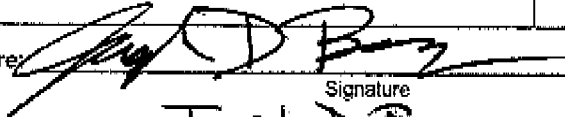


**RECORDATION FORM COVER SHEET
 TRADEMARKS ONLY**

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

<p>1. Name of conveying party(ies)/Execution Date(s): Heath Tecna Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other: _____</p> <p>Citizenship (see guidelines) <u>Delaware</u> Execution Date(s) <u>October 31, 2008</u> Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No</p> <p>Name: <u>Burdale Financial Limited, as Security Trustee</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>53 Queen Anne Street</u></p> <p>City: <u>London</u></p> <p>State: _____</p> <p>Country: <u>England</u> Zip: <u>W1G 9HP</u></p> <p><input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input checked="" type="checkbox"/> Corporation Citizenship <u>England</u> <input type="checkbox"/> Other <input type="checkbox"/> Citizenship</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p>	<p>4. Application number(s) or registration number(s) and identification or description of the Trademark.</p> <p>A. Trademark Application No.(s) _____</p> <p>B. Trademark Registration No.(s) <u>3,478,024</u></p> <p style="text-align: right;">Additional sheet(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)</p>	
<p>5. Name address of party to whom correspondence concerning document should be mailed: Name: <u>Susan O'Brien</u></p> <p>Internal Address: <u>CT Lien Solutions</u></p> <p>Street Address: <u>187 Wolf Road - Suite 101</u></p> <p>City: <u>Albany</u></p> <p>State: <u>New York</u> Zip: <u>12205</u></p> <p>Phone Number: <u>800-342-3676</u></p> <p>Fax Number: <u>800-962-7049</u></p> <p>Email Address: <u>cls-uds@albany@wolterskluwer.com</u></p>	<p>6. Total number of applications and registrations involved: <u>1</u></p> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$65.00 <input checked="" type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed</p> <p>8. Payment Information:</p> <p>a. Credit Card Last 4 Numbers <u>5683</u> Expiration Date <u>11/09</u></p> <p>b. Deposit Account Number _____ Authorized User Name: _____</p>
<p>9. Signature:  _____ Signature <u>Joseph D. Borgman</u> Name of Person Signing</p>	<p>Date: <u>11/6/08</u> Total number of pages including cover sheet, attachments, and document. <u>9</u></p>

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$40.00 3478024

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Trademark Security Agreement"), dated as of October 31, 2008, is by and between HEATH TECNA INC., a Delaware corporation ("Grantor"), and BURDALE FINANCIAL LIMITED, in its capacity as Security Trustee (in such capacity, "Secured Party") pursuant to the Facility Agreement (as hereinafter defined) acting for and on behalf of the financial institutions which are parties thereto, as lenders (each individually, a "Lender" and collectively, "Lenders").

WITNESSETH:

WHEREAS, Grantor, PAIG Acquisition Limited, a company organized under the laws of the England and Wales ("PAIG"), Premium Aircraft Interiors UK Limited, a company organized under the laws of England and Wales ("Premium Aircraft") and Sell GmbH, a company organized under the laws of Germany ("Sell", and together with Grantor, PAIG and Premium Aircraft, individually each a "Borrower" and collectively, "Borrowers"), certain affiliates of Borrowers (individually each a "Guarantor" and collectively, "Guarantors"), Secured Party and Lenders have entered into or are about to enter into financing arrangements pursuant to which Lenders may make loans and advances and provide other financial accommodations to Borrowers, all as set forth in the Facility Agreement, dated of even date herewith, by and among, Borrowers, Guarantors, Secured Party and Lenders (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Facility Agreement"), the General Security Agreement, dated of event date herewith, by and among Grantor and Secured Party (the "US Security Agreement") and the other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Trademark Security Agreement (all of the foregoing, together with the Facility Agreement, the US Security Agreement and the Trademark Security Agreement as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Finance Documents"); and

WHEREAS, under the terms of the US Security Agreement, Grantor has granted a security interest in certain property, including, without limitation, certain of its Intellectual Property, to the Secured Party, for itself and the benefit of the other Lenders, to secure the payment and performance of the Obligations and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

WHEREAS, this Trademark Security Agreement is supplemental to the provisions contained in the US Security Agreement and, in the event of an inconsistency among them, the US Security Agreement shall control over this Trademark Security Agreement.

WHEREAS, in order to induce Secured Party and Lenders to enter into the Facility Agreement and the Finance Documents and to make loans and advances and provide other financial accommodations to Borrowers pursuant thereto, Grantor has agreed to grant to Secured Party certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** Except as otherwise defined in this Trademark Security Agreement, all capitalized terms used but not otherwise defined herein have the meanings given to them in the US Security Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to the Secured Party, for itself and the benefit of the other Lenders, a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

(a) trademarks, servicemarks, trade names, trade styles, trademark and service mark applications, and licenses and rights to use any of the foregoing and all applications, registrations and recordings relating to any of the foregoing as may be filed in the United States Patent and Trademark Office, any State thereof, any political subdivision thereof or in any similar office or agency in any other country or jurisdiction, including, but not limited to, the United States trademark registrations and applications referred to on Schedule I hereto (as such schedule may be amended or supplemented from time to time);

(b) all rights and privileges arising under applicable law with respect to Grantor's use of any of the foregoing;

(c) all extensions, renewals, reissues, divisions, continuations, and continuations-in-part of any of the foregoing;

(d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill;

(e) goodwill (including any goodwill associated with any trademark or servicemark, or the license of any trademark or servicemark); and

(f) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are one and the same as those Liens granted to Secured Party in the Trademark Collateral pursuant to the US Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the US Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the US Security Agreement, the provisions of the US Security Agreement shall control. Grantor shall, concurrently with the execution and delivery of this Trademark Security Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit A annexed

hereto for the exercise of the rights and remedies granted to Secured Party under the Finance Documents.

4. **GOVERNING LAW.** The validity, interpretation and enforcement of this Trademark Security Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

5. **USE OF TRADEMARKS.** So long as no Event of Default shall have occurred and be continuing, Grantor shall be permitted to control and manage the Trademark Collateral, including the right to exclude others from making, using or selling items covered by the Trademark Collateral and any licenses thereunder, subject in all events, however, to the provisions of the Facility Agreement and the US Security Agreement.

6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Trademark Security Agreement.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

BURDALE FINANCIAL LIMITED
as Security Trustee and as Secured Party

By: *Shaid*

Name: Steven Chait

Title: Director

By: *NH*

Name: NIGEL HOGG

Title: DIRECTOR

STATE OF _____)

COUNTY OF _____)

ss.

On this ____ day of October, 2008 before me personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Burdale Financial Limited, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said company.

Notary Public

{seal}

(Signature Page to Trademark Security Agreement)

TRADEMARK
REEL: 003884 FRAME: 0006

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

List of Trademarks and Trademark Applications

TRADEMARKS
(with Application/Registration numbers, as applicable)

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Nu Look	3,478,024	7/2/08

TRADEMARK APPLICATIONS

<u>Trademark Application</u>	<u>Application/Serial Number</u>	<u>Application Date</u>
	<u>NONE.</u>	

