

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Appointment of Successor Agent for Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LEHMAN COMMERCIAL PAPER INC.		01/31/2011	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BARCLAYS BANK PLC		
<b>Street Address:</b>	1 Churchill Place		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	E14 5HP		
<b>Entity Type:</b>	CORPORATION: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2521481	WESCO AIRCRAFT	
Registration Number:	2363651	WA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)822-5096		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Email:</b>	nbrowand@milbank.com		
<b>Correspondent Name:</b>	Milbank, Attn: Nathaniel T. Browand		
<b>Address Line 1:</b>	1 Chase Manhattan Plaza		
<b>Address Line 4:</b>	New York, NEW YORK 10005		
<b>ATTORNEY DOCKET NUMBER:</b>	28804-06800		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>			
<b>Address Line 1:</b>			
<b>Address Line 2:</b>			

CH \$65.00 2521481

**900182821**

**TRADEMARK**  
**REEL: 004465 FRAME: 0037**

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Nathaniel T. Browand

Signature:

/Nathaniel T. Browand/

Date:

02/01/2011

Total Attachments: 4

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**COLLATERAL AGENT APPOINTMENT  
(Trademarks)**

**WHEREAS**, WESCO AIRCRAFT HARDWARE CORP., a California corporation, located at 27727 Avenue Scott, Valencia, California 91335 (the "Pledgor"), granted a security interest in the trademarks (hereinafter "the Marks") listed in the attached Exhibit A to LEHMAN COMMERCIAL PAPER INC., as Collateral Agent (the "Existing Agent") for the several banks and other financial institutions (the "Lenders"), parties to (a) the First Lien Credit Agreement, dated as of September 29, 2006 (as amended, supplemented or otherwise modified from time to time, the "First Lien Credit Agreement"), among Pledgor, Wesco Holdings, Inc. ("Holdings"), the Lenders party thereto, the Existing Agent, Bank of America, N.A., as syndication agent, Union Bank of California, N.A., as documentation agent, and Lehman Brothers Inc. and Bank of America Securities LLC, as Joint Lead Arrangers, and Joint Bookrunners, and (b) the Second Lien Credit Agreement, dated as of September 29, 2006 (as amended, restated, supplemented or otherwise modified, the "Second Lien Credit Agreement" and, together with the First Lien Credit Agreement, the "Credit Agreements" and each, a "Credit Agreement"), among Pledgor, Holdings, the Lenders party thereto, the Existing Agent, Bank of America, N.A., as syndication agent, Union Bank of California, N.A., as documentation agent, and Lehman Brothers Inc. and Bank of America Securities LLC, as Joint Lead Arrangers and Joint Bookrunners, which security interest was recorded in the United States Patent and Trademark Office on October 3, 2006 at Reel/Frame 003401/0408. The principal places of business of the Parties is set forth in the Credit Agreements. Defined terms in the First Lien Credit Agreement have the same meanings where used herein, unless otherwise defined.

**WHEREAS**, Existing Agent has been succeeded by BARCLAYS BANK PLC, a company registered in England (registered number 1026167), whose registered office is at 1 Churchill Place, London E14 5HP, (hereinafter "Successor Agent"), as Collateral Agent under the Credit Agreements, pursuant to the Amendment, Resignation, Waiver, Consent and Appointment Agreement, dated January 31, 2011 in connection with each Credit Agreement, appointing Successor Agent as the new Collateral Agent.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties and Existing Agent hereby confirm that Successor Agent as newly appointed Collateral Agent holds all right, title and interest in the security interest in the Collateral granted in connection with the Credit Agreements including, but not limited to, the security interest in the Marks.

**IN WITNESS WHEREOF**, the Existing Agent and Successor Agent by their duly authorized signatories have duly executed, acknowledged and delivered this Collateral Agent Appointment.

**LEHMAN COMMERCIAL PAPER INC.,**  
as Existing Agent

Dated: \_\_\_\_\_

By:   
Name: Francis J. Chang  
Title: Authorized Signatory

**BARCLAYS BANK PLC,**  
as Successor Agent

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:

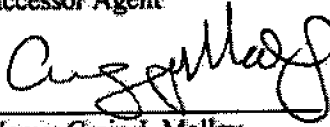
**LEHMAN COMMERCIAL PAPER INC.,**  
as Existing Agent

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:

**BARCLAYS BANK PLC,**  
as Successor Agent

Dated: 1/26/11

By:   
Name: Craig J. Malloy  
Title: Director

**EXHIBIT A**  
**U.S Trademark Registrations and Applications**

<b><u>Trademark</u></b>	<b><u>Registration or Serial Number</u></b>
WESCO AIRCRAFT	2,521,481
WA & Design	2,363,651