TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST LIEN TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HARTWELL CORPORATION		05/11/2007	CORPORATION:

RECEIVING PARTY DATA

Name:	BEAR STEARNS CORPORATE LENDING INC.
Street Address:	383 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10179
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	78184801	XLP
Registration Number:	2703713	HARTWELL
Registration Number:	2676542	HC
Registration Number:	2708392	HASCO
Registration Number:	1744257	HC
Registration Number:	1762408	HARTWELL
Registration Number:	1556525	SHACK'L SHIELD
Registration Number:	1190430	TRIGGER LOCK

OP $215.00 78184801

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, kristin.azcona@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive, 20th Floor

Address Line 4:	Costa Mesa, CALIFORNIA 92626
ATTORNEY DOCKET NUMBER:	031935-0293
NAME OF SUBMITTER:	Kristin J. Azcona
Signature:	/kristinazcona/
Date:	05/15/2007

Total Attachments: 10
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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of May 11, 2007 (as may be amended, restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement"), is entered into by each of McKechnie Aerospace DE, Inc., McKechnie Aerospace Holdings, Inc., Melrose US 3 LLC, McKechnie Investments, Inc., Hartwell Corporation, Valley-Todeco, Inc. and Western Sky Industries, LLC (each, a "Grantor" and collectively, the "Grantors"), in favor of BEAR STEARNS CORPORATE LENDING INC., in its capacity as Administrative Agent (in such capacity, the "Administrative Agent") for the benefit of the lenders from time to time party to the Credit Agreement referred to below.

W I T N E S S E T H:

WHEREAS, McKechnie Aerospace Holdings, Inc. and McKechnie Aerospace DE, Inc. have entered into that certain First Lien Credit Agreement, dated as of May 11, 2007 (the "Credit Agreement"), with the several lenders from time to time party thereto (the "Lenders"), Bear, Stearns & Co. Inc., as joint lead arranger and sole bookrunner, Morgan Stanley Senior Funding, Inc., as joint lead arranger and co-syndication agent, General Electric Capital Corporation, as documentation agent and co-syndication agent, and Bear Stearns Corporate Lending Inc., as Administrative Agent.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that each Grantor shall have executed and delivered that certain First Lien Guarantee and Collateral Agreement, dated as of May 11, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), in favor of the Administrative Agent for the ratable benefit of the Secured Parties (as defined in the Guarantee and Collateral Agreement).

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors, including all successors and assigns, to the Administrative Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, all capitalized terms used but not otherwise defined herein have the meanings given to them in the Guarantee and Collateral Agreement and, if not therein defined, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a continuing lien on and security interest in all of the following now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (the "Trademark Collateral"):

(a) (i) all trademarks, trade names, business names, fictitious business names, trade styles, service marks, logos and other indicators of the source of goods or services, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule I hereto, and (ii) the right to obtain all renewals thereof;

(b) any and all written agreements providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, any of the foregoing referred to in Schedule I hereto;

(c) all rights to sue at law or in equity for any infringement or other impairment of any of the foregoing, including the right to receive all proceeds and damages therefrom; and

(d) to the extent not otherwise included, all Proceeds, Supporting Obligations and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

Notwithstanding the above, the grant of the security interest as provided herein shall not extend to, and for purposes hereof, Trademark Collateral shall not include, "intent-to-use" trademarks prior to the first use thereof, whether by the actual use thereof in commerce or prior to the filing of a statement of use or amendment to allege use; provided, however, that any such trademark shall automatically become Trademark Collateral upon use or upon the recording of a statement of use or amendment to allege use with the United States Patent and Trademark Office or otherwise.

SECTION 3. Guarantee and Collateral Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent, for the ratable benefit of the Secured Parties, pursuant to the Guarantee and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

MCKECHNIE AEROSPACE HOLDINGS, INC.

By: _____
Name:
Title:

MCKECHNIE AEROSPACE DE, INC.

By: _____
Name:
Title:

MELROSE US 3 LLC

By: _____
Name:
Title:

MCKECHNIE INVESTMENTS, INC.

By: _____
Name:
Title:

HARTWELL CORPORATION

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

MCKECHNIE AEROSPACE HOLDINGS, INC.

By: _____
Name:
Title:

MCKECHNIE AEROSPACE DE, INC.

By: _____
Name:
Title:

MELROSE US 3 LLC

By: _____
Name: BRUCE E. GRABON
Title: PRESIDENT

MCKECHNIE INVESTMENTS, INC.

By: _____
Name:
Title:

HARTWELL CORPORATION

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

MCKECHNIE AEROSPACE HOLDINGS, INC.

By: _____
Name:
Title:

MCKECHNIE AEROSPACE DE, INC.

By: _____
Name:
Title:

MELROSE US 3 LLC

By: _____
Name:
Title:

MCKECHNIE INVESTMENTS, INC.

By: _____
Name:
Title:

HARTWELL CORPORATION

By: _____
Name:
Title:

VALLEY-TODECO, INC.

By: _____
Name:
Title:

WESTERN SKY INDUSTRIES, LLC

By: _____
Name:
Title:

BEAR STEARNS CORPORATE LENDING INC.,
as Administrative Agent

By: _____
Name: **Steven Sterling**
Title: Vice President

SCHEDULE I

TO

TRADEMARK SECURITY AGREEMENT

Jurisdiction	Trademark	Registration No. (App. No.)	Reg. Date (App. Date)	Record Owner	Status/Comments
United States	AERO QUALITY	(78-954,831)	(August 17, 2006)	Western Sky Industries, LLC	Pending
United States	XLP	(78-184,801)	(November 13, 2002)	Hartwell Corporation	Pending
United States	VT	(77-106,508)	(February 13, 2007)	Valley-Todeco, Inc.	Pending
United States	VT	(77-105,071)	(February 12, 2007)	Valley-Todeco, Inc.	Pending
United States	VT AND DESIGN	(77-104,179)	(February 9, 2007)	Valley-Todeco, Inc.	Pending
United States	VT AND DESIGN	(77-104,155)	(February 9, 2007)	Valley-Todeco, Inc.	Pending
United States	SOLUTIONEERING	2,798,501	December 23, 2003	Mckechnie Aerospace (Uk) Ltd.	Registered
United States	HARTWELL	2,703,713	April 8, 2003	Hartwell Corporation	Registered
United States	HC AND DESIGN	2,676,542	January 21, 2003	Hartwell Corporation	Registered
United States	HASCO	2,708,392	April 22, 2003	Hartwell Corporation	Registered
United States	HC	1,744,257	January 5, 1993	Hartwell Corporation	Registered.
United States	HARTWELL	1,762,408	April 6, 1993	Hartwell Corporation	Registered..
United States	SHACK'L SHIELD	1,556,525	September 19, 1989	Hartwell Corporation	Registered.
United States	TRIGGER LOCK	1,190,430	February 23, 1982	Hartwell Corporation	Registered.
United States	TYEE	887,395	March 10, 1970	Tyee Aircraft, Inc.	Registered
United States	DESIGN ONLY	887,394	March 10, 1970	Tyee Aircraft, Inc.	Registered
United States	WSI	863,388	January 14, 1969	Western Sky Industries, Inc.	Registered
United States	FLIP-LOK	837,069	October 17, 1967	Western Sky Industries, Inc.	Registered
United States	L and Design	2,016,073	11/12/1996	Linread Public Limited Company	Registered
United States	NB	1,681,759	04/07/1992	Linread PLC	Registered
United States	NORTH BRIDGE FASTENERS	1,405,470	August 19, 1986	Linread PLC	Registered
United Kingdom	AERO QUALITY AND DESIGN	2113924	(October 25, 1996)	Western Sky Industries, LLC	Registered
United Kingdom	WELCO	2031958	(August 30, 1995)	Welco Technik AG	Registered
United Kingdom	NORTH BRIDGE FASTENERS	B1243481	(June 6, 1985)	Linread PLC	Registered

Jurisdiction	Trademark	Registration No. (App. No.)	Reg. Date (App. Date)	Record Owner	Status/Comments
	B and Design	B1573199	(May 14, 1994)	Linread Public Limited Company	Registered
Canada	HC AND DESIGN	TMA594,455	(March 15, 2001)	Hartwell Corporation	Registered
Canada	HARTWELL	TMA586,646	(March 15, 2001)	Hartwell Corporation	Registered
Canada	NORTH BRIDGE FASTENERS	TMA322,354	January 2, 1987	Linread PLC	
CTM	XLP	3134376	July 21, 2004	Hartwell Corporation	Registered
CTM	HC AND DESIGN	2170785	June 3, 2002	Hartwell Corporation	Registered
CTM	HARTWELL	2170710	June 3, 2002	Hartwell Corporation	Registered
California	FLIP-LOK	4,623	?	Western Sky Industries Inc	Registered
Switzerland	WELCO	P 418648	(March 13, 1995)	Welco Technik AG	Registered
Switzerland	RATE CHEK	398869	(June 30, 1992)	Hartwell Corporation	Registered
Japan	HC (AND DESIGN)	4674616	May 23, 2003	Hartwell Corporation	Registered
Japan	HARTWELL	4674615	May 23, 2003	Hartwell Corporation	Registered
International Register	WELCO	645465	SEeptember 12, 2005	Welco Technik AG	Registered
Norway	SHACK'L SHIELD AND DESIGN	146057	July 18, 1991	Hartwell Corporation	Registered