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 INCORPORATED		10/25/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Serial Number:	78729665	AEROMOBILE AIRBORNE MOBILE CONNECTIVITY
Serial Number:	78729669	AEROMOBILE
Serial Number:	77172795	DEDICATION BEYOND EXPECTATION
Registration Number:	2939261	EFLIGHTDECK
Registration Number:	2773152	YOU WON'T BELIEVE WHAT WE CAN DO
Registration Number:	2873193	ARINC YOU WON'T BELIEVE WHAT WE CAN DO
Registration Number:	2762383	FOREWARN
Registration Number:	2854215	AVIPARTS
Registration Number:	2600131	AVINET
Registration Number:	2596833	AVINET
Registration Number:	1950436	MUSE
Registration Number:	2122015	CNS/LINK
Registration Number:	1735805	GLOBALINK
Registration Number:	1179508	ARINC

OP $540.00 78729665

Registration Number:	1096980	ACARS
Registration Number:	0962817	AERO LINE
Registration Number:	0962816	PLANE TALK
Registration Number:	0861149	ARINC
Registration Number:	0761093	ARINC
Registration Number:	2162873	PILOTMATE
Registration Number:	2066266	SKYELINK

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/
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 INCORPORATED, a Delaware corporation, located at 2551 Riva Road, Annapolis, Maryland 21401 (the "Borrower"), 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 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 Borrower has 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 Borrower 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 Borrower 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 Borrower 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 Borrower 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 Borrower'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 Borrower 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 Borrower 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.

[Remainder of page intentionally left blank]

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 INCORPORATED
as Borrower

By: _____
Name: John M. Belcher
Title: Chairman & 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 INCORPORATED
as Borrower

By:_____
Name:
Title:

LEHMAN COMMERCIAL PAPER INC.
as Collateral Agent for the Lenders

By:_____
Name:
Title:

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark	Registration or Serial Number
AEROMOBILE AIRBORNE MOBILE CONNECTIVITY AND DESIGN	78/729,665
AEROMOBILE	78/729,669
DEDICATION BEYOND EXPECTATION	77/172,795
EFLIGHTDECK	2,939,261
YOU WON'T BELIEVE WHAT WE CAN DO	2,773,152
ARINC YOU WON'T BELIEVE WHAT WE CAN DO	2,873,193
FOREWARN	2,762,383
AVIPARTS	2,854,215
AVINET	2,600,131
AVINET AND DESIGN	2,596,833
MUSE	1,950,436
CSN/LINK	2,122,015
GLOBALINK AND DESIGN	1,735,805
ARINC AND DESIGN	1,179,508
ACARS	1,096,980
AERO LINE	962,817
PLANE TALK	962,816
ARINC	861,149
ARINC	761,093
PILOTMATE	2,162,873
SKYELINK	2,066,266

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