

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VALLEY-TODECO, INC.		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: 4			
Property Type	Number	Word Mark	
Serial Number:	77106508	VT	
Serial Number:	77105071	VT	
Serial Number:	77104179	VT	
Serial Number:	77104155	VT	
CORRESPONDENCE DATA			
Fax Number: (714)755-8290			
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
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		

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TRADEMARK  
REEL: 003604 FRAME: 0327

Signature:

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Date:

08/17/2007

**Total Attachments: 10**

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND 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 Second 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 Second 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.

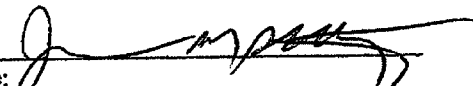
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Administrative Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Administrative Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of May 11, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among McKechnie Aerospace DE, Inc., Bear Stearns Corporate Lending, Inc., as First Lien Administrative Agent (as defined therein), Bear Stearns Corporate Lending, Inc., as Second Lien Administrative Agent (as defined therein), and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.


[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: \_\_\_\_\_

[SECOND LIEN TRADEMARK SECURITY AGREEMENT]

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: Bruce E. Graben  
Name: BRUCE E. GRABEN  
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:

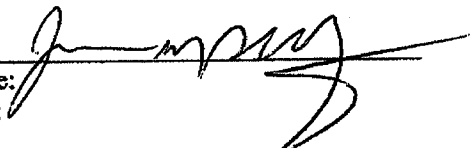
MELROSE US 3 LLC

By: \_\_\_\_\_  
Name:  
Title:

MCKECHNIE INVESTMENTS, INC.

By:   
Name:  
Title:

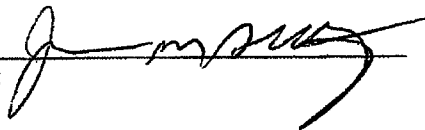
HARTWELL CORPORATION

By:   
Name:  
Title:

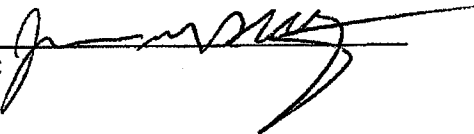
[SECOND LIEN TRADEMARK SECURITY AGREEMENT]



VALLEY-TODECO, INC.

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WESTERN SKY INDUSTRIES, LLC

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SECOND LIEN TRADEMARK SECURITY AGREEMENT]

BEAR STEARNS CORPORATE LENDING INC.,  
as Administrative Agent

By: 

Name:

**Steven Sterling**

Title:

**Vice President**

[SECOND LIEN TRADEMARK SECURITY AGREEMENT]

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**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**

<b>Jurisdiction</b>	<b>Trademark</b>	<b>Registration No. (App. No.)</b>	<b>Reg. Date (App. Date)</b>	<b>Record Owner</b>	<b>Status/Comments</b>
United States	AERO QUALITY	(78954831)	(August 17, 2006)	Western Sky Industries, LLC	Pending Section 2(F)
United States	XLP	2771803 (78184801)	October 7, 2003 (November 13, 2002)	Hartwell Corporation	Registered
United States	VT AND DESIGN	(77106508)	(February 13, 2007)	Valley-Todeco, Inc.	Pending
United States	VT	(77105071)	(February 12, 2007)	Valley-Todeco, Inc.	Pending
United States	VT AND DESIGN	(77104179)	(February 9, 2007)	Valley-Todeco, Inc.	Pending
United States	VT AND DESIGN	(77104155)	(February 9, 2007)	Valley-Todeco, Inc.	Pending
United States	HARTWELL	2703713 (76221734)	April 8, 2003 (March 8, 2001)	Hartwell Corporation	Registered Section 2(F)
United States	HC AND DESIGN	2676542 (76221733)	January 21, 2003 (March 8, 2001)	Hartwell Corporation	Registered
United States	HASCO	2708392 (76139439)	April 22, 2003 (October 2, 2000)	Hartwell Corporation	Registered
United States	HC AND DESIGN	1744257 (74233909)	January 5, 1993 (December 30, 1991)	Hartwell Corporation	Renewed
United States	HARTWELL	1762408 (74227615)	April 6, 1993 (December 5, 1991)	Hartwell Corporation	Renewed Section 2(F)
United States	SHACK'L SHIELD	1556525 (73725921)	September 19, 1989 (May 2, 1988)	Hartwell Corporation	Registered.
United States	TRIGGER LOCK	1190430 (73211143)	February 23, 1982 (April 11, 1979)	Hartwell Corporation	Renewed Section 2(F)
United States	TYEE	0887395 (72328086)	March 10, 1970 (May 22, 1969)	Western Sky Industries, LLC, a.k.a. Tyee Aircraft, Inc.	Renewed

<b>Jurisdiction</b>	<b>Trademark</b>	<b>Registration No. (App. No.)</b>	<b>Reg. Date (App. Date)</b>	<b>Record Owner</b>	<b>Status/Comments</b>
United States	DESIGN ONLY	0887394 (72328085)	March 10, 1970 (May 22, 1969)	Western Sky Industries, LLC, a.k.a. Tyee Aircraft, Inc.	Renewed
United States	WSI	863388 (72290708)	January 14, 1969 (February 8, 1968)	Western Sky Industries, LLC, a.k.a. Western Sky Industries, Inc.	Renewed
United States	FLIP-LOK	837069 (7239358)	October 17, 1967 (February 21, 1966)	Western Sky Industries, LLC, a.k.a. Western Sky Industries, Inc.	Renewed
United Kingdom	AERO QUALITY AND DESIGN	2113924 (2113924)	(October 25, 1996)	Western Sky Industries, LLC	Registered
Canada	HC AND DESIGN	TMA594455 (109607600)	(March 15, 2001)	Hartwell Corporation	Registered
Canada	HARTWELL	TMA586646 (109607500)	(March 15, 2001)	Hartwell Corporation	Registered
CTM	XLP	3134376 (3134376)	July 21, 2004 (April 15, 2003)	Hartwell Corporation	Registered
CTM	HC AND DESIGN	2170785 (2170785)	June 3, 2002 (April 9, 2001)	Hartwell Corporation	Registered
CTM	HARTWELL	2170710 (2170710)	June 3, 2002 (April 9, 2001)	Hartwell Corporation	Registered
California	FLIP-LOK	(4623)		Western Sky Industries, LLC, a.k.a. Western Sky Industries, Inc.	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
Norway	SHACK'L SHIELD AND DESIGN	146057	July 18, 1991	Hartwell Corporation	Registered

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