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
ADAM AIRCRAFT INDUSTRIES, INC.		05/23/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	MORGAN STANLEY & CO. INCORPORATED
Street Address:	One Pierrepont Plaza, Floor 7
City:	Brooklyn
State/Country:	NEW YORK
Postal Code:	11201
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2875346	A 500
Registration Number:	3114587	A 700
Registration Number:	2889741	ADAM AIRCRAFT
Registration Number:	2942513	A
Serial Number:	78690940	A1000
Serial Number:	76552704	A600
Serial Number:	78690930	A700 ADAMJET

CH $190.00 2875346

CORRESPONDENCE DATA

Fax Number: (212)603-2001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-603-2000
Email: pto2@thelen.com
Correspondent Name: Monica B. Richman
Address Line 1: 875 Third Avenue

Address Line 4:	New York, NEW YORK 10022
ATTORNEY DOCKET NUMBER:	060114-2 ADAM AIRCRAFT
NAME OF SUBMITTER:	Monica B. Richman
Signature:	/Monica.B.Richman/
Date:	05/23/2007

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 23, 2007, is made by ADAM AIRCRAFT INDUSTRIES, INC., a Delaware corporation, located at 12876 East Adam Aircraft Circle, Englewood, Colorado 80112 (the "Grantor") in favor of MORGAN STANLEY & CO. INCORPORATED, a Delaware corporation, located at One Pierrepont Plaza, Floor 7, Brooklyn, New York 11201, as collateral agent (together with its successors and assigns in such capacity, the "Collateral Agent") for the Secured Parties under the Senior Secured Credit Agreement, dated as of May 23, 2007 (as amended, restated, supplemented or otherwise modified from time to time, including all schedules thereto, the "Credit Agreement"), by and among the Grantor, the other Credit Parties thereto, the lenders party thereto (the "Lenders"), Morgan Stanley Senior Funding, Inc., as administrative agent and syndication agent, and the Collateral Agent.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make certain financial accommodations available to the Grantor from time to time, subject to the terms and conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor and certain subsidiaries of the Grantor have executed and delivered that certain Pledge and Security Agreement, dated as of May 23, 2007, in favor of the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, including all schedules thereto, the "Pledge and Security Agreement");

WHEREAS, pursuant to the Pledge and Security Agreement, the Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in certain assets and property of the Grantor, including the Trademarks; and

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

NOW, THEREFORE, in consideration of the forgoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement and the Pledge and Security Agreement.

2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, all of the Grantor's right, title and interest in, to and under the Trademarks, whether presently existing or hereafter acquired or created (including without limitation the items listed on Schedule A hereto) (collectively, the "Collateral"), to the Collateral Agent, for the benefit of the Secured Parties.

3. Purpose. This Agreement has been executed and delivered by the Grantor 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 Collateral Agent, for the benefit of the Secured Parties, in connection with the Pledge and Security Agreement and is expressly subject to the terms and conditions thereof.

4. Acknowledgement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Pledge and Security 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 Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall control.

5. Counterparts. This 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. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

ADAM AIRCRAFT INDUSTRIES, INC.,

By: _____
Name: Christopher M. Nato
Title: CFO

MORGAN STANLEY & CO. INCORPORATED,
as Collateral Agent

By: _____
Name:
Title:

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

On this ____ day of May 2007, before me, the undersigned, a notary public in and for said state and county, personally appeared Christopher M. Marr, personally known to me (or proved to me on the basis of satisfactory evidence), to be the individual who executed the foregoing instrument on behalf of Wells Fargo Bank, N.A., a national banking association, as the Chief Financial Officer of such national banking association and acknowledged to me that the execution and delivery of said instrument was duly authorized by said national banking association.

Notary Public

(Affix Seal Below)

JOHN R. HESSION
Notary Public, State of New York
No. 02HE6061468
Qualified in New York County
Commission Expires July 16, 2009

Schedule A

United States Trademark Registrations

Trademark	Registration Number
A 500	2875346
A 700	3114587
ADAM AIRCRAFT	2889741
Design Only	2942513

United States Trademark Applications

Trademark	Serial Number
A1000	78690940
A600	76552704
A700 ADAMJET	78690930

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