

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Collateral Security and Pledge Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kaman Corporation		09/17/2009	CORPORATION: CONNECTICUT
Kaman Aerospace Group, Inc.		09/17/2009	CORPORATION: CONNECTICUT
Kamatics Corporation		09/17/2009	CORPORATION: CONNECTICUT
Kaman Precision Products, Inc.		09/17/2009	CORPORATION: FLORIDA
Kaman Aerospace Corporation		09/17/2009	CORPORATION: DELAWARE
Kaman Aerostructures Group - Wichita, Inc.		09/17/2009	CORPORATION: DELAWARE
Kaman Aerostructures - Wichita, Inc.		09/17/2009	CORPORATION: DELAWARE
Kaman Industrial Technologies Corporation		09/17/2009	CORPORATION: CONNECTICUT
Kaman X Corporation		09/17/2009	CORPORATION: CONNECTICUT
K-MAX Corporation		09/17/2009	CORPORATION: CONNECTICUT

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	101 N. Tryon St.
Internal Address:	Mail Code: NC1-001-15-14
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	a national banking association: UNITED STATES

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	1122316	KAMAN
Registration Number:	2016035	GUARDIAN
Registration Number:	1648749	MAGIC LANTERN
Registration Number:	2737882	GAGEPROX

OP \$590.00 1122316

Registration Number:	1800073	SPYGLASS
Registration Number:	1986390	CAN VIEW
Registration Number:	0938080	FIREBIRD
Registration Number:	1788850	K-MAX
Registration Number:	0719916	KAMAN
Registration Number:	0566080	KAMAN PERFORMANCE
Registration Number:	3291693	BACKBONE
Registration Number:	2791934	FIBERLON
Registration Number:	0856479	KACARB
Registration Number:	0945182	KAFLEX
Registration Number:	1143946	KAMATICS
Registration Number:	0981944	KARON
Registration Number:	1285836	KATHERM
Registration Number:	2800788	RELIAMET
Registration Number:	3000819	TUFFLEX
Serial Number:	77688327	KARON
Serial Number:	77608969	RELIAMARK
Registration Number:	1050998	KAMAN
Registration Number:	1648431	TRANS-POWER

CORRESPONDENCE DATA

Fax Number: (617)951-8736
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617-951-8075
Email: shannon.mcguire@gmail.com
Correspondent Name: Shannon L. McGuire
Address Line 1: One Federal Street
Address Line 2: c/o Bingham McCutchen LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Shannon L/ McGuire
Signature:	/SLM/
Date:	09/17/2009

Total Attachments: 28
source=Kaman- Trademark Security Agreement#page1.tif
source=Kaman- Trademark Security Agreement#page2.tif
source=Kaman- Trademark Security Agreement#page3.tif
source=Kaman- Trademark Security Agreement#page4.tif

source=Kaman- Trademark Security Agreement#page5.tif
source=Kaman- Trademark Security Agreement#page6.tif
source=Kaman- Trademark Security Agreement#page7.tif
source=Kaman- Trademark Security Agreement#page8.tif
source=Kaman- Trademark Security Agreement#page9.tif
source=Kaman- Trademark Security Agreement#page10.tif
source=Kaman- Trademark Security Agreement#page11.tif
source=Kaman- Trademark Security Agreement#page12.tif
source=Kaman- Trademark Security Agreement#page13.tif
source=Kaman- Trademark Security Agreement#page14.tif
source=Kaman- Trademark Security Agreement#page15.tif
source=Kaman- Trademark Security Agreement#page16.tif
source=Kaman- Trademark Security Agreement#page17.tif
source=Kaman- Trademark Security Agreement#page18.tif
source=Kaman- Trademark Security Agreement#page19.tif
source=Kaman- Trademark Security Agreement#page20.tif
source=Kaman- Trademark Security Agreement#page21.tif
source=Kaman- Trademark Security Agreement#page22.tif
source=Kaman- Trademark Security Agreement#page23.tif
source=Kaman- Trademark Security Agreement#page24.tif
source=Kaman- Trademark Security Agreement#page25.tif
source=Kaman- Trademark Security Agreement#page26.tif
source=Kaman- Trademark Security Agreement#page27.tif
source=Kaman- Trademark Security Agreement#page28.tif

**TRADEMARK COLLATERAL
SECURITY AND PLEDGE AGREEMENT**

TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT (this "Trademark Security Agreement") dated as of September 17, 2009, among (a) **KAMAN CORPORATION**, a Connecticut corporation (the "Company"), (b) **KAMAN AEROSPACE GROUP, INC.**, a Connecticut corporation, **KAMATICS CORPORATION**, a Connecticut corporation, **KAMAN PRECISION PRODUCTS, INC.**, a Florida corporation, **KAMAN AEROSPACE CORPORATION**, a Delaware corporation, **KAMAN AEROSTRUCTURES GROUP - WICHITA, INC.**, a Delaware corporation, **KAMAN AEROSTRUCTURES - WICHITA, INC.**, a Delaware corporation, **KAMAN INDUSTRIAL TECHNOLOGIES CORPORATION**, a Connecticut corporation, **KAMAN X CORPORATION**, a Connecticut corporation, and **K-MAX CORPORATION**, a Connecticut corporation (each a "Guarantor", and collectively, the "Guarantors"), (c) each other party as shall from time to time become a party hereto (each such other party, the Company and the Guarantors being hereinafter referred to from time to time, individually, as a "Grantor" and, collectively, as the "Grantors") and (d) **BANK OF AMERICA, N.A.** ("Bank of America"), as collateral agent (hereinafter, in such capacity, the "Collateral Agent") for the Senior Secured Parties under, and as defined in, the Intercreditor Agreement, dated as of the date hereof (as amended, restated, extended, supplemented, modified and otherwise in effect from time to time, the "Intercreditor Agreement"), by and among the Revolving Loan Administrator, the Term Loan Administrator and the Collateral Agent and acknowledged by the Loan Parties (as defined in the Intercreditor Agreement) signatory thereto.

WHEREAS, (a) the Company, the Collateral Agent, the lenders party thereto from time to time (the "Revolving Loan Lenders"), Bank of America and The Bank of Nova Scotia, each as a Co-Administrative Agent for the Revolving Loan Lenders, Bank of America, as Administrator for the Revolving Loan Lenders (in such capacity, the "Revolving Loan Administrator") and as Collateral Agent, RBS Citizens, National Association, as Syndication Agent, and certain other parties thereto from time to time, have entered into that certain Revolving Credit Agreement, dated as of the date hereof (as amended, restated, extended, supplemented, modified and otherwise in effect from time to time, the "Revolving Credit Agreement"), (b) the Guarantors have entered into a Domestic Subsidiary Guarantee pursuant to which they have Guaranteed the Obligations (as defined in the Revolving Credit Agreement), (c) the Company, the Collateral Agent, the lenders party thereto from time to time (the "Term Loan Lenders"), Bank of America and The Bank of Nova Scotia, each as a Co-Administrative Agent for the Term Loan Lenders, Bank of America, as Administrator for the Term Loan Lenders (in such capacity, the "Term Loan Administrator"), and certain other parties thereto, have entered into that certain Amended and Restated Term Loan Credit Agreement, dated as of the date hereof (as amended, restated, extended, supplemented, modified and otherwise in effect from time to time, the "Term Loan Credit Agreement" and together with the Revolving Credit Agreement, the "Credit Agreements"), and (d) the Guarantors have entered into a Domestic Subsidiary Guarantee pursuant to which they have Guaranteed the Obligations (as defined in the Term Loan Credit Agreement);

WHEREAS, it is (i) a condition precedent to the Revolving Loan Lenders making any loans or otherwise extending credit to the Borrowers under, and as defined in, the Revolving Credit Agreement and (ii) a requirement under the Term Loan Credit Agreement that the Grantors execute and deliver to the Collateral Agent, for the benefit of the Senior Secured Parties, a trademark security agreement in substantially the form hereof; and

WHEREAS, each Grantor has executed and delivered to the Collateral Agent, for the benefit of the Senior Secured Parties, a Security Agreement dated as of the date hereof (as amended, restated, extended, supplemented, modified and otherwise in effect from time to time, the "Security Agreement"), pursuant to which each Grantor has granted to the Collateral Agent, for the benefit of the Senior Secured Parties, a security interest in such Grantor's personal property and fixture assets, including without limitation the federally registered trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule A attached hereto, all to secure the payment and performance of the Senior Obligations (as defined in the Intercreditor Agreement); and

WHEREAS, this Trademark Security Agreement is supplemental to the provisions contained in the Security Agreement;

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

1. DEFINITIONS.

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Intercreditor Agreement and the Security Agreement. In addition, the following terms shall have the meanings set forth in this Section 1 or elsewhere in this Trademark Security Agreement referred to below:

Assignment of Marks. See Section 2.1.

Associated Goodwill. All goodwill of each Grantor and its business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

Pledged Trademarks. All of each Grantor's right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, the Related Assets, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing.

PTO. The United States Patent and Trademark Office.

Related Assets. All assets, rights and interests of each Grantor that uniquely reflect or embody the Associated Goodwill, including the following:

(a) all patents, inventions, copyrights, trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing and production and

delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating to the manufacture, production, delivery, provision and sale of goods or services under or in association with any of the Trademarks; and

(b) the following documents and things in the possession or under the control of such Grantor, or subject to its demand for possession or control, related to the production, delivery, provision and sale by such Grantor, or any affiliate, franchisee, licensee or contractor, of products or services sold by or under the authority of such Grantor in connection with the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date hereof:

(i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of such Grantor, its affiliates or franchisees or licensees or contractors, for products or services sold under or in connection with the Trademarks or Trademark Rights, including all lists and documents containing information regarding each customer's, dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity;

(ii) all agreements (including franchise agreements), product and service specification documents and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with the Trademarks or Trademark Rights;

(iii) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services under or in connection with the Trademarks or Trademark Rights; and

(iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by such Grantor (or any of its affiliates, franchisees, licensees or contractors) of products or services sold under or in connection with the Trademarks or Trademark Rights.

Trademark License Rights. Any and all past, present or future rights and interests of any Grantor pursuant to any and all past, present and future franchising or licensing agreements in favor of such Grantor, or to which such Grantor is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties in the past, present or future, including the right (but not the obligation) in the name of such Grantor or the Collateral Agent to enforce, and sue and recover for, any breach or violation of any such agreement to which such Grantor is a party.

Trademark Registrations. All past, present or future federal, state, local and foreign registrations of the Trademarks, all past, present and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of any Grantor or the Collateral Agent, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

Trademark Rights. Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of any Grantor or the Collateral Agent for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

Trademark Security Agreement. This Trademark Collateral Security and Pledge Agreement, as amended and in effect from time to time.

Trademarks. All of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of any Grantor, that (i) are set forth on Schedule A hereto, or (ii) have been adopted, acquired, owned, held or used by such Grantor or are now owned, held or used by such Grantor, in such Grantor's business, or with such Grantor's products and services, or in which such Grantor has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and used by such Grantor in such Grantor's business or with such Grantor's products and services, or in which such Grantor in the future acquires any right, title or interest. To the extent that "Trademark" refers to a third party trademark used or licensed by any Grantor, it shall mean such Grantor's license rights in such trademark and not the underlying third-party trademark itself.

Use. With respect to any Trademark, all uses of such Trademark by, for or in connection with any Grantor or its business or for the direct or indirect benefit of such Grantor or its business, including all such uses by such Grantor itself, by any of the Affiliates of such Grantor, or by any franchisee, licensee or contractor of such Grantor.

Unless otherwise provided herein, the rules of interpretation set forth in Section 1.2 of the Intercreditor Agreement shall be applicable to this Trademark Security Agreement.

2. GRANT OF SECURITY INTEREST.

2.1. Security Interest. As collateral security for the payment and performance in full of all of the Senior Obligations, each Grantor hereby unconditionally grants to the Collateral Agent,

for the benefit of the Senior Secured Parties, a continuing security interest in, and first priority lien on, the Pledged Trademarks, and pledges and mortgages (but does not transfer title to) the Pledged Trademarks to the Collateral Agent for the benefit of the Senior Secured Parties.

2.2. Conditional Assignment; Assignment of Marks. In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Pledged Trademarks provided in Section 2.1, each Grantor grants, assigns, transfers, conveys and sets over to the Collateral Agent, for the benefit of the Senior Secured Parties, such Grantor's entire right, title and interest in and to the Pledged Trademarks; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only (i) upon or after the occurrence and during the continuance of an Event of Default and (ii) either (A) upon the written demand of the Collateral Agent at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by the Collateral Agent) upon an Event of Default for which acceleration of the Loans is automatic under either Credit Agreement or upon the sale or other disposition of, or foreclosure upon, the Collateral pursuant to the Security Agreement, the Intercreditor Agreement and applicable law (including the transfer or other disposition of the Collateral by any Grantor to the Collateral Agent or its nominee in lieu of foreclosure). In addition, each Grantor has executed in blank and delivered to the Collateral Agent an assignment of federally registered trademarks and trademark registration applications in substantially the form of Exhibit 1 hereto (the "Assignment of Marks"). Each Grantor hereby authorizes the Collateral Agent to complete as assignee and record with the PTO the Assignment of Marks upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Collateral Agent's remedies under this Trademark Security Agreement, the Security Agreement and the Intercreditor Agreement; provided, however, that to the extent the Event of Default that causes the assignment and transfer pursuant to this Section 2.2 to become effective has been cured and no other Default or Event of Default has occurred and is continuing, the Collateral Agent shall reassign and reconvey to the applicable Grantor any Pledged Trademarks of such Grantor then held by the Collateral Agent.

2.3. Excluded Trademark Collateral. (a) The grant of the security interest contained in Section 2.1, and the conditional assignment contained in Section 2.2, shall not extend to, and the term "Pledged Trademarks" shall not include, any general intangibles, now or hereafter held or owned by any Grantor, to the extent, in each case, that (i) a security interest may not be granted by such Grantor in such general intangibles as a matter of law, or under the terms of the governing document applicable thereto, without the consent of one or more applicable parties thereto and (ii) such consent has not been obtained.

(b) The grant of the security interest contained in Section 2.1, and the conditional assignment contained in Section 2.2 shall extend to, and the term "Pledged Trademarks" shall include, (i) any and all proceeds of such general intangibles to the extent that such proceeds are not themselves general intangibles subject to Section 2.3(a) and (ii) upon any such applicable party or parties' consent with respect to any otherwise excluded general intangibles being obtained, thereafter such general intangibles.

(c) The provisions of Section 2.3(a) shall not apply to (i) general intangibles to the extent that the restriction on the Grantor granting a security interest therein is not effective under applicable law or (ii) payment intangibles.

2.4. Supplemental to Security Agreement. Pursuant to the Security Agreement each Grantor has granted to the Collateral Agent, for the benefit of the Senior Secured Parties, a continuing security interest in, and lien on, the Collateral (including the Pledged Trademarks). The Security Agreement, and all rights and interests of the Collateral Agent in and to the Collateral (including the Pledged Trademarks) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Trademark Security Agreement, the grant, assignment, transfer and conveyance of the Pledged Trademarks hereunder, or the recordation of this Trademark Security Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Collateral Agent in the Collateral (including the Pledged Trademarks) pursuant to the Security Agreement and this Trademark Security Agreement, the attachment and perfection of such security interest under the UCC (including the security interest in the Pledged Trademarks), or any present or future rights and interests of the Collateral Agent in and to the Collateral under or in connection with the Security Agreement, this Trademark Security Agreement or the UCC. Any and all rights and interests of the Collateral Agent in and to the Pledged Trademarks (and any and all obligations of each Grantor with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement, and be cumulative and in addition to, the rights and interests of the Collateral Agent (and the obligations of each Grantor) in, to or with respect to the Collateral (including the Pledged Trademarks) provided in, or arising under, or in connection with, the Security Agreement and shall not be in derogation thereof.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Each Grantor represents, warrants and covenants that: (i) Schedule A attached hereto sets forth a true and complete list of all Trademark Registrations now owned, licensed, controlled or used by such Grantor; (ii) the Trademarks and Trademark Registrations are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the Trademarks or Trademark Registrations; (iii) to the best of such Grantor's knowledge, each of the Trademarks and Trademark Registrations is valid and enforceable; (iv) to the best of such Grantor's knowledge, there is no infringement by others of the Trademarks, Trademark Registrations or Trademark Rights; (v) no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person, and to the best of such Grantor's knowledge, there is no infringement by such Grantor of the trademark rights of others; (vi) such Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks (other than ownership and other rights reserved by third party owners with respect to Trademarks that such Grantor is licensed to use), free and clear of any liens, charges, encumbrances and adverse claims, including pledges, assignments, licenses, registered user agreements and covenants by such Grantor not to sue third persons, other than the security interest and assignment created by the Security Agreement and this Trademark Security Agreement and licenses permitted under the Credit Agreements; (vii) such Grantor has the unqualified right to enter into this Trademark Security Agreement and to perform its terms and will use commercially reasonable efforts to enter into any written agreement with each of its present and future employees, agents, consultants, licensors and licensees as are necessary to enable such Grantor to comply with the covenants herein contained; (viii) such Grantor has used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of the Trademarks; (ix) such Grantor has used, and will continue to use for the duration of

this Trademark Security Agreement, consistent standards of quality in its manufacture and provision of products and services sold or provided under the Trademarks; (x) this Trademark Security Agreement, together with the Security Agreement, will create in favor of the Collateral Agent a valid and perfected first priority security interest in the Pledged Trademarks set forth on Schedule A hereto upon making the filings referred to in clause (xi) of this Section 3; and (xi) with respect to the Pledged Trademarks set forth on Schedule A hereto, except for the filing of financing statements with the Secretary of States for the State of Connecticut, the State of Delaware and the State of Florida under the UCC and the recording of this Trademark Security Agreement with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (A) for the grant by such Grantor or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Trademark Security Agreement by such Grantor, or (B) for the perfection of the liens and security interests granted hereby, or the exercise by the Collateral Agent of any of its rights and remedies hereunder.

4. INSPECTION RIGHTS.

Each Grantor hereby grants the Collateral Agent or any of its officers or assignees to visit and inspect such Grantor's properties that manufacture, inspect or store products sold under any of the Trademarks and to inspect the products and quality control records relating thereto, all at such reasonable times, upon reasonable notice, in a reasonable manner and as often as the Collateral Agent may reasonably request; provided, however, that when an Event of Default exists the Collateral Agent (or any its respective representatives or independent contractors) may do any of the foregoing at the expense of such Grantor at any time during normal business hours and without advance notice; provided, further, however, that any such visit, inspection or examination, whether during the existence of an Event of Default or otherwise shall be subject to compliance with all applicable security regulations and requirements of any governmental authority and such Grantor's reasonable policies and practices applicable to safeguarding its trade secrets and proprietary products and practices. Each Grantor agrees with the Collateral Agent that such policies and practices may restrict access by the Collateral Agent to certain areas of certain facilities of each Grantor, but that such policies and practices shall not restrict in any material respect access by the Collateral Agent to personnel of such Grantor.

5. NO TRANSFER OR INCONSISTENT AGREEMENTS.

Without the Collateral Agent's prior written consent and except for licenses of the Pledged Trademarks in the ordinary course of any Grantor's business consistent with its past practices, and except as permitted by the Credit Agreements, no Grantor will (i) mortgage, pledge, assign, encumber, grant a security interest in or lien on, transfer, license or alienate any of the Pledged Trademarks, or (ii) enter into any agreement (for example, a license agreement) that is inconsistent with such Grantor's obligations under this Trademark Security Agreement or the Security Agreement.

6. AFTER-ACQUIRED TRADEMARKS, ETC.

6.1. After-acquired Trademarks. If, before the Senior Obligations shall have been indefeasibly and finally paid and satisfied in full in cash or if there shall exist any commitment or

obligation of the Senior Secured Parties under any Loan Document (as defined in each Credit Agreement), any Grantor shall obtain any right, title or interest in or to any other or new Trademarks, Trademark Registrations or Trademark Rights, the provisions of this Trademark Security Agreement shall automatically apply thereto and such Grantor shall promptly provide to the Collateral Agent notice thereof in writing and execute and deliver to the Collateral Agent such documents or instruments as the Collateral Agent may reasonably request further to implement, preserve or evidence the Collateral Agent's interest therein.

6.2. Amendment to Schedule. Each Grantor authorizes the Collateral Agent to modify this Trademark Security Agreement and the Assignment of Marks, without the necessity of any Grantor's further approval or signature, by amending Schedule A hereto and the Annex to the Assignment of Marks to include any future or other Trademarks, Trademark Registrations or Trademark Rights under Section 2 or Section 6.

7. TRADEMARK PROSECUTION.

7.1. Grantors Responsible. Each Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Pledged Trademarks, and shall hold each of the Collateral Agent and any other Senior Secured Party harmless from any and all costs, damages, liabilities and expenses that may be incurred by the Collateral Agent or any other Senior Secured Party in connection with the Collateral Agent's interest in the Pledged Trademarks or any other action or failure to act in connection with this Trademark Security Agreement or the transactions contemplated hereby.

7.2. Grantors' Duties, etc. Each Grantor shall have the right and the duty to prosecute diligently any trademark registration applications of the Trademarks pending as of the date of this Trademark Security Agreement or thereafter, to preserve and maintain all rights in the Trademarks and Trademark Registrations, including the filing of appropriate renewal applications and other instruments to maintain in effect the Trademark Registrations and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the Trademarks or Trademark Registrations, in each case, in a commercially reasonable manner to the extent that such Grantor, in the exercise of its reasonable business judgment based upon the circumstances then existing, deems warranted. No Grantor may abandon any filed trademark registration application, or any Trademark Registration or Trademark unless such abandonment is in a commercially reasonable manner consistent with such Grantor's reasonable business judgment based upon the circumstances then existing. Any expenses incurred in connection with such applications and actions shall be borne by the Grantors.

7.3. Grantors' Enforcement Rights. Each Grantor shall have the right and the duty to bring suit or other action in such Grantor's own name to maintain and enforce the Trademarks, the Trademark Registrations and the Trademark Rights, in each case, in a commercially reasonable manner to the extent that such Grantor, in the exercise of its reasonable business judgment based upon the circumstances then existing, deems warranted. Any Grantor may require the Collateral Agent to join in such suit or action as necessary to assure such Grantor's ability to bring and maintain any such suit or action in any proper forum if (but only if) the

Collateral Agent is completely satisfied that such joinder will not subject the Collateral Agent or any other Senior Secured Party to any risk of liability. Each Grantor shall promptly, upon demand, reimburse and indemnify the Collateral Agent for all damages, costs and expenses, including legal fees, incurred by the Collateral Agent pursuant to this Section 7.3.

7.4. Protection of Trademarks, etc. In general, each Grantor shall take any and all such actions (including institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Pledged Trademarks in a commercially reasonable manner to the extent that such Grantor, in the exercise of its reasonable business judgment based upon the circumstances then existing, deems warranted. Subject to Section 7.2, no Grantor shall take or fail to take any action, nor permit any action to be taken or not taken by others under its control, that would adversely affect the validity, grant or enforcement of the Pledged Trademarks.

7.5. Notification by Grantors. Promptly upon obtaining knowledge thereof, the Grantors will notify the Collateral Agent in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any material portion of the Trademarks or Trademark Registrations or any Grantor's rights, title or interests in and to any material portion of the Pledged Trademarks, and of any event that does or reasonably could materially adversely affect the value of any material portion of the Pledged Trademarks, the ability of any Grantor or the Collateral Agent to dispose of any material portion of the Pledged Trademarks or the rights and remedies of the Collateral Agent in relation thereto (including but not limited to the levy of any legal process against any of the Pledged Trademarks).

8. REMEDIES.

If any Event of Default shall have occurred and be continuing, then at the discretion of the Collateral Agent, or upon instructions by the requisite Lenders, as provided for in the relevant provision of the Intercreditor Agreement or, if the Intercreditor Agreement has been terminated, as provided for in the relevant provisions of the applicable Credit Agreement, and upon notice by the Collateral Agent to any Grantor, the Collateral Agent shall have, in addition to all other rights and remedies given it by this Trademark Security Agreement (including, without limitation, those set forth in Section 2.2, the Intercreditor Agreement, the Security Agreement and the other Loan Documents (as defined in each Credit Agreement), those allowed by law and the rights and remedies of a secured party under the UCC, and, without limiting the generality of the foregoing, the Collateral Agent may, immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to any Grantor, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Pledged Trademarks, or any interest that any Grantor may have therein, and after deducting from the proceeds of sale or other disposition of the Pledged Trademarks all expenses incurred by the Collateral Agent in enforcing its rights and remedies under this Trademark Security Agreement (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Senior Obligations, subject to the terms of the Intercreditor Agreement, in accordance with Section 8.03 of each Credit Agreement. Notice of any sale, license or other disposition of the Pledged Trademarks shall be given to the Grantors at least ten

(10) Business Days before the time that any intended public sale or other public disposition of the Pledged Trademarks is to be made or after which any private sale or other private disposition of the Pledged Trademarks may be made, which each Grantor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Collateral Agent may, to the extent permitted under applicable law, purchase or license the whole or any part of the Pledged Trademarks or interests therein sold, licensed or otherwise disposed of.

9. COLLATERAL PROTECTION.

If any Grantor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of any Grantor shall be breached in any material respect, the Collateral Agent, in its own name or that of such Grantor (in the sole discretion of the Collateral Agent), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and the Grantors jointly and severally agree promptly to reimburse the Collateral Agent for any cost or expense incurred by the Collateral Agent in so doing.

10. POWER OF ATTORNEY.

Each Grantor does hereby make, constitute and appoint the Collateral Agent (and any officer or agent of the Collateral Agent as the Collateral Agent may select in its exclusive discretion) as such Grantor's true and lawful attorney-in-fact, with full power of substitution and with the power, to the extent permitted by applicable law, to endorse such Grantor's name on all applications, documents, papers and instruments necessary for the Collateral Agent to use the Pledged Trademarks, or to grant or issue any exclusive or nonexclusive license of any of the Pledged Trademarks to any third person, or to take any and all actions necessary for the Collateral Agent to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Trademarks or any interest of such Grantor therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that such Grantor is obligated to execute and do hereunder; provided that the Collateral Agent (and any such aforesaid officer or agent of the Collateral Agent) shall only take such actions as such Grantor's attorney-in-fact upon the occurrence and continuance of an Event of Default. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and releases each of the Collateral Agent and the Senior Secured Parties from any claims, liabilities, causes of action or demands arising out of, or in connection with, any action taken or omitted to be taken by the Collateral Agent under this power of attorney (except for the Collateral Agent's gross negligence or willful misconduct or any gross negligence or willful misconduct of any such aforesaid officer or agent of the Collateral Agent). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Trademark Security Agreement.

11. FURTHER ASSURANCES.

Each Grantor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation,

obtaining consents of third parties), as the Collateral Agent may reasonably request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Security Agreement, or to assure and confirm to the Collateral Agent the grant, perfection and priority of the Collateral Agent's security interest in the Pledged Trademarks.

12. COURSE OF DEALING.

No course of dealing between any Grantor and the Collateral Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Collateral Agent, any right, power or privilege hereunder or under the Security Agreement or any other agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. EXPENSES.

Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and expenses incurred by the Collateral Agent in connection with the preparation of this Trademark Security Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving the Pledged Trademarks, or in defending or prosecuting any actions or proceedings arising out of, or related to, the Pledged Trademarks, shall be borne and paid by the Grantors, such liability is to be borne jointly and severally.

14. OVERDUE AMOUNTS.

Until paid, all overdue amounts payable by any Grantor hereunder shall be a debt secured by the Pledged Trademarks and other Collateral and shall bear, whether before or after judgment, interest at the Default Rate.

15. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER THE COLLATERAL AGENT NOR ANY OTHER SENIOR SECURED PARTY ASSUMES ANY LIABILITIES OF ANY ASSIGNOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING SUCH ASSIGNOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF THE ASSIGNORS, AND THE ASSIGNORS SHALL JOINTLY AND SEVERALLY INDEMNIFY THE COLLATERAL AGENT AND THE OTHER SENIOR SECURED PARTIES FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING REASONABLE LEGAL FEES, INCURRED BY

THE COLLATERAL AGENT OR ANY OTHER SENIOR SECURED PARTY WITH RESPECT TO SUCH LIABILITIES.

16. RIGHTS AND REMEDIES CUMULATIVE.

All of the Collateral Agent's and the Senior Secured Parties' rights and remedies with respect to the Pledged Trademarks, whether established hereby or by the Security Agreement or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. This Trademark Security Agreement is supplemental to the Security Agreement, and nothing contained herein shall in any way derogate from any of the rights or remedies of the Collateral Agent and the Senior Secured Parties contained therein. Nothing contained in this Trademark Security Agreement shall be deemed to extend the time of attachment or perfection of or otherwise impair the security interest in any of the Pledged Trademarks granted to the Collateral Agent for the benefit of the Senior Secured Parties and the Collateral Agent under the Security Agreement.

17. NOTICES.

All notices and other communications made or required to be given pursuant to this Trademark Security Agreement shall be in writing and shall be made in accordance with Section 10.02 of each Credit Agreement.

18. AMENDMENT AND WAIVER.

This Trademark Security Agreement is subject to modification only by a writing signed by the Collateral Agent (with the consent of the requisite Lenders, as provided for in the relevant provisions of the Intercreditor Agreement or, if the Intercreditor Agreement has been terminated, as provided for in the relevant provisions of the applicable Credit Agreement) and the Grantors, except as provided in Section 6.2. The Collateral Agent shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Collateral Agent (with the consent of the requisite Lenders, as provided for in the relevant provisions of the Intercreditor Agreement or, if the Intercreditor Agreement has been terminated, as provided for in the relevant provisions of the applicable Credit Agreement). A waiver on any one occasion shall not be construed as a bar to, or waiver of, any right on any future occasion.

19. GOVERNING LAW; CONSENT TO JURISDICTION.

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CHOICE OF LAW PROVISIONS THEREOF (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW). EACH GRANTOR IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF, OR RELATING TO, THIS TRADEMARK SECURITY AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND

EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS TRADEMARK SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT THE COLLATERAL AGENT OR ANY OF THE OTHER SENIOR SECURED PARTIES MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS TRADEMARK SECURITY AGREEMENT AGAINST ANY GRANTOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION. EACH GRANTOR IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF, OR RELATING TO, THIS TRADEMARK SECURITY AGREEMENT IN ANY NEW YORK STATE COURT OR FEDERAL COURT SITTING IN NEW YORK. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH NEW YORK STATE COURT OR FEDERAL COURT SITTING IN NEW YORK.

20. WAIVER OF JURY TRIAL.

EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF, OR RELATING TO, THIS TRADEMARK SECURITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS TRADEMARK SECURITY AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

21. MISCELLANEOUS.

The headings of each section of this Trademark Security Agreement are for convenience only and shall not define or limit the provisions thereof. This Trademark Security Agreement and all rights and obligations hereunder shall be binding upon each Grantor and its respective successors and assigns, and shall inure to the benefit of the Collateral Agent, the other Senior Secured Parties and their respective successors and assigns. In the event of any irreconcilable conflict between the provisions of this Trademark Security Agreement and the Intercreditor

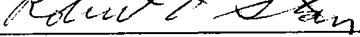
Agreement, or between this Trademark Security Agreement and the Revolving Credit Agreement, or between this Trademark Security Agreement and the Term Loan Credit Agreement, or between this Trademark Security Agreement and the Security Agreement, the provisions of the Intercreditor Agreement, the Revolving Credit Agreement, the Term Loan Credit Agreement or the Security Agreement, as the case may be, shall control. If any term of this Trademark Security Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Security Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. Each Grantor acknowledges receipt of a copy of this Trademark Security Agreement. Upon termination of the Security Agreement, this Trademark Security Agreement shall terminate.


[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, this Trademark Security Agreement has been executed as of the day and year first above written.

Grantors:

**KAMAN CORPORATION
KAMAN AEROSPACE GROUP, INC.
KAMATICS CORPORATION
KAMAN PRECISION PRODUCTS, INC.
KAMAN AEROSPACE CORPORATION
KAMAN AEROSTRUCTURES GROUP -
WICHITA, INC.
KAMAN AEROSTRUCTURES - WICHITA,
INC.
KAMAN INDUSTRIAL TECHNOLOGIES
CORPORATION
KAMAN X CORPORATION
K-MAX CORPORATION**

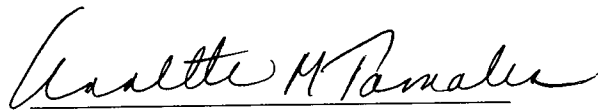
By: 
Name: Robert D. Starr
Title: Vice President & Treasurer, Kaman Corporation

By: 
Name: Candace A. Clark
Title: Secretary of the other Grantors

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF Connecticut _____)
) ss. Bloomfield
COUNTY OF Hartford _____)

On this 15th day of September, 2009, before me, the undersigned notary public, personally appeared Robert D. Starr, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Vice President & Treasurer for Kaman Corporation, a Connecticut corporation.

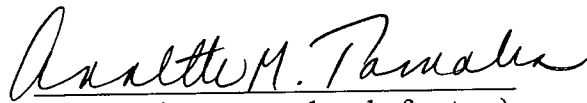

(official signature and seal of notary)

My commission expires: *April 30, 2010*

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF Connecticut _____)
) ss. Bloomfield
COUNTY OF Hartford _____)

On this 15th day of September, 2009, before me, the undersigned notary public, personally appeared Candace A. Clark, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as Secretary for the other Grantors.


(official signature and seal of notary)

My commission expires: *April 30, 2010*

BANK OF AMERICA, N.A.,
as Collateral Agent

By: Jeffrey J. McLaughlin
Name: Jeffrey J. McLaughlin
Title: SUP

SCHEDULE A

See attached

TRADEMARKS

MPH File No.	Country	Mark	Int'l Class	Serial No.	Reg. No.	Filing Date	Reg. Date	Goods/Services	Comments	Action Next Due
0027C-0808	United States	KAMAN	15	73080,565	1,122,316	6/18/1976	7/17/1979	Musical instruments - namely, accordions, afiches, zithers, banjos, baritone horns, bass violins, bells, bugles, castanets, cellos, chimes, clarinets, cymbals, drums, electric string basses, flutes, guitars, flutophones, French horns, glockenspiels, gongs, guiros, guitars, harmonicas, jaw harps, kezaos, lyres, mandolins, maracas, marimbass, melodicas, musical spoons, ocarinas, pianos, recorders, saxophones, sound effect devices, tambourines, tammils, tinare, tinarees, trinitas, trinitas	Renewal due 7/17/2019. Per Kaman's request, Assignment from Kaman Music to Kaman Corp was recorded with the USPTO on Dec. 12, 2007, Reel 003676 Frame 0553-0555.	

This report and its contents are confidential and legally privileged. Distribution, copying or use hereof without the written permission of Kaman Corp. or its subsidiaries is strictly prohibited.

CONFIDENTIAL

Kaman Aerospace Corporation (KAC) Trademark List
August 26, 2009

Mark	Country	Matter Code	Class	Appl. #	Status	File Date	Publ. Date	Reg. Date	Reg. No.	Next Action Due	Next Action Due Date
GUARDIAN	UNITED STATES	KAC941060US	09	493544	RENEWED	2/23/1994	11/29/1994	11/12/1996	2016035	Renewal	11/12/2016
MAGIC	UNITED STATES	KAC901288US	09	082411	RENEWED	7/27/1990	4/2/1991	6/25/1991	1648749	Renewal	6/25/2011
GAGEPROX				76214635		3/22/01		7/25/03	2737882		
SPYGLASS				74132849		1/23/91		10/19/93	1800073		

TRADEMARKS

MPH File No.	Country	Mark	Int'l Class	Serial No.	Filing Date	Reg. No.	Goods/Services	Comments	Action Next Due
0027A-0817	United States	CAN VIEW	9	74/650,409 1,986,380	3/22/1985 7/8/1986		Computer software used in the two piece beverage can making industry in connection with the measurement of various can dimensions and can making machine performance characteristics.	7/8/2016 Renewal due 7/8/16.	
0027A-0405	United States	FIREBIRD	9	72/389,869 938,080	4/12/1971 7/18/1972		Fire extinguishing apparatus and parts thereof.	7/18/2012 Renewal due 7/18/2012.	
0027A-0737	United States	K-MAX	12	74/245,547 1,788,850	2/11/1982 8/17/1993		Helicopters.	8/17/2013 Renewal due 8/17/2013.	
0027A-0190	United States	KAMAN	19	72/110,688 719,916	12/22/1960 8/15/1961		Aircraft, particularly helicopters.	8/15/2011 Renewal due 8/15/2011.	
0027A-0020	United States	KAMAN PERFORMANCE (stylized)	16	71/621,968 555,080	12/1/1961 10/28/1952		Periodical publication issued monthly and distributed to Applicant's employees and to others interested in the aircraft industry.	10/28/2012 Renewal due 10/28/2012.	

This report and its contents are confidential and legally privileged. Distribution, copying or use hereof without the written permission of Kaman Corp. or its subsidiaries is strictly prohibited.

CONFIDENTIAL

**Kamatics Corporation (KAM) Trademark List
August 26, 2009**

Mark	Country	Matter Code	Class	Appl. #	Status	File Date	Publ. Date	Reg. Date	Reg. No.	Next Action Due Affidavit of Use / 6 Year	Next Action Due Date
BACKBONE	UNITED STATES	KAM0032TUS	07	78/624447	REGISTERED	5/6/2005	8/22/2006	9/11/2007	3291693	Year	9/11/2013
FIBERLON	UNITED STATES	KAM0015TUS	07	76/183630	REGISTERED	12/19/2000	12/3/2002	12/9/2003	2791934	Affidavit of Use / 6 Year	12/9/2009
KACARB	UNITED STATES	KAM0016TUS	07	293089	REGISTERED	3/13/1968		9/10/1968	856479	Renewal	9/10/2018
KAFLEX	UNITED STATES	KAM0017TUS	07	389704	RENEWED	4/20/1971		10/17/1972	945182	Renewal	10/17/2012
KAMATICS	UNITED STATES	KAM0014TUS	07	73/221422	RENEWED	6/27/1979		12/23/1980	1143946	Renewal	12/23/2010
KARON	UNITED STATES	KAM0018TUS	07	426320	REGISTERED	6/5/1972		4/9/1974	981944	Renewal	4/9/2014
KATHERM	UNITED STATES	KAM0019TUS	07	414641	REGISTERED	2/22/1983		7/17/1984	1285836	Renewal	7/17/2014
RELIAMET	UNITED STATES	KAM0020TUS	07	76/207982	REGISTERED	2/9/2001	10/22/2002	12/30/2003	2800788	Affidavit of Use / 6 Year	12/30/2009
TUFFLEX	UNITED STATES	KAM0027TUS	12	78/315253	REGISTERED	10/17/2003	7/5/2005	9/27/2005	3000819	Affidavit of Use / 6 Year	9/27/2011

77/688327 pending 03/11/2009

*This was filed to preserve the earlier KARON which lapsed due to a USPTO error regarding the renewal. The earlier KARON has now been reinstated by the USPTO so this will be abandoned, no need to pursue.

TRADEMARKS

MPH File No.	Country	Mark	Int'l Class	Serial No.	Reg. No.	Filing Date	Reg. Date	Goods/Services	Comments	Action Next Due
0027B-0509		KAMAN		73066,189		10/17/1995		Distributorship services in the field of bearings and industrial supplies.		10/16/2016
	United States		42	1,050,988		10/19/1976			Renewal filed 10/16/06; accepted 12/22/06. Sections 8 & 9 Renewal due 10/16/2016.	
0027B-0709		TRANS-POWER		74 / 027,527		2/8/1990		Industrial power equipment distributorship services.		6/18/2011
	United States		35	1,648,431		6/18/1991			Sections 8 & 9 Declaration accepted 9/13/01. Renewal due 6/18/2011.	

CONFIDENTIAL
 This report and its contents are confidential and legally privileged. Distribution, copying or use hereof without the written permission of Kaman Corp. or its subsidiaries is strictly prohibited.

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS, KAMAN CORPORATION, a Connecticut corporation, **KAMAN AEROSPACE GROUP, INC.**, a Connecticut corporation, **KAMATICS CORPORATION**, a Connecticut corporation, **KAMAN PRECISION PRODUCTS, INC.**, a Florida corporation, **KAMAN AEROSPACE CORPORATION**, a Delaware corporation, **KAMAN AEROSTRUCTURES GROUP - WICHITA, INC.**, a Delaware corporation, **KAMAN AEROSTRUCTURES - WICHITA, INC.**, a Delaware corporation, **KAMAN INDUSTRIAL TECHNOLOGIES CORPORATION**, a Connecticut corporation, **KAMAN X CORPORATION**, a Connecticut corporation, and **K-MAX CORPORATION**, a Connecticut corporation (each being referred to herein as an “Assignor” and collectively, as the “Assignors”) have adopted and used and are using the trademarks and service marks (the “Marks”) identified on the Annex hereto, and are the owners of the registrations of, and pending registration applications for, such Marks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, [_____] (the “Assignee”), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, each Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (i) the registrations of, and registration applications for, the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to be, and shall take effect as, a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

[Remainder of page intentionally left blank.]

[Signature Pages to Assignment of Trademarks and Service Marks follow]

IN WITNESS WHEREOF, each Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this ___ day of ___, 20__.

**KAMAN CORPORATION
KAMAN AEROSPACE GROUP, INC.
KAMATICS CORPORATION
KAMAN PRECISION PRODUCTS, INC.
KAMAN AEROSPACE CORPORATION
KAMAN AEROSTRUCTURES GROUP -
WICHITA, INC.
KAMAN AEROSTRUCTURES - WICHITA,
INC.
KAMAN INDUSTRIAL TECHNOLOGIES
CORPORATION
KAMAN X CORPORATION
K-MAX CORPORATION**

By: _____

Name:

Title:

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by the Assignors to the Assignee is hereby accepted as of the ____ day of _____, 20__.

By: _____

Name:

Title:

ANNEX

Trademark or <u>Service Mark</u>	Registrations -- United States Patent and Trademark Office	
	<u>Registration No.</u>	<u>Registration Date</u>
Trademark or <u>Service Mark</u>	Pending Applications -- United States Patent and Trademark Office	
	<u>Serial No.</u>	<u>Filing Date</u>