

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CHANGE OF NAME		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Lehman Commercial Paper, Inc.		07/30/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Barclays Bank PLC		
<b>Street Address:</b>	200 Park Ave.		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10166		
<b>Entity Type:</b>	CORPORATION: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2819141	V VOUGHT PROVEN. INNOVATIVE. PARTNER.	
Registration Number:	1893942	VOUGHT	
Registration Number:	2822372	VOUGHT AIRCRAFT INDUSTRIES, INC.	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(212)822-5243		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	jlesovitz@milbank.com		
Correspondent Name:	Jeffrey Lesovitz		
Address Line 1:	1 Chase Manhattan Plaza		
Address Line 4:	New York, NEW YORK 10005		
ATTORNEY DOCKET NUMBER:	28804.04900		
NAME OF SUBMITTER:	Jeffrey Lesovitz		
Signature:	/Jeffrey Lesovitz/		

CH \$90.00 2819141

Date:

08/26/2009

**Total Attachments: 26**

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## EXECUTION COPY

### AMENDMENT, RESIGNATION, CONSENT AND APPOINTMENT AGREEMENT

This Amendment, Resignation, Consent and Appointment Agreement (this "Agreement") is entered into as of July 30, 2009, by and among Lehman Commercial Paper Inc. ("Lehman"), a debtor and debtor in possession under chapter 11 of the Bankruptcy Code (defined below) acting alone or through one or more of its branches as the Administrative Agent and Swingline Lender (in such capacities, the "Existing Agent") under that certain Credit Agreement (as defined below), the Successor Agent (as defined below), Vought Aircraft Industries, Inc., a Delaware corporation (the "Borrower"), and each Subsidiary Guarantor (each as defined in the Credit Agreement referenced below) and each Entity Pledgor (as defined in the Pledge Agreement) executing a counterpart hereof. Defined terms in the Credit Agreement have the same meanings where used herein, unless otherwise defined.

#### RECITALS

WHEREAS, the Borrower, the Funding Parties and the Existing Agent have entered into the Credit Agreement dated as of December 22, 2004 (as amended, restated, supplemented or otherwise modified, the "Credit Agreement");

WHEREAS, on October 5, 2008, the Existing Agent commenced a voluntary case under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code");

WHEREAS, the Existing Agent desires to resign as Administrative Agent and Swingline Lender under the Credit Agreement and the other Loan Documents;

WHEREAS, pursuant to Amendment No. 1 to the Credit Agreement among the Borrower, the Funding Parties party thereto and the Existing Agent (the "Amendment"), the Required Lenders and the Majority Facility Funding Parties with respect to the Revolving Facility have consented to the entry into of this Agreement and the appointment of Barclays Bank PLC ("Barclays") as successor Administrative Agent and successor Swingline Lender (in such capacities together, the "Successor Agent") under the Credit Agreement and the other Loan Documents, the Borrower desires to ratify such appointment, and the Successor Agent wishes to accept such appointment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto hereby agree as follows:

#### Section 1. Agency Resignation, Consent and Appointment.

(a) As of the Effective Date (as defined below) (i) the Existing Agent hereby resigns as the Administrative Agent as provided under Section 9.9 (Successor Administrative Agent) of the Credit Agreement and as the Swingline Lender under the Credit Agreement and shall have no further obligations under the Loan Documents in such capacities; (ii) the Required Lenders appoint Barclays as successor Administrative Agent and Swingline Lender under the Credit Agreement and the other Loan Documents in such capacity; (iii) the Borrower hereby waives any notice requirement provided for under Section 9.9 (Successor Administrative Agent) of the Credit Agreement in respect of such resignation or appointment and consents to the appointment of the Successor Agent; (iv) Barclays

hereby accepts its appointment as Successor Agent; (v) the Successor Agent shall bear no responsibility for any actions taken or omitted to be taken by the Existing Agent while the Existing Agent served as Administrative Agent and Swingline Lender under the Credit Agreement and the other Loan Documents and (vi) each of the Existing Agent, the Loan Parties and the Entity Pledgors authorizes the Successor Agent to file any Uniform Commercial Code assignments or amendments with respect to the Uniform Commercial Code financing statements, mortgages, and other filings in respect of the Collateral and the "Collateral" as defined in the Guarantee and Collateral Agreement and the Pledge Agreement (collectively, the "Vought Collateral") as the Successor Agent deems reasonably necessary or desirable, and each party hereto agrees to execute any documentation and to take such other actions as may reasonably be necessary, to evidence the resignation and appointment described herein, provided that the Existing Agent shall bear no responsibility for any actions taken or omitted to be taken by the Successor Agent under this clause (vi).

(b) The parties hereto hereby confirm that the Successor Agent succeeds to the rights and obligations of the Administrative Agent under the Loan Documents and becomes vested with all of the rights, powers, privileges and duties of the Administrative Agent and Swingline Lender under each of the Loan Documents, and the Existing Agent is discharged from all of its duties and obligations as the Administrative Agent and Swingline Lender under the Credit Agreement and the other Loan Documents, in each case as of the Effective Date.

(c) The parties hereto hereby confirm that, as of the Effective Date, all of the provisions of the Credit Agreement, including, without limitation, Section 9 (The Administrative Agent) and Section 10.5 (Payment of Expenses; Indemnification) to the extent they pertain to the Existing Agent, continue in effect for the benefit of the Existing Agent, its sub-agents and their respective affiliates, officers, directors, trustees, employees, advisors, agents and controlling Persons in respect of any actions taken or omitted to be taken by any of them while the Existing Agent was acting as Administrative Agent and Swingline Lender and inure to the benefit of the Existing Agent.

(d) The Existing Agent hereby assigns to the Successor Agent, effective on and after the Effective Date, each of the Liens and security interests granted to the Existing Agent, for the ratable benefit of the Funding Parties, under the Loan Documents and the Successor Agent hereby assumes all such Liens, for its benefit and for the ratable benefit of the Funding Parties and the other secured parties under the Security Documents.

(e) On and after the Effective Date, all possessory collateral held by the Existing Agent for the benefit of the Funding Parties shall be deemed to be held by the Existing Agent as agent and bailee for the Successor Agent for the benefit and on behalf of the Successor Agent and the Funding Parties and the other secured parties under the Security Documents until such time as such possessory collateral has been delivered to the Successor Agent. Notwithstanding anything herein to the contrary or the effectiveness of the terms hereof, each Loan Party and each Entity Pledgor agrees that all of such Liens granted by such Person shall, unless heretofore released in accordance with the terms of the Loan Documents, in all respects be continuing and in effect and are hereby ratified and reaffirmed by such Person. Without limiting the generality of the foregoing, any reference to the Existing Agent in any publicly filed document, to the extent such filing relates to the liens and security interests in the Vought Collateral assigned hereby and until such filing is modified to reflect the interests of the Successor Agent, shall, with respect to such liens and security interests, constitute a reference to the Existing Agent as collateral representative of the Successor Agent (provided that the parties hereto agree that the Existing Agent's role as such collateral representative shall impose no duties, obligations or liabilities on the Existing Agent, including, without limitation, any duty to take any type of direction regarding any action to be taken against such Vought Collateral, whether such direction

comes from the Successor Agent, the Funding Parties or otherwise, and the Existing Agent shall have the full benefit of the protective provisions of Section 9 (The Administrative Agent) including, without limitation, Section 9.7 (Indemnification), while serving in such capacity). The Successor Agent agrees to take possession of any possessory collateral delivered to the Successor Agent following the Effective Date upon tender thereof by the Existing Agent.

Section 2. Amendment. Effective as of the Effective Date, the Credit Agreement is hereby amended as follows:

(a) The reference to “Lehman Commercial Paper Inc.” in the preamble paragraph to the Credit Agreement is hereby replaced with “Barclays Bank PLC”.

(b) The definition of “Administrative Agent” in Section 1.1 (Defined Terms) of the Credit Agreement is hereby amended to read as follows:

“Administrative Agent”: Barclays Bank PLC, as the administrative agent for the Funding Parties under this Agreement and the other Loan Documents, together with any of its successors.

(c) The definition of “Federal Funds Effective Rate” in Section 1.1 (Defined Terms) of the Credit Agreement is hereby amended to read as follows:

“Federal Funds Effective Rate”: for any day, the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average of the quotations for the day of such transactions received by Barclays Bank PLC from three federal funds brokers of recognized standing selected by it.

(d) The definition of “Swingline Lender” in Section 1.1 (Defined Terms) of the Credit Agreement is hereby amended to read as follows:

“Swingline Lender”: Barclays Bank PLC, in its capacity as the lender of Swingline Loans.

(e) Each reference to Lehman Commercial Paper Inc. in its capacity as Existing Agent in the exhibits to the Credit Agreement and in the other Loan Documents is hereby deemed to refer to Barclays Bank PLC.

Section 3. Address for Notices.

(a) As of the Effective Date, the address of the “Administrative Agent” set forth in Section 10.2 (Notices) of the Credit Agreement is hereby amended to read as follows:

Barclays Bank PLC  
200 Park Avenue  
New York, New York 10166  
Attention: Craig Malloy  
Telecopy no: (646) 758 4617  
E-Mail Address: craig.malloy@barcap.com

(b) As of the Effective Date, the Borrower hereby agrees that any payment required to be made to the Successor Agent (whether for its own account or for the account of the Funding Parties) under the Credit Agreement and the other Loan Documents, including, without limitation, Section 2.19(d) (Pro Rata Treatment and Payments), shall be made to the address set forth in Section 3(a) hereof.

Section 4. Representations and Warranties.

(a) Lehman hereby represents and warrants on and as of the date hereof and on and as of the Effective Date that (i) it is legally authorized to enter into and has duly executed and delivered this Agreement and (ii) the execution and delivery by Lehman of this Agreement and the performance of its obligations hereunder have been approved by the Order Pursuant to Sections 105(a), 363(b), and 541(d) of the Bankruptcy Code and Bankruptcy Rule 6004 Authorizing Debtor to (A) Continue to Utilize its Agency Bank Account, (B) Terminate Agency Relationships and (C) Elevate Loan Participations, dated October 6, 2008 and entered by the United States Bankruptcy Court for the Southern District of New York, as to which no stay has been ordered and which has not been reversed, modified, vacated or overturned, and that no further notice, consent or order is required.

(b) The Successor Agent hereby represents and warrants on and as of the date hereof and on and as of the Effective Date that it is legally authorized to enter into and has duly executed and delivered this Agreement.

(c) The Borrower, each Subsidiary Guarantor and each Entity Pledgor hereby represents and warrants on and as of the date hereof and on and as of the Effective Date that (i) it is legally authorized to enter into and has duly executed and delivered this Agreement; (ii) no Default or Event of Default has occurred and is continuing; (iii) the representations and warranties set forth in Section 4 (Representations and Warranties) of the Credit Agreement and the representations and warranties in each other Loan Document are true and correct on and as of (a) the date of this Agreement and (b) the Effective Date with the same effect as though made on and as of the Closing Date (as defined in the Credit Agreement), except to the extent such representations and warranties expressly relate to an earlier date, in which case such representations and warranties were true and correct in all material respects as of such earlier date; (iv) Schedule 2 hereto contains a complete list of all possessory Vought Collateral delivered to the Existing Agent and all security and intellectual property filings related to the Vought Collateral; (v) the actions described on Schedule 3 hereto have been performed on or prior to the date hereof; (vi) all Liens and any other security interests created under the Loan Documents for the benefit of the Funding Parties under the Loan Documents are valid and enforceable Liens on and/or security interests in the Vought Collateral, as security for the Obligations; (vii) Schedule 4 hereto contains a true and complete list of all Subsidiaries of the Borrower as of the Effective Date; (viii) the Borrower is not the legal or beneficial owner of any promissory notes or debt securities; and (ix) the Borrower does not have any patents, trademarks, copyrights or applications thereof that are registered with the United States Patent and Trademark Office or the United States Copyright Office required to be pledged under the Credit Agreement and the other Loan Documents other than such patents, trademarks, copyrights and applications listed on the filings referred to in Schedule 2 hereto.

Section 5. Conditions Precedent to Effectiveness. For purposes of this Agreement, the term "Effective Date" means the first date on which all of the following conditions have been satisfied:

(a) Each of the parties hereto shall have executed and delivered this Agreement;

(b) The Existing Agent shall have received from the Borrower payment in immediately available funds of all costs, expenses, accrued and unpaid fees and other amounts payable to it as the Existing Agent pursuant to the Loan Documents (including fees and expenses of counsel), set forth on Schedule 1 hereto (to the extent, with respect to expenses, reasonably detailed invoices have been provided therefor), in each case to the account specified on Schedule 1 hereto;

(c) The Successor Agent and the Borrower shall have executed and delivered a fee letter in relation to the annual agency fee paid to the Administrative Agent by the Borrower;

(d) The amendments to the Credit Agreement contemplated by the Amendment shall have become effective;

(e) The Existing Agent shall have confirmed in writing that it has delivered the items set forth on Schedule 2 hereto to the Successor Agent and the Successor Agent shall have confirmed in writing that it has received the items set forth on Schedule 2 hereto;

(f) The Successor Agent shall have confirmed in writing that the Existing Agent has completed each of the tasks listed on Schedule 5 hereto; and

(g) The Successor Agent shall have confirmed in writing that the actions described in Schedule 6 hereto shall have been performed on or prior to the date hereof.

Section 6. Expenses; Further Assurances.

(a) Without limiting their obligations in any way under any of the Loan Documents, the Borrower and each Subsidiary Guarantor and Entity Pledgor reaffirms and acknowledges its obligations to the Successor Agent with respect to the Credit Agreement and the other Loan Documents and that the delivery of any agreements, instruments or any other document and any other actions taken or to be taken shall be to the satisfaction of the Successor Agent notwithstanding whether any of the foregoing was or were previously satisfactory to the Existing Agent.

(b) Each Loan Party, each Entity Pledgor and Lehman agrees that, following the Effective Date, it shall furnish, at the Borrower's expense, additional releases, amendment or termination statements and such other documents, instruments and agreements as are customary and may be reasonably requested by the Successor Agent from time to time in order to effect the matters covered hereby, including a certificate of insurance naming the Successor Agent as additional insured and loss payee.

(c) The Borrower shall reimburse the Existing Agent for all reasonable out-of-pocket costs and expenses incurred by the Existing Agent in connection with any actions taken pursuant to this Agreement.

Section 7. Release. Upon the Effective Date, each of the Loan Parties and Entity Pledgors hereby unconditionally and irrevocably waives all claims, suits, debts, liens, losses, causes of action, demands, rights, damages or costs, or expenses of any kind, character or nature whatsoever, known or unknown, fixed or contingent, which any of them may have or claim to have against Lehman (whether in its capacity as an agent, lender, hedging counterparty or otherwise) or its agents, employees, officers, affiliates, directors, representatives, attorneys, successors or assigns (collectively, the "Released Parties") to the extent arising out of or in connection with the Loan Documents or any prior Borrower request to fund or make an extension of credit under the Credit Agreement including,

without limitation, any past failure by Lehman to fund any Loan required to be funded by it under the Credit Agreement (collectively, the "Claims"). Each of the Loan Parties and Entity Pledgors further agrees forever to refrain from commencing, instituting or prosecuting any lawsuit, action or other proceeding against any Released Parties with respect to any and all of the foregoing described waived, released, acquitted and discharged Claims or from exercising any right or recoupment of setoff that it may have under a master netting agreement or otherwise against any Released Party with respect to Obligations under the Loan Documents. Each of the Released Parties shall be a third party beneficiary of this Agreement.

Section 8. Effect of Agreement. The parties hereto acknowledge that from and after the Effective Date Lehman shall have no obligation to fund any other amounts to the Borrower or its Affiliates pursuant to the Loan Documents; provided that nothing in this Agreement shall otherwise operate as a release of Lehman from any of its payment or other obligations specified in Sections 9.7 and 10.7(a) of the Credit Agreement, in its capacity as a Term Funding Party.

Section 9. Miscellaneous.

9.01. Return of Payments

(a) In the event that, after the Effective Date, the Existing Agent receives any principal, interest or other amount owing to any Funding Party or the Successor Agent under the Credit Agreement or any other Loan Document, the Existing Agent agrees that such payment shall be held in trust for the Successor Agent, and the Existing Agent shall return such payment to the Successor Agent for payment to the Person entitled thereto.

(b) In the event that, after the Effective Date, the Successor Agent receives any principal, interest or other amount owing to Existing Agent under the Credit Agreement or any other Loan Document, the Successor Agent agrees that such payment shall be held in trust for the Existing Agent, and the Successor Agent shall return such payment to the Existing Agent.

9.02. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of each of the parties hereto.

9.03. Limitation. Each party hereto hereby agrees that this Agreement (i) does not impose on the Existing Agent affirmative obligations or indemnities to which it was not already subject, as of the date of its petition commencing its proceeding under chapter 11 of the Bankruptcy Code, and that could give rise to any administrative expense claims other than claims arising as a result of (x) the failure by Lehman to perform any of its obligations hereunder or (y) any representation or warranty of Lehman set forth herein not being true and correct on and as of the date hereof and on and as of the Effective Date and (ii) is not inconsistent with the terms of the Credit Agreement.

9.04. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall be one and the same instrument.

9.05. Headings. The paragraph headings used in this Agreement are for convenience only and shall not affect the interpretation of any of the provisions hereof.

9.06. Interpretation. This Agreement is a Loan Document for all purposes of the Credit Agreement.



9.07. Confidentiality. Schedule 1 to this Agreement is exclusively for the information of the parties hereto and the information therein may not be disclosed to any third party or circulated or referred to publicly without the prior written consent of Lehman, which consent shall not be unreasonably withheld, delayed or conditioned, except that this Agreement, including such Schedules, may be disclosed, if required, in any legal, judicial or administrative proceeding or as otherwise required by law or regulation or as requested by a governmental or regulatory authority.

9.08. Confirmation of Guaranties. By signing this Agreement, each Guarantor (as defined in the Guarantee and Collateral Agreement) hereby confirms that (i) the Borrower Obligations (as defined in the Guarantee and Collateral Agreement) as modified hereby (x) are entitled to the benefits of the guarantees set forth in Section 2 of the Guaranty and Collateral Agreement and (y) constitute Borrower Obligations, and (ii) notwithstanding the effectiveness of the terms hereof, the Guaranty and Collateral Agreement is, and shall continue to be, in full force and effect and is hereby ratified and confirmed in all respects.

9.09. Confirmation by the Grantors. Each Grantor (as defined in the Guarantee and Collateral Agreement) hereby confirms and ratifies all of its obligations under the Loan Documents to which it is a party. By its execution on the respective signature lines provided below, each Grantor hereby confirms and ratifies all of its obligations and the Liens granted by it under the Security Documents to which it is a party and confirms that all references in such Security Documents to the "Credit Agreement" (or words of similar import) refer to the Credit Agreement as amended by the Amendment without impairing any such obligations or Liens in any respect.

9.10. Confirmation of Pledge Agreement. Each Entity Pledgor hereby confirms and ratifies all of its obligations under the Pledge Agreement. By its execution on the respective signature lines provided below, each Entity Pledgor hereby confirms and ratifies all of its obligations and the Liens granted by it under the Pledge Agreement and confirms that all references in such Pledge Agreement to the "Credit Agreement" (or words of similar import) refer to the Credit Agreement as amended by the Amendment without impairing any such obligations or Liens in any respect.

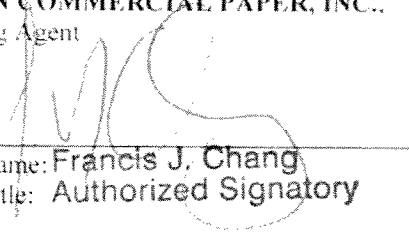
9.11. APPLICABLE LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

**LEHMAN COMMERCIAL PAPER, INC.,**  
as Existing Agent

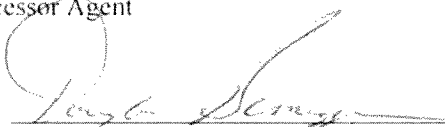
By:

  
Name: Francis J. Chang  
Title: Authorized Signatory

[AMENDMENT, RESIGNATION, CONSENT AND APPOINTMENT AGREEMENT]

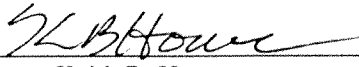
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**BARCLAYS BANK PLC,**  
as Successor Agent

By:   
Name: **DOUGLAS BERNEGGER**  
Title: **DIRECTOR**

By: \_\_\_\_\_  
Name:  
Title:

**VOUGHT AIRCRAFT INDUSTRIES, INC.,**  
as Borrower

By:   
Name: Keith B. Howe  
Title: Vice President & Chief Financial Officer

[AMENDMENT, RESIGNATION, CONSENT AND APPOINTMENT AGREEMENT]

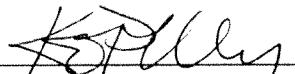
**TRADEMARK**  
**REEL: 004052 FRAME: 0585**

SUBSIDIARY GUARANTORS:


VAC INDUSTRIES, INC.

By:   
Name: Kevin P. McGlinchey  
Title: Corporate Secretary

VOUGHT COMMERCIAL AIRCRAFT COMPANY

By:   
Name: Kevin P. McGlinchey  
Title: Corporate Secretary

CONTOUR AEROSPACE CORPORATION

By:   
Name: Kevin P. McGlinchey  
Title: Corporate Secretary


ENTITY PLEDGORS:

CARLYLE PARTNERS II, L.P.

By: TC Group II, L.L.C.,  
its general partner

By: TC Group, L.L.C.,  
its managing member

By: TCG Holdings, L.L.C.,  
its managing member

By:   
Name: Adam J. Palmer  
Title: Managing Director


CARLYLE PARTNERS III, L.P.

By: TC Group III, L.P.,  
its general partner

By: TC Group III, L.L.C.,  
its general partner

By: TC Group Investment Holdings, L.P.,  
its managing member

By: TCG Holdings II, L.L.C.,  
its managing member

By:   
Name: Adam J. Palmer  
Title: Managing Director

CARLYLE INTERNATIONAL  
PARTNERS II, L.P.

By: TC Group II, L.L.C.,  
its general partner

By: TC Group, L.L.C.,  
its managing member

By: TCG Holdings, L.L.C.,  
its managing member

By:  \_\_\_\_\_

Name: Adam J. Palmer


Title: Managing Director

CARLYLE INTERNATIONAL  
PARTNERS III, L.P.

By: TC Group II, L.L.C.,  
its general partner

By: TC Group, L.L.C.,  
its managing member

By: TCG Holdings, L.L.C.,  
its managing member

By:  \_\_\_\_\_

Name: Adam J. Palmer

Title: Managing Director


CP III COINVESTMENT, L.P.

By: TC Group III, L.P.,  
its general partner

By: TC Group III, L.L.C.,  
its general partner

By: TC Group, L.L.C.,  
its managing member

By: TCG Holdings, L.L.C.,  
its managing member


By:   
Name: Adam J. Palmer  
Title: Managing Director

CARLYLE SBC PARTNERS II, L.P.

By: TC Group II, L.L.C.,  
its general partner

By: TC Group, L.L.C.,  
its managing member

By: TCG Holdings, L.L.C.,  
its managing member


By:   
Name: Adam J. Palmer  
Title: Managing Director



CARLYLE INVESTMENT GROUP, L.P.

By: TC Group, L.L.C.,  
its general partner


By: TCG Holdings, L.L.C.,  
its sole managing member

By:   
Name: Adam J. Palmer  
Title: Managing Director

CARLYLE-CONTOUR PARTNERS, L.P.

By: TC Group, L.L.C.,  
its general partner

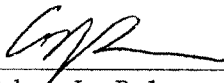
By: TCG Holdings, L.L.C.,  
its sole managing member

By:   
Name: Adam J. Palmer  
Title: Managing Director

CARLYLE-CONTOUR INTERNATIONAL  
PARTNERS, L.P.

By: TC Group, L.L.C.,  
its general partner

By: TCG Holdings, L.L.C.,  
its sole managing member

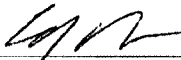
By:   
Name: Adam J. Palmer  
Title: Managing Director

[AMENDMENT, RESIGNATION, CONSENT AND APPOINTMENT AGREEMENT]

CARLYLE-AEROSTRUCTURES  
PARTNERS, L.P.

By: TC Group, L.L.C.,  
its general partner


By: TCG Holdings, L.L.C.,  
its sole managing member

By:   
Name: Adam J. Palmer  
Title: Managing Director

CARLYLE- AEROSTRUCTURES  
PARTNERS II, L.P.

By: TC Group, L.L.C.,  
its general partner

By: TCG Holdings, L.L.C.,  
its sole managing member

By:   
Name: Adam J. Palmer  
Title: Managing Director

CARLYLE-AEROSTRUCTURES INTERNATIONAL  
PARTNERS, L.P.

By: TC Group, L.L.C.,  
its general partner

By: TCG Holdings, L.L.C.,  
its sole managing member

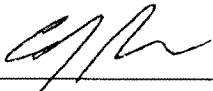
By:   
Name: Adam J. Palmer  
Title: Managing Director

[AMENDMENT, RESIGNATION, CONSENT AND APPOINTMENT AGREEMENT]

CARLYLE-AEROSTRUCTURES MANAGEMENT,  
L.P.

By: TC Group, L.L.C.,  
its general partner

By: TCG Holdings, L.L.C.,  
its sole managing member

By:   
Name: Adam J. Palmer  
Title: Managing Director

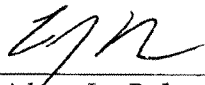
CHYP HOLDINGS, L.L.C.

By: TCG High Yield, L.L.C.,  
its general partner

By: TCG High Yield Holdings, L.L.C.,  
its managing member

By: TC Group, L.L.C.,  
its sole member

By: TCG Holdings, L.L.C.,  
its sole managing member

By:   
Name: Adam J. Palmer  
Title: Managing Director


[AMENDMENT, RESIGNATION, CONSENT AND APPOINTMENT AGREEMENT]

C/S INTERNATIONAL PARTNERS

By: TC Group II, L.L.C.,  
its general partner

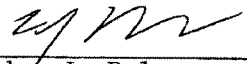
By: TC Group, L.L.C.,  
its managing member

By: TCG Holdings, L.L.C.,  
its managing member

By:   
Name: Adam J. Palmer  
Title: Managing Director

STATE BOARD ADMINISTRATION OF FLORIDA

By: Carlyle Investment Management L.L.C.,  
as Attorney-In-Fact

By:   
Name: Adam J. Palmer  
Title: \_\_\_\_\_

Schedule 1

Expenses

Payment in full of the following amounts (in the aggregate, the "Expenses"):

Amount

Costs and Expenses Payable by Borrower (the "Costs and Expenses"):

Costs and Expenses (including legal fees) \$ \_\_\_\_\_

Wire Transfer Information for the Payoff Amount:

Credit Bank:

ABA#

For Credit To:

Account No.

For Further Credit To:

Account No.

Att:

Ref:

Schedule 2

Possessory Collateral

1. Certificate No. 2 representing 100 shares of Contour Aerospace Corporation, together with an original stock power.
2. Certificate No. 5 representing 1 share of Vought Commercial Aircraft Company, together with an original stock power.
3. Certificate No. 3 representing 1,000 shares of VAC Industries, Inc., together with an original stock power.
4. The stock certificates listed on the table below, representing shares of Vought Aircraft Industries, Inc., each together with an original stock power (except for certificates 102 and 103):

Cert. Number	Number of Shares
4	50,000
5	32,580
6	7,993
9	7,519
11	450
12	10,000
13	1,600
15	425
16	8,500
17	7,800
18	7,620
20	12,000
21	15,019
69	16,158,770
70	494,730
71	600,000
74	1,991,530
75	90,773
76	1,677,351
77	90,212
78	108,088
79	24,881
80	378,204
81	621,855
82	1,934
83	476,332
84	246,870
85	773,754
87	7,093
88	1,978

<b>Cert. Number</b>	<b>Number of Shares</b>
89	121,994
90	5,561
91	102,749
92	5,526
93	6,621
94	1,524
95	23,167
96	38,093
97	118
98	29,179
99	15,122
100	47,398
101	4,496
102	434
103	121

The following stock certificates are held by the Existing Agent but have been cancelled:

<b>Cert. Number</b>	<b>Number of Shares</b>
7	5,860
8	10,000
10	50,000
14	12,500
22	25,000
23	50,000
24	187,500
86	73,388

Intellectual Property Filings

Security Agreement filed with the Assignment Division of the U.S. Patent and Trademark Office on 1/4/2005 at Reel 015509, Frame 0322.

Security Interest filed with the Assignment Division of the U.S. Patent and Trademark Office on 1/5/2005 at Reel 003002, Frame 0144.

UCC Filings

<u>No</u>	<u>Jurisdiction</u>	<u>Debtor</u>	<u>UCC-1 File Date</u>	<u>UCC-1 File Number</u>
1.	Delaware	Contour Aerospace Corporation	12/27/04	43649417
2.	Delaware	VAC Industries, Inc.	12/27/04	43649219

<u>No</u>	<u>Jurisdiction</u>	<u>Debtor</u>	<u>UCC-1 File Date</u>	<u>UCC-1 File Number</u>
3.	Delaware	Vought Aircraft Industries, Inc.	12/27/04	43649045
4.	Delaware	Vought Commercial Aircraft Company	12/27/04	43649185
5.	Georgia	Vought Aircraft Industries, Inc.	4/8/05	Book: 760 Page: 218
6.	Tennessee	Vought Aircraft Industries, Inc.	2/7/05	20050207- 0014340

Mortgages

<u>Address/City/State/Zip Code</u>	<u>County</u>	<u>Filing Jurisdiction</u>
West Highway 22 Milledgeville, GA 31061	Baldwin	Baldwin
1431 Vultee Boulevard Nashville, Tennessee	Davidson	Davidson



Schedule 3

1. Each of Contour Aerospace Corporation, VAC Industries, Inc., Vought Commercial Aircraft Company and Vought Aircraft Industries, Inc. is party to the Guarantee and Collateral Agreement and each of the parties listed below is party to the Pledge Agreement:

C/S International Partners
Carlyle International Partners II, L.P.
Carlyle International Partners III, L.P.
Carlyle Investment Group, L.P.
Carlyle Partners II, L.P.
Carlyle Partners III, L.P.
Carlyle SBC Partners II, L.P.
Carlyle-Aerostructures International Partners, L.P.
Carlyle-Aerostructures Management, L.P.
Carlyle-Aerostructures Partners II, L.P.
Carlyle-Aerostructures Partners, L.P.
Carlyle-Contour International Partners, L.P.
Carlyle-Contour Parters, L.P.
CHYP Holdings, L.L.C.
CP III Coinvestment, L.P.
Florida State Board of Administration
Vern Broomall
Cletus Glasener
William J. McKenna
Judith Northup
Margo Parker
Tom Risley
A.R. Rudnicki
Erich Smith
W. Bruce White, Jr.
Robert Vose
Wendy G. Hargus as trustee for Vought Aircraft Industries, Inc. Rabbi Trust

2. All outstanding equity interests and promissory notes (with appropriate transfer instruments) owned by or on behalf of each Loan Party have been pledged pursuant to the Guarantee and Collateral Agreement.

3. All Uniform Commercial Code financing statements and other appropriate documents and instruments required to create and/or perfect the Liens intended to be created and/or perfected under the Guarantee and Collateral Agreement have been filed, registered, recorded or delivered.

4. All Mortgages, title insurance policies, abstracts, appraisals, legal opinions and other appropriate real estate security documents with respect to all Mortgaged Properties have been filed, registered, recorded or delivered pursuant to the Guarantee and Collateral Agreement.

5. All consents and approvals required to be obtained in connection with the execution and delivery of all Security Documents, the performance of the obligations thereunder and the granting of the Liens thereunder have been obtained.

Schedule 4

VAC Industries, Inc.  
Vought Commercial Aircraft Company  
Contour Aerospace Corporation

Schedule 5

The Existing Agent shall have delivered to the Successor Agent:

- a) copies of the Loan Documents in its possession existing as of the date hereof, together with all amendments and supplements thereto; and
- b) (i) copies of all of the Existing Agent's books and records concerning the Loans, Commitments and Letters of Credit (including without limitation all of those books and records that evidence the amount of principal, interest and other sums due and exposure under the Loan Documents), and (ii) such other information and data as shall be reasonably necessary for the Successor Agent to establish an Intralinks website (or substantially similar electronic transmission system) for purposes of general communications with the parties to the Loan Documents.

Schedule 6

1. The Successor Agent and the Borrower shall have executed and delivered a fee letter in relation to the annual agency fee to be paid to the Administrative Agent by the Borrower.
2. Amendments to the intellectual property filings listed on Schedule 2 hereto shall have been filed naming the Successor Agent as the new assignee.
3. Uniform Commercial Code lien searches shall have been completed for each Loan Party in the jurisdictions described in Schedule 2 hereto.
4. UCC-3 assignments shall have been filed with respect to the Uniform Commercial Code filings listed on Schedule 2 hereto.
5. The Existing Agent shall have executed an assignment of deed of trust and an assignment of deed to secure debt (as applicable and as reasonably necessary), in form and substance satisfactory to the Successor Agent, with regard to the deed of trust and the deed to secure debt set forth on Schedule 2 hereto (provided that neither the Existing Agent nor the Successor Agent shall be responsible for the filing, form or content of any such assignments or the applicable deed of trust or deed to secure debt).
6. Insurance certificates satisfying the requirements of the Credit Agreement shall have been obtained naming the Successor Agent as an additional insured and loss payee.
7. Borrower shall have provided a list of each Grantor under the Guarantee and Collateral Agreement as of the close of business on the date of this Agreement.
8. Borrower shall have provided a list of each Pledgor under the Pledge Agreement as of the close of business on the date of this Agreement.