

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
Eclipse Aerospace, Inc.		09/02/2009	CORPORATION:
RECEIVING PARTY DATA			
Name:	The Bank of New York Mellon Trust Company, N.A. as Collateral Agent		
Street Address:	900 Ashwood Parkway		
Internal Address:	Suite 425		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30338		
Entity Type:	National Association:		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	75899693	ECLIPSE	
Serial Number:	78669039	JETCOMPLETE	
Serial Number:	77017234	ECLIPSE	
Registration Number:	3469367	PHOSTREX	
Serial Number:	77017249	ECLIPSE 500	
Registration Number:	3373394	ECLIPSE 500	
Registration Number:	2992733		
Registration Number:	3373395	ECLIPSE 500 JET	
Registration Number:	3169023	ECLIPSE AVIATION	
CORRESPONDENCE DATA			
Fax Number:	(803)255-9831		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(404) 322-6204		

OP \$240.00 75899693

900145292

TRADEMARK
 REEL: 004078 FRAME: 0216

Email: ip@nelsonmullins.com
Correspondent Name: Kyle M. Globerman
Address Line 1: 100 North Tryon Street, 42nd Floor
Address Line 2: Nelson Mullins Riley & Scarborough, LLP
Address Line 4: Charlotte, NORTH CAROLINA 28202-4000

ATTORNEY DOCKET NUMBER:	35064/00001
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NAME OF SUBMITTER:	Kyle M. Globerman
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Signature:	/Kyle M. Globerman/
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Date:	10/14/2009
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 2, 2009, made by ECLIPSE AEROSPACE, INC., a Delaware corporation (the "**Grantor**"), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Collateral Agent (in such capacity, the "**Collateral Agent**") for the Secured Parties referred to below.

INTRODUCTION

The Grantor has agreed to issue its 7% Senior Subordinated Secured Notes due 2011, Series A-1 (the "**Other Notes**") to certain holders thereof (the "**Other Holders**").

The Issuer has agreed to issue its 7% Senior Subordinated Secured Notes due 2011, Series A-2 (the "**Notes**") to certain holders thereof (the "**Holders**").

The Grantor will execute a Security Agreement (the "**Security Agreement**") dated as of the date hereof in favor of Collateral Agent, for the benefit of the Secured Parties, to secure the Obligations.

In connection with the Notes and the Other Notes, the Holders, the Other Holders and the Collateral Agent will enter into the Collateral Agency and Intercreditor Agreement dated as of the date hereof (the "**Intercreditor Agreement**").

NOW, THEREFORE, in consideration of the premises and to induce the Holders to purchase the Notes, the Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

Section 1. DEFINED TERMS.

Secured Parties. The collective reference to Collateral Agent and the Holders.

Trademarks. (i) All registered trademarks, trade names, trade dress, service marks and other source or business identifiers including, without limitation, word marks, design marks and other types of marks, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule 1, and (ii) the right to obtain all extensions or renewals thereof.

Trademark License. Any agreement providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, any of the foregoing referred to in Schedule 1.

(b) All capitalized terms used but not otherwise defined herein have the meanings given to them in the Notes or the Security Agreement, as applicable.

Section 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby assigns and transfers to the Collateral Agent, and hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, all of the following property now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Trademark Collateral**"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations:

- (a) all of its Trademarks;
- (b) all of its Trademark Licenses;
- (c) all renewals or extensions of the foregoing;
- (d) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (e) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

Section 3. 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. 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.

Section 4. INTERCREDITOR AGREEMENT. This Trademark Security Agreement is subject to the terms of the Intercreditor Agreement.

[Signatures on Next Pages]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ECLIPSE AEROSPACE, INC.,
a Delaware corporation

By: [Signature]
Name: Mason Holland
Title: President

ACKNOWLEDGMENT OF GRANTOR

STATE OF South Carolina)
) ss.
COUNTY OF Berkeley)

On this 2nd day of September, 2009 before me personally appeared Mason Holland, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **ECLIPSE AEROSPACE, INC.**, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company authorized by its board of directors and that he acknowledged said instrument to be the free act and deed of said company.

[Signature]
Notary Public

ACCEPTED AND ACKNOWLEDGED BY:

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Collateral Agent

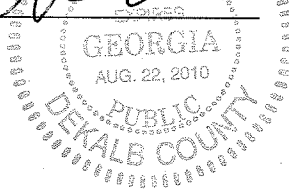
By: Stefan Victory
Name: STEFAN VICTORY
Title: VICE PRESIDENT

ACKNOWLEDGMENT OF COLLATERAL AGENT

STATE OF GEORGIA)
COUNTY OF DEKALB) ss.

On this 28 day of AUGUST, 2009 before me personally appeared STEFAN VICTORY, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.**, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company authorized by its board of directors and that he acknowledged said instrument to be the free act and deed of said company.

Notary Public



SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK

Country	Mark	Date of Filing	App. No./ Reg. No.
U.S.	ECLIPSE	1/20/00	75/899,693 3,557,904
U.S.	JETCOMPLETE	7/12/05	78/669,039 3,525,722
U.S.	ECLIPSE	10/9/06	77/017,234
U.S.	PHOSTREX	5/23/05	3,469,367
U.S.	ECLIPSE 500	10/9/06	77/017249
U.S.	ECLIPSE 500	10/11/00	3,373,394
U.S.	Design Only (Circles)	8/15/00	2,992,733
U.S.	ECLIPSE 500 JET	5/11/00	3,373,395
U.S.	ECLIPSE AVIATION	2/3/00	3,169,023