

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cirrus Design Corporation		03/19/2009	CORPORATION: WISCONSIN
Dakota Aircraft Corporation		03/19/2009	CORPORATION: NORTH DAKOTA
Cirrus Industries, Inc.		03/19/2009	CORPORATION: DELAWARE
Resources, Incorporated		03/19/2009	CORPORATION: WISCONSIN
Industrial Resource Corporation		03/19/2009	CORPORATION: MINNESOTA
Cirrus Insurance Agency, LLC		03/19/2009	LIMITED LIABILITY COMPANY: MINNESOTA
Cirrus Finance, Inc.		03/19/2009	CORPORATION: MINNESOTA
Cirrus Aircraft Corporation		03/19/2009	CORPORATION: MINNESOTA
Aerospace Design Investments, Ltd		03/19/2009	CORPORATION: DELAWARE
Cirrus Holding Company Limited		03/19/2009	CORPORATION:

RECEIVING PARTY DATA

Name:	Avionics WCF Limited (as Collateral Agent)
Street Address:	Boundary Hall, Cricket Square, P.O. Box 1111
Internal Address:	Paget-Brown Trust Company Ltd.
City:	Grand Cayman
State/Country:	CAYMAN ISLANDS
Postal Code:	KY1-1102
Entity Type:	Exempted Company with Limited Liability: CAYMAN ISLANDS

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	77788383	XI
Serial Number:	77762364	THE PLANE WITH THE PARACHUTE

CORRESPONDENCE DATA

Fax Number: (404)572-5134

900144324

**TRADEMARK
 REEL: 004071 FRAME: 0273**

CH \$65.00 77788383

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: jhannon@kslaw.com
Correspondent Name: James M. Hannon
Address Line 1: 1180 Peachtree Street
Address Line 2: King & Spalding LLP
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	05241.254069
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DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	James M. Hannon
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Signature:	/James M. Hannon/
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Date:	09/30/2009
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Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "*Trademark Security Agreement*") is made this 19th day of March, 2009, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "**Grantors**" and each individually "**Grantor**"), **JEDI LIMITED**, a Cayman Islands exempted company with limited liability ("**Jedi**"), and **AVIONICS WCF LIMITED**, a Cayman Islands exempted company with limited liability ("**Avionics**" and, in its capacity as collateral agent for itself and Jedi as described below, "**Collateral Agent**").

WITNESSETH:

WHEREAS, Cirrus Design Corporation, a Wisconsin corporation ("**Cirrus Design**"), Jedi, Arcapita Investment Funding Limited, a Cayman Islands exempted company with limited liability ("**AIFL**"), and AIA Limited, a Cayman Islands exempted company with limited liability ("**AIA**"), are party to (i) that certain Registered Working Capital Murabaha Facility Agreement, dated as of March 18, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**First Jedi Murabaha Agreement**") and (ii) that certain Registered Working Capital Murabaha Facility Agreement, dated as of November 26, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Second Jedi Murabaha Agreement**");

WHEREAS, Cirrus Design, Avionics, AIFL and AIA are party to that certain Registered Murabaha Facility Agreement, dated as of January 26, 2009 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Avionics Murabaha Agreement**" and, together with the First Jedi Murabaha Agreement, the Second Jedi Murabaha Agreement and any Future Murabaha Agreements (as defined below), each a "**Murabaha Agreement**" and collectively, the "**Murabaha Agreements**");

WHEREAS, Cirrus Design, each Grantor party thereto (as defined therein), Avionics and Jedi have entered into that certain Pledge and Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Security Agreement**"), whereby (i) the Grantors have granted a security interest in the Collateral (as defined therein), (ii) the Grantors have pledged their interest in the Pledged Companies (as defined therein), (iii) and the Facility Providers have appointed Avionics as Collateral Agent under the Security Agreement and the other Transaction Documents;

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of the Secured Parties, this Trademark Security Agreement; and

NOW, THEREFORE, for and in consideration of the recitals made in the Security Agreement and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Collateral Agent, for the benefit of the Secured Parties, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "*Trademark Collateral*"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including the Trademarks in the United States Patent and Trademark Office, and all applications therefor, that are owned by the Grantors and the Trademark Intellectual Property Licenses referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License;

(e) provided, however, that the Trademark Collateral shall not include those assets excluded from the definition of Collateral as expressly provided in Section 2 of the Security Agreement.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Collateral Agent, the Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of any bankruptcy, insolvency, receivership or other similar case or proceeding under any Debtor Relief Law involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice as promptly as practicable, and in any event no later than ten (10) Business Days thereof, in writing to Collateral Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors'

obligations under this Section 5, Grantors hereby authorize Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Transaction Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Transaction Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Transaction Document refer to this Trademark Security Agreement or such other Transaction Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Transaction Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Transaction Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Transaction Document to the satisfaction or repayment in full of the Secured Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Secured Obligations other than unasserted contingent indemnification obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Transaction Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Agreement by and through their duly authorized officers, as of the day and year first above written.

GRANTORS:

CIRRUS DESIGN CORPORATION

By: Brent Wouters
Name: Brent Wouters
Title: Chief Financial Officer

DAKOTA AIRCRAFT CORPORATION

By: Brent Wouters
Name: Brent Wouters
Title: Chief Financial Officer

CIRRUS INDUSTRIES, INC.

By: Brent Wouters
Name: Brent Wouters
Title: Chief Financial Officer

RESOURCES, INCORPORATED

By: Brent Wouters
Name: Brent Wouters
Title: Chief Financial Officer

INDUSTRIAL RESOURCE CORPORATION

By: Brent Wouters
Name: Brent Wouters
Title: Chief Financial Officer

CIRRUS INSURANCE AGENCY, LLC

By: Brent Wouters
Name: Brent Wouters
Title: Chief Financial Officer

[Trademark Security Agreement]

CIRRUS FINANCE, INC.

By: Brent Wouters
Name: Brent Wouters
Title: Chief Financial Officer

CIRRUS AIRCRAFT CORPORATION

By: Brent Wouters
Name: Brent Wouters
Title: Chief Financial Officer

AEROSPACE DESIGN INVESTMENTS, LTD.

By: Brent Wouters
Name: Brent Wouters
Title: Chief Financial Officer

CIRRUS HOLDING COMPANY LIMITED

By: _____
Name:
Title:

[Trademark Security Agreement]

CIRRUS FINANCE, INC.

By: _____
Name:
Title:

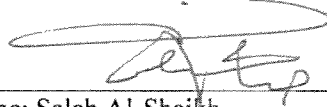
CIRRUS AIRCRAFT CORPORATION

By: _____
Name:
Title:

AEROSPACE DESIGN INVESTMENTS, LTD.

By: _____
Name:
Title:

CIRRUS HOLDING COMPANY LIMITED

By:  _____
Name: Salah Al-Shaikh
Title: Director

[Trademark Security Agreement]

FACILITY PROVIDERS:

JEDI LIMITED

By: _____

Name: Salah Al-Shaikh

Title: Director

AVIONICS WCF LIMITED

By: _____

Name: Mohammed Chowdhury

Title: Director

[Trademark Security Agreement]

COLLATERAL AGENT:

AVIONICS WCF LIMITED
as Collateral Agent

By: Mohammed Chowdhury
Name: Mohammed Chowdhury
Title: Director

[Trademark Security Agreement]


TRADEMARK
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SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Owner	Mark	Country	Serial No. or Registration No.	Issue Date or Filing Date
Cirrus Design Corporation	SR22-g2	U.S.A.	3,101,644	6/6/2006
Cirrus Design Corporation	g2	U.S.A.	3,098,961	5/30/2006
Cirrus Design Corporation	SR20-g2	U.S.A.	3,018,624	11/22/2005
Cirrus Design Corporation	PLANE GENIUS	U.S.A.	78/894,260	5/26/2006
Cirrus Design Corporation	SRV-g2	U.S.A.	3,002,850	9/27/2005
Cirrus Design Corporation		U.S.A.	2,490,857	9/18/2001
Cirrus Design Corporation	CIRRUS	U.S.A.	1,907,261	7/25/1995
Cirrus Design Corporation	SRV-G3	U.S.A.	77/148,204	4/4/2007
Cirrus Design Corporation	Xi	U.S.A.	77/788,383	7/23/2009
Cirrus Design Corporation	THE PLANE WITH THE PARACHUTE	U.S.A.	77/762,364	6/17/2009