

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
Airborne Systems North America of CA Inc.		02/09/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Royal Bank of Canada
Street Address:	200 Bay Street
Internal Address:	Royal Bank Plaza - 12th Floor, South Tower
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5J 2W7
Entity Type:	Chartered Canadian Bank: CANADA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3226420	
Registration Number:	3223657	IRVIN AEROSPACE

CORRESPONDENCE DATA

Fax Number: (650)251-5002
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (650) 251-6108
 Email: jnull@stblaw.com
 Correspondent Name: Marcela Robledo
 Address Line 1: 2550 Hanover Street
 Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER: 080599/0074

DOMESTIC REPRESENTATIVE

OP \$65.00 3226420

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

NAME OF SUBMITTER:	J. Jason Mull
Signature:	/J. Jason Mull/
Date:	02/11/2010

Total Attachments: 5

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of February 9, 2010, is made by Airborne Systems North America of CA Inc., a Delaware corporation, located at 5800 Magnolia Avenue, Pennsauken, NJ 08109 (the “Grantor”), in favor of Royal Bank of Canada, as Administrative Agent (the “Agent”) for the several banks and other financial institutions (the “Lenders”), parties to the Credit Agreement, dated as of January 26, 2010 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Airborne Holdings, Inc., Airborne Acquisition, Inc. (the “Borrower”), each of the other grantors party thereto and the Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered a Guarantee and Collateral Agreement, dated as of February 9, 2010, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Agent for the benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks that are included in the Collateral; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Grantor’s right, title and interest in, to and under all Trademarks (including, without

limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Secured Parties to secure payment, performance and observance of the Obligations.

Notwithstanding anything to the contrary herein, in no event shall a security interest be granted or pledged hereunder in any Intellectual Property solely to the extent that, and during the period in which, the grant of a security interest therein would impair the validity or enforceability of such Intellectual Property or result in the cancellation or voiding thereof (including any Trademark filed on an intent to-use-basis until such time, if any, as a statement of use is recorded and accepted by the United States Patent and Trademark Office).

SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

(Remainder of the page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

AIRBORNE SYSTEMS NORTH
AMERICA OF CA INC.

By:  _____

Name: Bradley Pedersen

Title: Vice President

Date:

ROYAL BANK OF CANADA
as Administrative Agent for the Secured Parties

By: _____

Name:

Title:


Date:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

AIRBORNE SYSTEMS NORTH
AMERICA OF CA INC.


By: _____
Name:
Title:
Date:

ROYAL BANK OF CANADA
as Administrative Agent for the Secured Parties

By: 
Name: Yvonne Brazier
Title: Manager, Agency
Date:

Schedule A

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Serial No./ Filing Date	Reg. No./ Reg. Date
DESIGN ONLY 	76649249 10/27/2005	3226420 4/10/2007
IRVIN AEROSPACE	76649329 10/27/2005	3223657 4/3/2007