

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AIRCRAFT PARTS CORPORATION		01/13/2009	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Credit Suisse		
<b>Street Address:</b>	11 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	Bank:		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3047649	APC	
Registration Number:	1853490	XL	
Registration Number:	3047650	XL2	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(866)826-5420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	3016380511		
<b>Email:</b>	ipresearchplus@comcast.net		
<b>Correspondent Name:</b>	IP Research Plus, Inc.		
<b>Address Line 1:</b>	21 Tadcaster Circle		
<b>Address Line 2:</b>	Attn: Penelope J.A. Agodoa		
<b>Address Line 4:</b>	Waldorf, MARYLAND 20602		
<b>ATTORNEY DOCKET NUMBER:</b>	34065		
<b>NAME OF SUBMITTER:</b>	Penelope J.A. Agodoa		

OP \$90.00 3047649

Signature:

/pja/

Date:

01/21/2009

**Total Attachments: 7**

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**TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT**, dated as of January 13, 2009, as amended, supplemented or otherwise modified from time to time (this "Agreement") is entered into by **AIRCRAFT PARTS CORPORATION**, a New York corporation (the "Grantor"), in favor of **CREDIT SUISSE** as administrative agent and collateral agent (in such capacity, the "Agent") for the Secured Parties.

**WHEREAS**, the Grantor, TransDigm Inc., a Delaware corporation (the "Borrower"), TransDigm Group Incorporated, a Delaware corporation ("Holdings"), the lenders party thereto from time to time (the "Lenders"), the Agent and certain other parties as named therein have entered into a Credit Agreement, dated as of June 23, 2006, as amended by Amendment No. 1, dated as of January 25, 2007, and as amended, supplemented or otherwise modified from time to time (the "Credit Agreement");

**WHEREAS**, the Lenders have extended and have agreed to extend credit to the Borrower under the Credit Agreement and in order to induce the Lenders to extend credit to the Borrower and as consideration for credit previously extended to the Borrower, the Grantor has become a party to the Guarantee and Collateral Agreement dated as of June 23, 2006, as amended, supplemented, replaced or otherwise modified from time to time (the "Guarantee and Collateral Agreement"), among the Borrower, Holdings, the subsidiaries of the Borrower from time to time party thereto and the Agent;

**WHEREAS**, under the terms of the Guarantee and Collateral Agreement, the Grantor has granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantor to the Agent for the ratable benefit of the Secured Parties, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities;

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Agent hereby agree as follows:

**SECTION 1. DEFINED TERMS.** Capitalized terms not otherwise defined herein have the meanings set forth in the Guarantee and Collateral Agreement.

**SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to the Agent, for the benefit of the Secured Parties, 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) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing

or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule A,

(b) all goodwill associated therewith or symbolized thereby,

(c) all other assets, rights and interests that uniquely reflect or embody such goodwill, and

(d) any written agreement now or hereafter in effect, granting to any third party any right to use any trademark now or hereafter owned by the Grantor or that the Grantor otherwise has the right to license, or granting to the Grantor any right to use any trademark now or hereafter owned by any third party, and all rights of the Grantor under any such agreement.

SECTION 3. PRECEDENCE. The security interest granted hereby is granted in furtherance, and not in limitation, of the security interest granted to the Secured Parties under the Guarantee and Collateral Agreement. 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 control.

SECTION 4. RECORDATION. The Grantor authorizes and requests that the United States Patent and Trademark Office and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. MODIFICATION OF AGREEMENT. This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Guarantee and Collateral Agreement pursuant to which the Agent may modify this Agreement, after obtaining Grantor's approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by the Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which the Grantor no longer has or claims any right, title or interest.

SECTION 6. GENERAL.

(a) Governing Law. **THIS DOCUMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

(b) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Agent, Secured Parties and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of the Agent

or Secured Parties given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

(c) Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

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## TRADEMARK SECURITY AGREEMENT

## I. U.S. TRADEMARKS

	<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date.</u>	<u>Application No.</u>
APC (logo)		USA	3047649	Jan. 24, 2006	79593793
	XL	USA	1853490	Sept. 13, 1994	74133902
	XL2	USA	3047650	Jan. 24, 2006	76593794

Accepted and Agreed to:

CREDIT SUISSE, CAYMAN ISLANDS BRANCH, as Agent

By: 

Name: **ROBERT HETU**  
Title: **MANAGING DIRECTOR**

By: 

Name: **CHRISTOPHER REO DAY**  
Title: **ASSOCIATE**

[Trademark Agreement]

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**TRADEMARK**  
**REEL: 003927 FRAME: 0976**

IN WITNESS WHEREOF, the Grantor and the Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

AIRCRAFT PARTS CORPORATION

By: *C. Purfas*  
Name:  
Title:

[Trademark Agreement]

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