TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Second Lien Security Interest in Trademark Rights

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ARINC CONTROL AND INFORMATION SYSTEMS, LLC		10/25/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	LEHMAN COMMERCIAL PAPER INC.
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2301647	AIM

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-7609
Email: ksolomon@stblaw.com
Correspondent Name: Kirstie Howard, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509333/0163
NAME OF SUBMITTER:	Kirstie Howard
Signature:	/kh/

OP $40.00 2301647

Date:	10/31/2007

Total Attachments: 5
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GRANT OF SECOND LIEN
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECOND LIEN SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of October 25, 2007, is made by ARINC CONTROL AND INFORMATION SYSTEMS, LLC, a Delaware limited liability company, located at 2551 Riva Road, Annapolis, Maryland 21401 (the "Grantor"), in favor of LEHMAN COMMERCIAL PAPER INC., a New York corporation, as Collateral Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Second Lien Credit Agreement, dated as of October 25, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among ARINC INCORPORATED, a Delaware corporation ("the Borrower"), Radio Holdings, Inc., a Delaware corporation, Radio Acquisition Corp., a Delaware corporation, as Initial Borrower, the Lenders, the Agent, JPMORGAN CHASE BANK, N.A., a national banking association, as Syndication Agent, and LEHMAN COMMERCIAL PAPER INC., as Administrative Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor and certain other subsidiaries of the Borrower have executed and delivered a Second Lien Guarantee and Collateral Agreement, dated as of October 25, 2007, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing second lien security interest in all Intellectual Property, including the Trademarks; and

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

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Subject to the terms of the Intercreditor Agreement (as defined in the Guarantee and Collateral Agreement), the Grantor hereby pledges and grants a continuing second lien security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 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 Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement, the Guarantee and Collateral Agreement and the Intercreditor 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 Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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TRADEMARK
REEL: 003651 FRAME: 0703

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 25 day of October, 2007.

ARINC CONTROL AND INFORMATION SYSTEMS, LLC, as Grantor

By: _____
Name: John M. Belcher
Title: Chief Executive Officer

LEHMAN COMMERCIAL PAPER INC.
as Collateral Agent for the Lenders

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 25 day of October, 2007.

ARINC CONTROL AND INFORMATION SYSTEMS, LLC, as Grantor

By:_____
Name:
Title:

LEHMAN COMMERCIAL PAPER INC.
as Collateral Agent for the Lenders

By:_____
Name:
Title: Jeff Opie
Managing [illegible]

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark	Registration/Serial Number
AIM	2,301,647

509333-0163-11380-NY02.2628466.2