

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Partial Release

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch (f/k/a Credit Suisse, Cayman Islands Branch)		10/20/2010	Bank: UNITED STATES

RECEIVING PARTY DATA

Name:	DeCrane Aerospace, Inc. (f/k/a DeCrane Aircraft Holdings, Inc.)
Street Address:	8425 Pulsar Place, Suite 340
City:	Columbus
State/Country:	OHIO
Postal Code:	43240
Entity Type:	CORPORATION: DELAWARE

Name:	Audio International, Inc.
Street Address:	7300 Industry Drive
City:	North Little Rock
State/Country:	ARKANSAS
Postal Code:	72117
Entity Type:	CORPORATION: ARKANSAS

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2718521	TOTAL CABIN CAPABILITY
Registration Number:	2126580	AI
Registration Number:	2161213	AI AUDIO INTERNATIONAL
Registration Number:	2122754	AUDIO INTERNATIONAL

CORRESPONDENCE DATA

Fax Number: (800)494-7512

900175404

**TRADEMARK
 REEL: 004308 FRAME: 0180**

OP \$115.00 2718521

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

Phone: 202-370-4761
Email: ecallahan@nationalcorp.com
Correspondent Name: Elspeth Callahan
Address Line 1: 1100 G St NW Suite 420
Address Line 2: National Corporate Research
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F130001
NAME OF SUBMITTER:	Courtney J. Mitchell
Signature:	/Courtney J. Mitchell/
Date:	11/01/2010

Total Attachments: 5
source=2nd Trademark Release#page2.tif
source=2nd Trademark Release#page3.tif
source=2nd Trademark Release#page4.tif
source=2nd Trademark Release#page5.tif
source=2nd Trademark Release#page6.tif

SECOND LIEN TRADEMARK SECURITY PARTIAL RELEASE

This SECOND LIEN TRADEMARK SECURITY PARTIAL RELEASE (this "Partial Release") is made as of October 20, 2010 by CREDIT SUISSE AG (formerly known as Credit Suisse), as Administrative Agent for the Secured Parties (in such capacity, the "Administrative Agent"), in connection with the release of the Released Collateral (as defined below). Each capitalized term used herein but not otherwise defined shall have the meaning ascribed to such term in the Second Lien Security Agreement, dated as of February 21, 2007 (the "Security Agreement"), by and among DeCrane Aerospace, Inc., a Delaware corporation formerly known as DeCrane Aircraft Holdings, Inc. (the "Company"), Audio International, Inc., an Arkansas corporation ("AI" and, together with the Company, the "DeCrane Companies"), the other Grantors party thereto and the Administrative Agent.

WITNESSETH:

WHEREAS, pursuant to a security agreement, dated as of December 22, 2003 (the "2003 Security Agreement"), each "Grantor" under and as defined in the 2003 Security Agreement granted to the Administrative Agent (or a predecessor entity) a security interest in all of such Grantor's right, title and interest in and to the Collateral (as defined in the 2003 Security Agreement);

WHEREAS, pursuant to an amended and restated security agreement, dated as of September 23, 2005 (the "2005 Security Agreement"), the 2003 Security Agreement was amended and restated in its entirety;

WHEREAS, on February 21, 2007, in connection with entering into the Security Agreement, the Company repaid in full in cash all outstanding monetary obligations under the 2005 Security Agreement and all liens and security interests granted thereunder in favor of the Administrative Agent (or a predecessor entity) were terminated and released;

WHEREAS, pursuant to the Security Agreement, each DeCrane Company granted to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in and continuing lien upon certain property and assets of such DeCrane Company, including all Trademarks owned by such DeCrane Company;

WHEREAS, pursuant to the Security Agreement, each DeCrane Company executed a Second Lien Grant of Trademark Security Interest, dated as of February 21, 2007 (the "Trademark Security Agreement"), which Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 26, 2007 at Reel/Frame No. 3488/0305 and Reel/Frame No. 3488/0311;

WHEREAS, in connection with the transactions contemplated by the letter dated September 22, 2010 and titled "Partial Release of Security Interests", entered into by the Administrative Agent and the Company (the "Partial Release Letter"), the Released Collateral (as defined below) was transferred as contemplated therein; and

WHEREAS, pursuant to the Partial Release Letter, the Administrative Agent and the DeCrane Companies wish to evidence the removal of the Released Collateral from the Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing, the Administrative Agent does hereby agree as follows:

The Administrative Agent does hereby release, transfer and assign, without recourse and without representation or warranty of any kind, unto each DeCrane Company, its security interest in all of such DeCrane Company's right, title and interest in and to the registered trademarks set forth on Schedule A hereto and incorporated herein by reference (the "Released Collateral").

The Administrative Agent authorizes the recordation of this Partial Release with the United States Patent and Trademark Office and any other applicable registry or government office necessary to effect the release of its security interest in the Released Collateral.

Notwithstanding anything to the contrary contained in this Partial Release, this Partial Release does not release or otherwise affect the security interests and liens granted to or held by the Administrative Agent on (a) any property or assets of the Grantors, other than the DeCrane Companies as specifically set forth in this Partial Release, or (b) any property or assets of the DeCrane Companies, other than the Released Collateral. Notwithstanding anything to the contrary contained in this Partial Release, except as specifically set forth in this Partial Release, the Security Agreement, the Trademark Security Agreement, and the security interests and liens granted or purported to be granted thereby, shall remain in full force and effect.

[The remainder of page is intentionally left blank.]

IN WITNESS WHEREOF, the Administrative Agent has executed this Partial Release as
October 20, 2010



**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH** (formerly known as Credit Suisse,
Cayman Islands Branch), as Administrative Agent

By: 
Name: **Didier Siffier**
Title: **Authorized Signatory**

By: 
Name: **Megan Kane**
Title: **Authorized Signatory**

Schedule A

U.S. Trademarks

<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
DeCrane Aerospace, Inc.	TOTAL CABIN CAPABILITY	2,718,521	05/27/03
Audio International, Inc.		2,126,580	01/06/98
Audio International, Inc.	 AUDIO INTERNATIONAL	2,161,213	06/02/98
Audio International, Inc.	AUDIO INTERNATIONAL	2,122,754	12/23/97

Foreign Trademarks:

<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Audio International, Inc.	E-Cabin (Canada)	TMA 632094	02/04/05

Additional Receiving Parties

Name	Address	Type of Organization	Jurisdiction of Organization
Audio International, Inc.	7300 Industry Drive North Little Rock, AR 72117	Corporation	Arkansas