TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
UNIVERSAL AVIONICS SYSTEMS CORPORATION		12/31/2007	CORPORATION: ARIZONA

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	201 E Washington, Suite 800
Internal Address:	MAC S4101-158
City:	Phoenix
State/Country:	ARIZONA
Postal Code:	85003
Entity Type:	National Bank:

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3290745	VISION 1
Registration Number:	3290698	VISION-1
Serial Number:	77106665	SAFETY NEVER LOOKED BETTER
Serial Number:	77106539	THE PERFECT FIT

OP $115.00 3290745

CORRESPONDENCE DATA

Fax Number: (602)254-4878
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 602-257-7951
Email: mpischner@gustlaw.com
Correspondent Name: Mary Pischner
Address Line 1: 201 E Washington, Suite 800
Address Line 4: Phoenix, ARIZONA 85004

ATTORNEY DOCKET NUMBER:	014842-00092

NAME OF SUBMITTER:	Mary Pischner
Signature:	/marypischner/
Date:	03/05/2008

Total Attachments: 15
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AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT

This Amended and Restated Patent and Trademark Security agreement (this "Agreement"), dated as of December 31, 2007, is made by and between UNIVERSAL AVIONICS SYSTEMS CORPORATION, an Arizona corporation, whose address and place of business is 3260 East Universal Way, Tucson, Arizona 85706 (the "Debtor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION through its WELLS FARGO BUSINESS CREDIT operating division, whose address and principal place of business is 100 West Washington Street, Phoenix, Arizona 85003 (the "Secured Party").

Recitals

The Debtor and Olde Glass Corporation, an Arizona corporation (jointly, severally and collectively with the Debtor, the "Borrower"), and the Secured Party have entered into an Amended and Restated Credit and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Credit Agreement") setting forth the terms on which the Secured Party may now or hereafter make certain loans or other financial accommodations to or for the account of the Borrower.

As a further condition to making any loan or other financial accommodation under the Credit Agreement or otherwise, the Secured Party has required the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Credit Agreement and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Obligations" means each and every debt, liability and obligation of every type and description arising under or in connection with any Loan Document (as defined in the Credit Agreement) which the Borrower may now or at any time hereafter owe to the Secured Party, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several, and including specifically, but not limited to, the Obligations (as defined in the Credit Agreement).

"Patents" means all of the Debtor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Trademarks" means all of the Debtor's right, title and interest in and to

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trademarks, service marks, collective membership marks, the respective goodwill associated with each, and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. The Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest, with power of sale to the extent permitted by law (the "Security Interest"), in the Patents and in the Trademarks to secure payment of the Obligations.

3. Representations, Warranties and Agreements. The Debtor hereby represents, warrants and agrees as follows:

(a) ***Existence; Authority.*** The Debtor is a corporation, having full power to and authority to make and deliver this Agreement. The execution, delivery and performance of this Agreement by the Debtor have been duly authorized by all necessary action of the Debtor's board of directors, and if necessary its stockholders, and do not and will not violate the provisions of, or constitute a default under, any presently applicable law or its articles of incorporation or bylaws or any agreement presently binding on it. This Agreement has been duly executed and delivered by the Debtor and constitutes the Debtor's lawful, binding and legally enforceable obligation. The correct name of the Debtor is UNIVERSAL AVIONICS SYSTEMS CORPORATION. The authorization, execution, delivery and performance of this Agreement do not require notification to, registration with, or consent or approval by, any federal, state or local regulatory body or administrative agency.

(b) ***Patents.*** Exhibit A accurately lists all Patents owned by the Debtor as of the date hereof, accurately reflects the existence and status of registrations pertaining to the Patents as of the date hereof, and accurately lists all applications for patents pending on the date hereof.

(c) ***Trademarks.*** Exhibit B accurately lists all registered Trademarks owned by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all registrations pertaining thereto as of the date hereof.

(d) ***Title.*** The Debtor has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all security interests, liens and encumbrances, except the Security Interest, the Permitted Liens (as defined in the Credit Agreement) and as otherwise indicated on Exhibits A and B. The Debtor (i) will have, at the time the Debtor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all security interests, liens and encumbrances, except the Security Interest, the Permitted Liens and as otherwise indicated on and as otherwise indicated on Exhibits A and B, and (ii) will keep all Patents and Trademarks free and clear of all security interests, liens and encumbrances except the Security Interest, the Permitted Liens and as otherwise indicated on Exhibits A and B.

(e) ***No Sale.*** The Debtor will not sell or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Secured Party's prior written consent; provided, however, that nothing in this Section 3(e) shall be deemed to prohibit or restrict the ability of the

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Debtor to enter into licensing arrangements with respect to the Patents and Trademarks so long as no exclusive licensing arrangement would prohibit the Secured Party from disposing of any of the Debtor's Inventory upon the exercise of the Secured Party's remedies upon an Event of Default.

(f) ***Defense.*** Unless otherwise agreed by Secured Party, the Debtor will at its own expense, and using its best efforts, protect and defend the Patents and Trademarks against all claims or demands of all persons other than the Secured Party.

(g) ***Maintenance.*** The Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable or necessary in its business judgment including, but not limited to, filing all applications to register and all affidavits and renewals possible with respect to issued registrations. Except to the extent not reasonably advisable or necessary in Debtor's business judgment, the Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit in support thereof, without first providing the Secured Party: (i) sufficient written notice, as provided in the Credit Agreement, to allow the Secured Party to timely pay any such maintenance fees or annuity which may become due on any of said Patents or Trademarks, or to file any affidavit with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit, should such be necessary or desirable. Except to the extent not reasonably advisable or necessary in Debtor's business judgment, Debtor will diligently pursue all pending applications for patents and will take all reasonable actions to insure issuance thereof.

(h) ***Secured Party's Right to Take Action.*** If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (g), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon a Patent or Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure.

(i) ***Costs and Expenses.*** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party on demand the amount of all moneys reasonably expended and all reasonable costs and expenses (including reasonable attorneys' fees) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (h) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the highest rate then applicable to any of the Obligations.

(j) ***Power of Attorney.*** To facilitate the Secured Party's taking action under subsection (h) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the

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attorney-in-fact of the Debtor with the right (but not the duty) from time to time during a Default Period under the Credit Agreement to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations (as defined therein).

(k) ***Intent to Use Applications.*** Debtor has considered or may in the future consider the adoption of trademarks or service marks for which it has or will file applications for registration with the United States Patent and Trademark Office under Section 1 (b) of the Trademark Act ("intent to use"). The trademarks for which applications are so filed, and the applications filed in connection therewith are not Trademarks and are not subject to the security interest created herein. Debtor agrees that it will be an Event of Default under this Agreement if at any time any other person acquires any interest, including a security interest, in the trademarks or the applications, except for the Permitted Liens. Debtor further agrees that upon issuance by the United States Patent and Trademark Office of any registration of any such marks, the marks so registered at that time shall become Trademarks under this Agreement and shall be subject to the security interest granted hereunder. Debtor shall use its best efforts to notify Secured Party of the issuance of any such registration, and shall, unless otherwise agreed by Secured Party, execute any document required at that time to perfect the security interest in such marks, and failure to do so shall be an Event of Default under this Agreement.

4. Debtor's Use of the Patents and Trademarks. The Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) the Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it, and such failure is not cured or waived within thirty days after receipt by the Debtor of notice from the Secured Party of such failure; provided, however, if such failure cannot reasonably be cured within such thirty day period, it shall not be an Event of Default so long as the Debtor has begun to remedy the failure and in good faith continues to attempt to remedy the failure, and thereafter remedies such failure within ninety days after receipt of the original written notice of the failure; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time while such Event of Default is continuing, the Secured Party may, at its option, take any or all of the

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following actions:

(a) The Secured Party may exercise any or all remedies available under the Credit Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) The Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Party, do any and all lawful reasonable acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. Miscellaneous. This Agreement has been duly and validly authorized by all necessary action, corporate or otherwise. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective permitted participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. This Agreement shall be governed by the internal law of Arizona without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

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IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

UNIVERSAL AVIONICS
SYSTEMS CORPORATION

By _____
J.L. Naimer
Its President

WELLS FARGO BANK, NATIONAL ASSOCIATION
through its WELLS FARGO BUSINESS CREDIT
operating division

By _____

Its _____

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TRADEMARK
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IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

UNIVERSAL AVIONICS
SYSTEMS CORPORATION

By _____
J.L. Naimer
Its President

WELLS FARGO BANK, NATIONAL ASSOCIATION
through its WELLS FARGO BUSINESS CREDIT
operating division

By _____

Its Vice President

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EXHIBIT A

UNITED STATES ISSUED PATENTS

	COUNTRY	TITLE	PATENT NUMBER OR APPLICATION NUMBER	GRANT DATE OR APPLICATION FILING DATE
1.	United States	Soft start of lamp filament	5,451,841*	09/19/1995
2.	United States	Display for electronic indicator	5,467,085*	11/14/1995
3.	United States	Self-contained multifunctional LCD flight indicator	5,736,922*	04/07/1998
4.	United States	Self-contained multifunctional LCD flight indicator	5,896,098*	04/20/1999
5.	United States	Backlighting for liquid crystal display	5,440,324*	08/08/1995
6.	United States	High speed graphics fill of liquid crystal display	5,872,553*	02/16/1999
7.	United States	High speed graphics fill of liquid crystal display	6,137,471*	10/24/2000
8.	United States	High speed graphics fill of liquid crystal display	6,356,266*	03/12/2002
9.	United States	Night vision inclinometer	5,467,533*	11/21/1995

* Denotes that Universal Avionics Systems Corporation owns an equal, undivided co-ownership interest in the patent. L-3 Communications Corporation owns the remaining interest pursuant to that certain Co-ownership Agreement, dated as of December 22, 1999, by and between Universal Avionics Systems Corporation (as successor by merger to Universal Avionics Systems Corporation – Instrument Division, formerly named Advanced Displays Corporation) and L-3 Communications Corporation.

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	COUNTRY	TITLE	PATENT NUMBER OR APPLICATION NUMBER	GRANT DATE OR APPLICATION FILING DATE
10.	United States	Method for cooling a lamp backlighting module of a liquid crystal display	6,181,070*	01/30/2001
11.	United States	Method and apparatus for capping and grounding an electrical connector to prevent leakage of electromagnetic interference	6,203,371*	03/20/2001
12.	United States	Synchro-to-digital conversion with windowed peak determination	6,075,472*	06/13/2000
13.	United States	Synchro-to-digital conversion with windowed peak determination	6,222,469*	04/24/2001
14.	United States	Gamma correction of the viewing angle of a liquid crystal display	6,297,790*	10/02/2001
15.	United States	Flight Path Intent Alert System and Method	6,643,580	11/04/2003
16.	United States	Flight Plan Intent Alert System and Method	6,816,780	11/9/2004
17.	Unites States	Display Generation System	6,822,624	11/23/2004
18.	United States	TCAS VSI Display	7,095,338	8/22/2006
19.	United States	Non Linear Tape Display	7,205,907	4/17/2007
20.	United States	ANP/RNP Display	7,046,170	5/16/2006

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FOREIGN ISSUED PATENTS

	COUNTRY	TITLE	PATENT NUMBER OR APPLICATION NUMBER	GRANT DATE OR APPLICATION FILING DATE
1.	Canada	Self-contained multifunctional LCD flight indicator	2,153,160*	01/19/1999
2.	Canada	Backlighting for liquid crystal display	2,153,159*	06/20/1999
3.	Australia	Backlighting for liquid crystal display	676712*	07/10/1997
4.	Australia	Self-contained multifunctional LCD flight indicator	680470*	11/20/1997
5.	Israel	Method for cooling a lamp backlighting module of a liquid crystal display	137200/IL*	12/18/2003
6.	Canada	Method and apparatus for converting analog synchro signals to a signal representative of the status of a mechanical output component	2,317,531/CA*	01/08/1999
7.	Israel	Synchro-to-digital conversion with windowed peak determination	137169/IL*	9/20/2005
8.	Taiwan/China	Flight Path Intent Alert System and Method	NI-150977	
9.	Germany	Flight Path Intent Alert System and Method	1,121,678/DE	6/16/2004

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	COUNTRY	TITLE	PATENT NUMBER OR APPLICATION NUMBER	GRANT DATE OR APPLICATION FILING DATE
10.	United Kingdom	Flight Path Intent Alert System and Method	1,121,678/GB	6/16/2004
11.	France	Flight Path Intent Alert System and Method	1121678/FR	6/16/2004

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PATENTS PENDING

PATENTS					
	COUNTRY	TITLE	STATUS	PATENT NUMBER OR APPLICATION NUMBER	GRANT DATE OR APPLICATION FILING DATE
1.	Canada	Method for cooling a lamp backlighting module of a liquid crystal display	Pending*	2,320,932/CA	02/19/1999
2.	Japan	Flight Path Intent Alert System and Method	Pending	2000-577636/JP	10/15/1999
3.	Taiwan	Display Generation System	Pending	92125052/TW	9/10/2003
4.	Europe	Display Generation System	Pending	3749575.1/EP	9/10/2003
5.	Israel	Display Generation System	Pending	167279/IL	9/10/2003
6.	United States	LED Backlight for Flat Panel Display	Pending	11/468,606[1]	8/30/2006
7.	Patent Cooperation Treaty	LED Backlight for Flat Panel Display	Pending	PCT/ US06/3401[2]	8/30/2006
8.	United States	Method for Providing Terrain alert and Display Utilizing Temperature Compensated and GPS Altitude Data	Pending	11/221,716	9/9/2005

* Denotes that Universal Avionics Systems Corporation owns an equal, undivided co-ownership interest in the patent. L-3 Communications Corporation owns the remaining interest pursuant to that certain Co-ownership Agreement, dated as of December 22, 1999, by and between Universal Avionics Systems Corporation (as successor by merger to Universal Avionics Systems Corporation – Instrument Division, formerly named Advanced Displays Corporation) and L-3 Communications Corporation.

[1] Non-exclusive license to AAC.

[2] Assignment from American Panel Corporation is in process.

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PATENTS					
	COUNTRY	TITLE	STATUS	PATENT NUMBER OR APPLICATION NUMBER	GRANT DATE OR APPLICATION FILING DATE
9.	Israel	Method for Providing Terrain alert and Display Utilizing Temperature Compensated and GPS Altitude Data	Pending	182003/IL	3/18/2007
10.	Canada	Method for Providing Terrain alert and Display Utilizing Temperature Compensated and GPS Altitude Data	Pending	2580861	3/18/2007
11.	Europe	Method for Providing Terrain alert and Display Utilizing Temperature Compensated and GPS Altitude Data	Pending	5858128.1/EP	3/18/2007
12.	United States	Dynamic VSI Display	Pending	10/679,975	10/7/2003
13.	United States	Aircraft Ground Maneuvering Monitoring System	Pending	11/634,663	

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EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

TRADEMARKS			
REGISTRATION OR SERIAL NUMBER	NAME OF MARK	STATUS	REGISTRATION DATE
1. 2,336,428	UNIVISION	Registered	03/28/2000
3. 2,213,196	UNILINK (Stylized)	Registered	12/22/1998
4. 1,713,306	1 (Stylized)	Registered and renewed	09/08/1992
5. 1,765,635	UNS 1 (Stylized)	Registered and renewed	04/20/1993
6. 1,262,273	UNIVERSAL	Registered	12/27/1983
7. 1,241,010	U (Stylized)	Registered	06/07/1983
8. 3,290,745	VISION-1 (Stylized)	Registered	09/11/2007
9. 3,290,698	VISION-1	Registered	09/11/2007

APPLICATIONS

TRADEMARKS			
	REGISTRATION OR SERIAL NUMBER	NAME OF MARK	STATUS	REGISTRATION DATE
1.	77/106,665	SAFETY NEVER LOOKED BETTER	Pending	
2.	77/106,539	THE PERFECT FIT	Pending	

COLLECTIVE MEMBERSHIP MARKS

None

UNREGISTERED MARKS

None

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