing, (b) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; and (c) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing.

SECTION 3. PRECEDENCE. The security interest granted hereby is granted in conjunction with the security interest granted to the Secured Parties under the Pledge and Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted

hereby are in addition to those set forth in the Pledge and Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall control.

SECTION 4. RECORDATION. Grantor authorizes and requests that the U.S. Patent & Trademark Office and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. MODIFICATION OF AGREEMENT. This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Pledge and Security Agreement pursuant to which the Credit Suisse may modify this Agreement, after obtaining Grantor's approval of or signature to such modification, by amending Schedule I to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which the Grantor no longer has or claims any right, title or interest.

SECTION 6. GENERAL.

(a) Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

(b) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Secured Parties and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of the Secured Parties given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

(c) Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor and the Secured Parties have caused this Agreement to be duly executed and delivered as of the date first above written.

HAWKER BEECHCRAFT CORPORATION
(as successor to BEECH AIRCRAFT CORPORATION
and RAYTHEON AIRCRAFT COMPANY)

By: _____
Name:
Title:

ACKNOWLEDGMENT

STATE OF New York)
) ss.
COUNTY OF New York)

On this 25 day of March, 2007 before me personally appeared James Sanders, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of the Secured Parties, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

{seal}

MURRAY J. GOLDFARB
Notary Public, State of New York
No. 02GO6060586
Qualified in New York County
My Commission Expires June 25, 2007

CREDIT SUISSE, CAYMAN ISLANDS BRANCH,
as Administrative Agent and Collateral Agent

By: _____
Name: William O Daly
Title: Director

By: _____
Name: Mikhail Faybusovich
Title: Associate

SCHEDULE I

TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

(i) Trademark Registrations

Country	Mark	App. No.	App. Date	Reg. No.	Reg. Date	Status
U.S.	B (and Design)	71/667,371	06-04-1954	606,957	06-07-1955	Renewed
U.S.	B (stylized)	75/022,560	11-20-1995	2,071,229	06-17-1997	Registered
U.S.	BARON (word mark)	72/255,867	10-06-1966	837,823	10-31-1967	Renewed
U.S.	BEECH (word mark)	72/322,814	03-26-1969	897,559	08-25-1970	Renewed
U.S.	BEECHCRAFT (word mark)	72/164,793	03-18-1963	759,556	11-05-1963	Renewed
U.S.	BEECHCRAFT (stylized)	71/484,009	05-31-1945	418,379	12-18-1945	Renewed
U.S.	BEECHJET (word mark)	73/632,053	11-24-1986	1,446,279	07-07-1987	Registered
U.S.	BONANZA (and design)	71/575,521	03-16-1949	529,892	08-28-1950	Renewed
U.S.	CHROMAAIR (word mark)	76/458,028	10-15-2002	2,736,594	07-15-2003	Registered
U.S.	DUKE	72/308,455	09-13-1968	874,592	08-12-1969	Registered
U.S.	FACTS (word mark)	75/804,515	09-17-1999	2,458,494	06-05-2001	Registered
U.S.	HAWKER** (word mark)	74/450,468	10-25-1993	1,984,927	07-09-1996	Registered
U.S.	HAWKER** (word mark	74/478,434	01-11-1994	2,031,363	01-21-1997	Registered
U.S.	HORIZON (word mark)	76/162,124	11-09-2000	2,557,322	04-02-2002	Registered

Country	Mark	App. No.	App. Date	Reg. No.	Reg. Date	Status
U.S.	KING AIR (word mark)	72/255,866	10-06-1966	837,822	10-31-1967	Renewed
U.S.	MAGIC HAND	72/221,335	06-17-1965	812,449	08-09-1966	Renewed
U.S.	PREMIER (word mark)	74/733,808	09-25-1995	2,234,533	03-23-1999	Registered
U.S.	QUEEN AIR	72/225,864	10-06-1966	837,820	10-31-1967	Registered
U.S.	RAPID (word mark)	75/213,199	12-13-1996	2,251,715	06-08-1999	Registered
U.S.	STARS (and design)	75/876,611	12-21-1999	2,495,634	10-09-2001	Registered
U.S.	TRAVEL AIR (word mark)	72/015,259	09-07-1956	647,372	06-25-1957	Renewed
U.S.	TRAVEL AIR	75/852,498	11-16-1999	2,400,042	10-31-2000	Registered
Argentina	BEECHCRAFT (word mark)	595,878	10-11-1961	511,426	07-11-1963	Renewed 1997 as 1,628,305
Australia	BEECHCRAFT (word mark)	169187	09-13-1961	169187	09-13-1961	Renewed
Benelux	BEECHCRAFT (word mark)	Belgium - B96024 Netherlands N145264		65/395	10-13-1971	Renewed
Bolivia	BEECHCRAFT (word mark)	1004	07-10-1992	C-56422	04-29-1994	Renewed
Brazil	BEECHCRAFT (word mark)	M027509	10-04-1961	003561887	04-27-1967	Renewal submitted 05/02/2006
Canada	BEECHCRAFT (word mark)*	264873	09-11-1961	TMA 126179	04-19-1962	Renewed
Cayman Islands	BEECHCRAFT (word mark)	825,303	09-14-1961	825,303	09-14-1961	Renewed

Country	Mark	App. No.	App. Date	Reg. No.	Reg. Date	Status
Chile	BEECHCRAFT (word mark)	99819-A	09-25-1961	135069	02-16-1962	Renewed 2002 as 644914
China	BEECH (word mark) Matter	95088893	07-13-1995	959116	03-07-1997	Registered
China	BEECHCRAFT (word mark)	95088895	07-13-1995	959117	03-07-1997	Registered
China	BEECHJET (word mark)	95088894	07-13-1995	959118	03-07-1997	Registered
China	HAWKER (word mark)	N/A	N/A	4989225	N/A	Appli-cation
China	HAWKER (word mark)	N/A	N/A	4989226	N/A	Appli-cation
China	KING AIR (word mark)	950101550	08-11-1995	971030	03-28-1997	Registered
Colombia	BEECHCRAFT (word mark)			50,789	03-05-1962	Renewed
Denmark	BEECHCRAFT (word mark)	1752/1962	05-14-1962	98-1963	01-12-1963	Renewed 2003 as VR 1963 00098
Ecuador	BEECHCRAFT (word mark)	234	02-24-1977	684	08-11-1977	Renewed 2002 as Reg. 1107
Finland	BEECHCRAFT (word mark)*	2933/80	05-27-1980	82325	07-20-1982	Renewed
France	BARON (word mark)	49341	07-18-1968	759827	02-18-1988	Renewed 1998 as 1,450,912
France	BEECHCRAFT (word mark)	75227	09-28-1961	75227	09-28-1961	Renewed 1996 as 1,361,954

Country	Mark	App. No.	App. Date	Reg. No.	Reg. Date	Status
France	BONANZA (word mark)	49342	07-18-1968	759828	07-18-1968	Renewed 1998 as 1,450,913
France	KING AIR (word mark)	49344	07-18-1968	759830	07-18-1968	Renewed 1998 as 1,450,915
Germany	BEECHCRAFT (word mark)	B25553/10 Wz	09-12-1961	763767	09-12-1961	Renewed
Greece	BEECHCRAFT (word mark)	29526	02-21-1963	29526	02-21-1963	Renewed
India	BEECHCRAFT (word mark)	204748	09-13-1961	204748	09-13-1961	Renewed
Ireland	BEECHCRAFT (word mark)	562/62 1740/80	05-04-196206-20-1980	- - - 106508	- - - 06-20-1980	Renewed
Italy	BEECHCRAFT (word mark)	59288	09-12-1961	173415	09-12-1961	Renewed 2001 as 945222
Japan	BEECHCRAFT (word mark)	27155/61	09-12-1961	610634	05-07-1963	Renewed
Mexico	BARON (word mark)	216818	05-18-1983	291138	05-18-1983	Renewed
Mexico	BEECHCRAFT (word mark)	100538	10-03-1961	107610	10-03-1961	Renewed
Mexico	BEECHCRAFT (word mark)*	101311	N/A	108649	N/A	Renewed
Mexico	BONANZA (word mark)	216816	05-18-1983	316875	08-18-1983	Renewed
Mexico	KING AIR (word mark)	26817	05-18-1983	291137	08-03-1983	Renewed
New Zealand	BEECHCRAFT (word mark)	70817	05-07-1962	B70817	05-07-1962	Renewed

Country	Mark	App. No.	App. Date	Reg. No.	Reg. Date	Status
Nigeria	BEECHCRAFT (word mark)	N/A	03-27-1979	34671	03-27-1979	Renewed
Panama	BEECHCRAFT (stylized)	9491	07-12-1962	9491	07-25-1966	Renewed
Peru	BARON (word mark)	148743 refiled as 233315	12-12-1988 refiled 12-21-1993	6409	03-29-1994	Renewed
Peru	BEECHJET (word mark)	23314	12-21-1993	6408	03-29-1994	Renewed
Peru	BONANZA (word mark)	148744	12-12-1988	79960	05-24-1989	Renewed
Peru	KING AIR (word mark)	148745	12-12-1988	81079	09-07-1989	Renewed
Portugal	BEECHCRAFT (stylized script)	114707	06-05-1962	179175	02-25-1963	Renewed
Puerto Rico	BEECHCRAFT (word mark)	N/A	05-09-1962	12,288	08-30-1962	Renewed
South Africa	BEECHCRAFT (word mark)	R61/1254	09-12-1961	R61/1254	09-12-1961	Renewed
Spain	BEECHCRAFT (word mark)	401731	05-05-1962	401731	05-05-1962	Renewed
Sweden	BEECHCRAFT (word mark)	1770/1962	05-08-1962	105,197	02-08-1963	Renewed
Switzerland	BEECHCRAFT (word mark)	4019	09-13-1961	187,816	09-13-1961	Renewed 2001 as 314833
United Kingdom	BEECHCRAFT (word mark)	825,303	09-14-1961	825,303	09-14-1961	Renewed
United Kingdom	HAWKER (word mark)	2337797	07-15-2003	2337797	12-12-2003	Registered
Venezuela	BEECHCRAFT (word mark)	3615	09-28-1961	43506-A	01-31-1963	Renewed

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Vietnam	BEECH (word mark)	N-2029/95	06-03-1995	19821	01-29-1996	Renewed
Vietnam	BEECHCRAFT (word mark)	N-2030/95	06-03-1995	19822	01-29-1996	Renewed
Vietnam	KING AIR (word mark)	N-2031/95	06-03-1995	19823	01-29-1996	Renewed
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Bolivia	BEECHCRAFT (word mark)	1004	07-10-1992	C-56422	04-29-1994	Renewed
Brazil	BEECHCRAFT (word mark)	M027509	10-04-1961	003561887	04-27-1967	Renewal submitted 05/02/2006
Canada	BEECHCRAFT (word mark)*	264873	09-11-1961	TMA 126179	04-19-1962	Renewed
Cayman Islands	BEECHCRAFT (word mark)	825,303	09-14-1961	825,303	09-14-1961	Renewed
Chile	BEECHCRAFT (word mark)	99819-A	09-25-1961	135069	02-16-1962	Renewed 2002 as 644914

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China	BEECHCRAFT (word mark)	95088895	07-13-1995	959117	03-07-1997	Registered
China	BEECHJET (word mark)	95088894	07-13-1995	959118	03-07-1997	Registered
China	KING AIR (word mark)	950101550	08-11-1995	971030	03-28-1997	Registered
Colombia	BEECHCRAFT (word mark)			50,789	03-05-1962	Renewed
Denmark	BEECHCRAFT (word mark)	1752/1962	05-14-1962	98-1963	01-12-1963	Renewed 2003 as VR 1963 00098
Ecuador	BEECHCRAFT (word mark)	234	02-24-1977	684	08-11-1977	Renewed 2002 as Reg. 1107
Finland	BEECHCRAFT (word mark)*	2933/80	05-27-1980	82325	07-20-1982	Renewed
France	BARON (word mark)	49341	07-18-1968	759827	02-18-1988	Renewed 1998 as 1,450,912
France	BEECHCRAFT (word mark)	75227	09-28-1961	75227	09-28-1961	Renewed 1996 as 1,361,954
France	BONANZA (word mark)	49342	07-18-1968	759828	07-18-1968	Renewed 1998 as 1,450,913
France	KING AIR (word mark)	49344	07-18-1968	759830	07-18-1968	Renewed 1998 as 1,450,915
Germany	BEECHCRAFT (word mark)	B25553/10 Wz	09-12-1961	763767	09-12-1961	Renewed

Country	Mark	App. No.	App. Date	Reg. No.	Reg. Date	Status
Greece	BEECHCRAFT (word mark)	29526	02-21-1963	29526	02-21-1963	Renewed
India	BEECHCRAFT (word mark)	204748	09-13-1961	204748	09-13-1961	Renewed
Ireland	BEECHCRAFT (word mark)	562/62 1740/80	05-04-196206-20-1980	- - - 106508	- - - 06-20-1980	Renewed
Italy	BEECHCRAFT (word mark)	59288	09-12-1961	173415	09-12-1961	Renewed 2001 as 945222
Japan	BEECHCRAFT (word mark)	27155/61	09-12-1961	610634	05-07-1963	Renewed
Mexico	BARON (word mark)	216818	05-18-1983	291138	05-18-1983	Renewed
Mexico	BEECHCRAFT (word mark)	100538	10-03-1961	107610	10-03-1961	Renewed
Mexico	BEECHCRAFT (word mark)*	101311	N/A	108649	N/A	Renewed
Mexico	BONANZA (word mark)	216816	05-18-1983	316875	08-18-1983	Renewed
Mexico	KING AIR (word mark)	26817	05-18-1983	291137	08-03-1983	Renewed
New Zealand	BEECHCRAFT (word mark)	70817	05-07-1962	B70817	05-07-1962	Renewed
Nigeria	BEECHCRAFT (word mark)		03-27-1979	34671	03-27-1979	Renewed
Panama	BEECHCRAFT (stylized)	9491	07-12-1962	9491	07-25-1966	Renewed
Peru	BARON (word mark)	148743 refiled as 233315	12-12-1988 refiled 12-21-1993	6409	03-29-1994	Renewed
Peru	BEECHJET (word mark)	23314	12-21-1993	6408	03-29-1994	Renewed

Country	Mark	App. No.	App. Date	Reg. No.	Reg. Date	Status
Peru	BONANZA (word mark)	148744	12-12-1988	79960	05-24-1989	Renewed
Peru	KING AIR (word mark)	148745	12-12-1988	81079	09-07-1989	Renewed
Portugal	BEECHCRAFT (stylized script)	114707	06-05-1962	179175	02-25-1963	Renewed
Puerto Rico	BEECHCRAFT (word mark)	N/A	05-09-1962	12,288	08-30-1962	Renewed
South Africa	BEECHCRAFT (word mark)	R61/1254	09-12-1961	R61/1254	09-12-1961	Renewed
Spain	BEECHCRAFT (word mark)	401731	05-05-1962	401731	05-05-1962	Renewed
Sweden	BEECHCRAFT (word mark)	1770/1962	05-08-1962	105,197	02-08-1963	Renewed
Switzerland	BEECHCRAFT (word mark)	4019	09-13-1961	187,816	09-13-1961	Renewed 2001 as 314833
United Kingdom	BEECHCRAFT (word mark)	825,303	09-14-1961	825,303	09-14-1961	Renewed
Venezuela	BEECHCRAFT (word mark)	3615	09-28-1961	43506-A	01-31-1963	Renewed
Vietnam	BEECH (word mark)	N-2029/95	06-03-1995	19821	01-29-1996	Renewed
Vietnam	BEECHCRAFT (word mark)	N-2030/95	06-03-1995	19822	01-29-1996	Renewed
Vietnam	KING AIR (word mark)	N-2031/95	06-03-1995	19823	01-29-1996	Renewed

* Registration currently held in the name of Beech Aircraft Corporation. Documentation of name change to RAC will need to be filed to update title.

(ii) Pending Trademark Applications

Country	Mark	App. #	App. Date	Reg. No.	Reg. Date	Status
Philippines	PINES BEECHCRAFT (stylized)	4-2000-04842	06-13-2000	N/A	N/A	Pending