

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Aviation Devices and Electronic Components, L.L.C.		05/05/2009	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	Texas Capital Bank, National Association
Street Address:	2000 McKinney Avenue
Internal Address:	Suite 700
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	National Association: TEXAS

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2584436	AV-DEC
Registration Number:	3073990	DRUMGUM
Registration Number:	2796323	HITAK POLYURETHANE STRETCHSEAL
Registration Number:	2529806	HI-TAK TAPE
Serial Number:	76694947	THIXOFLEX GRAY
Serial Number:	76694948	SELF-LEVELING GREEN
Serial Number:	76683518	AV-DEC
Serial Number:	76694946	HITAK POLYURETHANE STRETCHSEAL

CORRESPONDENCE DATA

Fax Number: (804)344-7999
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 804-788-8523
 Email: HWRITM@hunton.com

CH \$215.00 2584436

900134643

**TRADEMARK
 REEL: 003992 FRAME: 0040**

Correspondent Name: Edward T. White - Hunton & Williams LLP
Address Line 1: 951 East Byrd Street
Address Line 2: Riverfront Plaza, East Tower
Address Line 4: Richmond, VIRGINIA 23219-4074

ATTORNEY DOCKET NUMBER:	70735.15
NAME OF SUBMITTER:	Edward T. White
Signature:	/Edward T. White/
Date:	05/22/2009

Total Attachments: 4
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TRADEMARK SECURITY AGREEMENT

May 5, 2009

WHEREAS, AVIATION DEVICES AND ELECTRONIC COMPONENTS, L.L.C. ("Grantor") owns the Trademarks and Trademark applications listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor and Texas Capital Bank, National Association ("Secured Party") have entered into that certain Credit Agreement dated May 5, 2009 (as same may be amended and in effect from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Grantor by Secured Party; and

WHEREAS, pursuant to the terms of the Security Agreement dated May 5, 2009 (as the same may be amended and in effect from time to time, the "Security Agreement") between Grantor and Secured Party, Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark applications and Trademark Licenses (as defined in the Security Agreement), and all products and proceeds thereof, to secure the payment of all Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark and Trademark application, including, without limitation, each Trademark and Trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations, divisions, modifications, substitutions, or extensions thereof;
- (2) each Trademark License, including, without limitation, each Trademark License listed on Schedule 1 annexed hereto, other than off the shelf software licenses; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 annexed hereto, any Trademark issued pursuant to a Trademark applications referred to in Schedule 1 annexed hereto and any Trademark licensed under any Trademark License listed on Schedule 1 annexed hereto.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor and Secured Party have executed this Trademark Security Agreement as of the date above.

GRANTOR:

AVIATION DEVICES AND ELECTRONIC
COMPONENTS, L.L.C.

By: _____

Jeff Bosby
Name: Jeff Bosby
Title: President

SECURED PARTY:

TEXAS CAPITAL BANK, NATIONAL
ASSOCIATION

By: _____

Name: Paul Howell
Title: Senior Vice President

IN WITNESS WHEREOF, Grantor and Secured Party have executed this Trademark Security Agreement as of the date above.

GRANTOR:

AVIATION DEVICES AND ELECTRONIC COMPONENTS, L.L.C.

By: _____

Name:

Title:

SECURED PARTY:

TEXAS CAPITAL BANK, NATIONAL ASSOCIATION

By:  _____

Name: Paul Howell

Title: Senior Vice President

Schedule I
to
Trademark Security Agreement

TRADEMARKS

Mark	Country	Owner	Serial or Reg. No.
AV-DEC (stylized)	U.S.	Aviation Devices and Electronic Components, L.L.C.	2,584,436
DRUMGUM	U.S.	Aviation Devices and Electronic Components, L.L.C.	3,073,990
HITAK POLYURETHANE STRETCHSEAL	U.S.	Aviation Devices and Electronic Components, L.L.C.	2,796,323
HI-TAK TAPE	U.S.	Aviation Devices and Electronic Components, L.L.C.	2,529,806

TRADEMARK APPLICATIONS

Mark	Country	Owner	S Reg. No.
THIXOFLEX GRAY	U.S.	Aviation Devices and Electronic Components, L.L.C.	76/694,947
SELF-LEVELING GREEN	U.S.	Aviation Devices and Electronic Components, L.L.C.	76/694,948
AV-DEC	U.S.	Aviation Devices and Electronic Components, L.L.C.	76/683,518
HITAK POLYURETHANE STRETCHSEAL	U.S.	Aviation Devices and Electronic Components, L.L.C.	76/694,946

TRADEMARK LICENSES

None.