

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Supplement to Guarantee and Collateral Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Aurora Flight Sciences Corporation		09/27/2007	CORPORATION:

RECEIVING PARTY DATA

Name:	Fourth Third LLC, as Agent
Street Address:	375 Park Avenue
Internal Address:	Suite 3304
City:	New York
State/Country:	NEW YORK
Postal Code:	10152
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3264765	ORION HALL
Registration Number:	3208480	MARSFLYER
Registration Number:	3125657	PERSEUS WINGS TO THE EDGE OF SPACE
Registration Number:	2911582	GOLDENEYE BY AURORA
Registration Number:	3113667	AURORA FLIGHT SCIENCES
Registration Number:	2100950	THESEUS MISSION TO PLANET EARTH
Registration Number:	2102783	CHIRON OPTIONALLY PILOTED AIRCRAFT
Serial Number:	78877204	EXCALIBUR
Serial Number:	77162755	THESEUS

CORRESPONDENCE DATA

Fax Number: (404)572-5128
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 404-572-2533

CH \$240.00 3264765

Email: jbalcita@kslaw.com
Correspondent Name: King & Spalding LLP
Address Line 1: Jeffrey P. Balcita
Address Line 2: 1180 Peachtree Street
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:

13549.009014

NAME OF SUBMITTER:

Jeffrey P. Balcita

Signature:

/Jeffrey P. Balcita/

Date:

10/03/2007

Total Attachments: 4

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**SUPPLEMENT TO GUARANTEE AND COLLATERAL AGREEMENT
(TRADEMARKS)**

WHEREAS, Aurora Flight Sciences Corporation, a Delaware corporation (herein referred to as "Grantor"), having an address at 9950 Wakeman Drive, Manassas, Virginia 20130-2702, (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed a statement of use under Section 1(c) or 1(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed a statement of use under Section 1(c) or 1(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule 1-A, which trademarks, trade names, trade styles and service marks are registered, or for which applications for registration have been filed in the United States Patent and Trademark Office (the "Trademarks"); and

WHEREAS, the Grantor has entered into a Guarantee and Collateral Agreement (said Guarantee and Collateral Agreement, as it may hereafter be amended or otherwise modified from time to time being the "Security Agreement", the terms defined therein and not otherwise defined herein being used herein as therein defined) in favor of the Secured Party; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to Secured Party a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by Grantor, and all reissues, extensions or renewals thereof, all Trademark Licenses and all proceeds of all of the foregoing, including, without limitation, any claims by Grantor against third parties for infringement thereof (the "Collateral"), to secure the payment and performance of the Secured Obligations.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further confirm, and put on the public record, its grant to Secured Party of a security interest in and mortgage on the Collateral to secure the prompt payment and performance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the grant of, security interest in and mortgage on the Collateral made hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Secured Party's address is 375 Park Avenue, Suite 3304, New York, New York 10152, Attention: Brian J. Cavanaugh, Chief Financial Officer.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Grantor has duly executed or caused this Agreement to be duly executed as of September 27, 2007.

**AURORA FLIGHT SCIENCES
CORPORATION**

By: *Ralph Koch*
Name: *RALPH KOCH*
Title: *VP + CFO*

[Trademark Security Agreement Signature Page]

STATE OF Virginia)
) ss.:

COUNTY OF Manassas
City

On this 18th day of September, 2007, before me personally appeared Ralph Koch, to me known, who, being by me duly sworn, did depose and say that he/she resides at 15152 Stratton Major, Centerville VA 20120 and that he/she is trw CFO of the Grantor; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed pursuant to authority of the Board of Directors of said corporation and that he/she signed his/her name thereto in his/her capacity as an authorized officer of said corporation pursuant to such authority.

Susan G. Must
Notary Public
My commission expires 1/31/2008



[Trademark Security Agreement Signature Page]

**Schedule 1-A to the SUPPLEMENT TO GUARANTEE
AND COLLATERAL AGREEMENT
(TRADEMARKS)**

A. U.S. Registered Trademarks

<u>Mark</u>	<u>Registration Date</u>	<u>Registration Number</u>
ORION HALL	7/17/07	3,264,765
MARSFLYER	2/13/07	3,208,480
	8/8/06	3,125,657
	12/14/04	2,911,582
	7/11/06	3,113,667
	2/1/93	2,100,950
	10/1/97	2,102,783

B. U.S. Trademark Applications for Registration

<u>Mark</u>	<u>Application Date</u>	<u>Application Serial Number</u>
EXCALIBUR	5/5/06	78/877,204
THESEUS	4/23/07	77/162,755