

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2011)

09-06-2007

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

103442229

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

LMI-TCA, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Delaware
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) _____

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes
 NoName: Wachovia Bank, National Association

Internal

Address: 8th FloorStreet Address: 201 South College StreetCity: CharlotteState: NCCountry: USA Zip: 28288-0680

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____

 National Banking
 Other Association Citizenship USAIf assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

3,016,852Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Dalbert U. ShefteInternal Address: Kennedy Covington Lobdell
& Hickman, LLPStreet Address: 214 North Tryon Street
Hearst Tower, 47th FloorCity: CharlotteState: NC Zip: 28202Phone Number: (704) 331 5790Fax Number: (704) 353 3698Email Address: dmillard@kennedycovington.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers Charge 4200
Expiration Date _____b. Deposit Account Number 18-1215Authorized User Name Dalbert U. Shefte

9. Signature:

Dalbert U. Shefte
Signature8/1/07
Date

Dalbert U. Shefte

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of July 31, 2007 by and between LMI-TCA, INC., a Delaware corporation (the "Grantor"), having its chief executive office at 411 Fountain Lakes Blvd., St. Charles, MO 63301 and WACHOVIA BANK, NATIONAL ASSOCIATION, as Administrative Agent (the "Administrative Agent"), with offices at 201 South College Street, 8th Floor, Charlotte, North Carolina 28288-0680 for the ratable benefit of the banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement, dated as of July 31, 2007 (as amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and between LMI Aerospace, Inc., as the Borrower, the Lenders and the Administrative Agent.

This Agreement is executed pursuant to the terms of a Collateral Agreement dated as of July 31, 2007 by and among LMI Aerospace, Inc., certain of its Subsidiaries party thereto, including the Grantor and the Administrative Agent (as amended, restated, supplemented or otherwise modified, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application of the Grantor, including, without limitation, each Trademark, Trademark registration and Trademark application described on Schedule A;

(ii) each Trademark License, including, without limitation, each Trademark License described on Schedule B;

(iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark or Trademark registration, including, without limitation, any Trademark or Trademark registration described on Schedule A or under any Trademark licensed under any Trademark License, including, without limitation, any Trademark License described on Schedule B, (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark License or (c) breach or enforcement of any Trademark License; and

(iv) all products and proceeds of the foregoing.

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

4812-3279-6929.01

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

LMI-TCA, INC., as Grantor

By: Lawrence E. Dickinson
Name: Lawrence E. Dickinson
Title: Vice President, Chief Financial Officer & Secretary

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS
COUNTY OF ST. CHARLES)

I, Audrey Crane Nuernberger a Notary Public for said County and State, do hereby certify that Lawrence E. Dickinson personally appeared before me this day and stated that he is Vice President, Chief Financial Officer and Secretary of LMI-TCA, Inc. and acknowledged, on behalf of LMI-TCA, Inc. the due execution of the foregoing instrument.

Witness my hand and official seal, this 31st day of July, 2007.

Audrey Crane Nuernberger
Notary Public

Audrey Crane Nuernberger
Notary Public - Notary Seal
STATE OF MISSOURI
St. Charles County
My Commission Expires: December 21, 2010
Commission # 06986392

My commission expires:

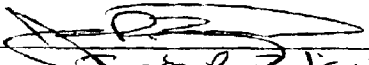
12/10/2010

[Signature Pages Continue]

[Trademark Security Agreement - LMI]

Agreed and Accepted as of the
31st day of July, 2007.

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: James R. Zisch
Title: Managing Director

[Trademark Security Agreement - LMI]

Schedule A to Trademark Security Agreement

TRADEMARKS

<u>OWNER</u>	<u>TRADEMARK</u>	<u>SERIAL NO.</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE:</u>	<u>RENEWAL DUE</u>
LMI-TCA, Inc.	"Extreme Lean"	76/582321	3016852	11/22/2005	

4312-3279-6929.01

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None.

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