

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRANSDIGM INC.		02/14/2011	CORPORATION: DELAWARE
TRANSDIGM GROUP INCORPORATED		02/14/2011	CORPORATION: DELAWARE
HARTWELL CORPORATION		02/14/2011	CORPORATION: CALIFORNIA
WESTERN SKY INDUSTRIES, LLC		02/14/2011	LIMITED LIABILITY COMPANY: DELAWARE
VALLEY-TODECO, INC.		02/14/2011	CORPORATION: DELAWARE
AVIONIC INSTRUMENTS INC.		02/14/2011	CORPORATION: DELAWARE
AVTECH CORPORATION		02/14/2011	CORPORATION: WASHINGTON
BRUCE AEROSPACE, INC.		02/14/2011	CORPORATION: DELAWARE
CHAMPION AEROSPACE LLC		02/14/2011	LIMITED LIABILITY COMPANY: DELAWARE
MARATHONNORCO AEROSPACE, INC.		02/14/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, AS ADMINISTRATIVE AND COLLATERAL AGENT		
Street Address:	11 MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	BANK: SWITZERLAND		
PROPERTY NUMBERS Total: 48			
Property Type	Number	Word Mark	
Registration Number:	2703713	HARTWELL	
Registration Number:	1762408	HARTWELL	
Registration Number:	2708392	HASCO	
Registration Number:	2676542	HC	

OP \$1215.00 2703713

900184172

TRADEMARK  
 REEL: 004478 FRAME: 0854

Registration Number:	1744257	HC
Registration Number:	1190430	TRIGGER LOCK
Registration Number:	2771803	XLP
Registration Number:	2798501	SOLUTIONEERING
Registration Number:	3465245	VT
Registration Number:	3465248	VT
Registration Number:	3465242	VT
Registration Number:	3465241	VT
Registration Number:	3302559	AERO QUALITY
Registration Number:	0887394	
Registration Number:	0887395	TYEE
Serial Number:	74705510	AEROSPACE FOR INDUSTRY
Serial Number:	77350069	ACS
Serial Number:	77350077	AEROSPACE COOLING SOLUTIONS
Serial Number:	74296051	IDEAS THAT FLY
Serial Number:	73448482	WE LIGHT THE SKIES
Serial Number:	74243008	BRINGING POWER TO FLIGHT
Serial Number:	73646933	
Serial Number:	73646932	
Serial Number:	72145624	SLICK
Serial Number:	74567628	LASAR
Serial Number:	74567629	LASAR
Serial Number:	85126094	RF80-M
Serial Number:	73487939	MARATHON
Serial Number:	75632368	M MARATHON SUPERPOWER
Serial Number:	75632383	M MARATHON
Serial Number:	77653518	MARATHONNORCO AEROSPACE
Serial Number:	77746799	MARATHONNORCO AEROSPACE
Serial Number:	77746806	MARATHONNORCO AEROSPACE
Serial Number:	75632205	M
Serial Number:	78551622	MNAI
Serial Number:	75513355	PROEASE
Serial Number:	75124154	DATAFX
Serial Number:	73586477	CASP
Serial Number:	78551619	MNAI

Serial Number:	73166121	NORCO INC.
Serial Number:	72383564	REFLEX
Serial Number:	73338416	DIGIFLEX
Serial Number:	73068552	BALL REVERSER
Serial Number:	74247133	CHRISTIE
Serial Number:	73515350	SUPERPOWER
Serial Number:	77277955	TRANSDIGM
Serial Number:	73293427	ADEL
Serial Number:	73339008	WIGGINS

#### CORRESPONDENCE DATA

Fax Number: (866)826-5420

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

Phone: 3016380511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.

Address Line 1: 21 Tadcaster Circle

Address Line 2: Attn: Penelope J.A. Agodoa

Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	36627
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NAME OF SUBMITTER:	Penelope J.A. Agodoa
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Signature:	/pja/
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Date:	02/15/2011
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#### Total Attachments: 14

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (as amended, supplemented or otherwise modified from time to time) (this "Agreement") as amended and restated as of February 14, 2011, is entered into by **TRANSDIGM INC.**, a Delaware corporation (the "Borrower"), **TRANSDIGM GROUP INCORPORATED**, a Delaware corporation ("Holdings"), and the Subsidiaries of the Borrower listed on Schedule I hereto (collectively, the "Grantors") in favor of **CREDIT SUISSE AG**, as administrative agent and collateral agent (in such capacity, the "Agent") for the Secured Parties (the "Secured Parties").

**WHEREAS**, the Borrower, Holdings, the other Grantors, the lenders party thereto from time to time, the Agent and certain other parties as named therein have entered into a Credit Agreement, dated as of June 23, 2006, as amended by Amendment No. 1, dated as of January 25, 2007 (as amended, supplemented or otherwise modified from time to time, the "2006 Credit Agreement");

**WHEREAS**, the Borrower, Holdings, the other Grantors, the lenders party thereto from time to time (the "2010 Lenders"), the Agent and certain other parties as named therein have entered into a Credit Agreement, dated as of December 6, 2010 (as amended, supplemented or otherwise modified from time to time, the "2010 Credit Agreement");

**WHEREAS**, the Borrower, Holdings, the other Grantors, the lenders party thereto from time to time (the "2011 Lenders" and, together with the 2010 Lenders, the "Lenders"), the Agent and certain other parties as named therein have entered into a Credit Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "2011 Credit Agreement" and, together with the 2010 Credit Agreement, the "Credit Agreements");

**WHEREAS**, the Obligations under the 2006 Credit Agreement were indefeasibly paid in full, and the 2006 Credit Agreement was terminated, on December 14, 2010;

**WHEREAS**, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreements that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of June 23, 2006, as amended and restated as of December 6, 2010, and as further amended and restated as of the date hereof, 2011, in favor of the Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement") to guarantee and secure the Obligations under the 2010 Credit Agreement and the 2011 Credit Agreement;

**WHEREAS**, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this amended

and restated Trademark Security Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities;

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors and the Secured Parties hereby agree as follows:

SECTION 1. DEFINED TERMS. Capitalized terms not otherwise defined herein have the meanings set forth in the Guarantee and Collateral Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantors hereby grant to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of Grantors' right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including without limitation, each United States federally registered trademark and trademark application identified on Schedule II,

(b) all goodwill associated therewith or symbolized thereby,

(c) all other assets, rights and interests that uniquely reflect or embody such goodwill, and

(d) any written agreement, now or hereafter in effect, granting to any third party any right to use any trademark now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, or granting to any Grantor any right to use any trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement.

Notwithstanding the foregoing, the Trademark Collateral shall not include any application for a Trademark registration filed with the United States Patent and Trademark Office pursuant to Section 1(b) of the Lanham Act ("Intent to Use Application") prior to the filing with and acceptance by the United States Patent and Trademark Office of a Statement of Use (as described in Section 1(d) of the Lanham Act) or an Amendment to Allege Use (as described in Section 1(c) of the Lanham Act).

SECTION 3. PRECEDENCE. The security interest granted hereby is granted in furtherance, and not in limitation, of the security interest granted to the Secured Parties under the Guarantee and Collateral Agreement. In the event of any

conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall control.

SECTION 4. RECORDATION. Each Grantor authorizes and requests that the U.S. Patent and Trademark Office and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. MODIFICATION OF AGREEMENT. This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Guarantee and Collateral Agreement pursuant to which the Agent may modify this Agreement, after obtaining Grantors' approval of or signature to such modification, by amending Schedule II to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by any Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which any Grantor no longer has or claims any right, title or interest.

SECTION 6. GENERAL.

(a) Governing Law. **THIS DOCUMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

(b) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Secured Parties and Grantors and their respective successors and assigns. Grantors shall not, without the prior written consent of the Secured Parties given in accordance with the applicable Credit Agreement, assign any right, duty or obligation hereunder.

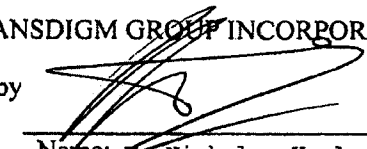
(c) Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the Grantors and the Secured Parties have caused this Agreement to be duly executed and delivered as of the date first above written.

TRANSDIGM GROUP INCORPORATED

by

  
Name: W. Nicholas Howley

Title: Chairman and Chief Executive Officer

TRANSDIGM INC.

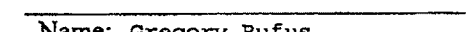
by

  
Name: W. Nicholas Howley

Title: Chairman and Chief Executive Officer

EACH OF THE SUBSIDIARIES  
LISTED ON SCHEDULE I HERETO

by

  
Name: Gregory Rufus

Title: Treasurer and Secretary

[SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 004478 FRAME: 0860

IN WITNESS WHEREOF, the Grantors and the Secured Parties have caused this Agreement to be duly executed and delivered as of the date first above written.

TRANSDIGM GROUP INCORPORATED

by

\_\_\_\_\_  
Name: W. Nicholas Howley

Title: Chairman and Chief Executive Officer

TRANSDIGM INC.


by

\_\_\_\_\_  
Name: W. Nicholas Howley

Title: Chairman and Chief Executive Officer

EACH OF THE SUBSIDIARIES  
LISTED ON SCHEDULE I HERETO

by

  
\_\_\_\_\_  
Name: Gregory Rufus

Title: Treasurer and Secretary

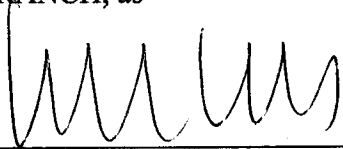
[SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]



CREDIT SUISSE AG, CAYMAN  
ISLANDS BRANCH, as

Agent

by



Name:

ROBERT HETU

Title:

MANAGING DIRECTOR

by



Name:

KEVIN BUDDHDEW

Title:

ASSOCIATE

[SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

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TRADEMARK  
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## Schedule I

### Subsidiaries

MarathonNorco Aerospace, Inc.
Adams Rite Aerospace, Inc.
Champion Aerospace LLC
Avionic Instruments LLC
Skurka Aerospace Inc.
CDA InterCorp LLC
AeroControllex Group, Inc.
Aviation Technologies, Inc.
Avtech Corporation
Transicoil LLC
Malaysian Aerospace Services, Inc.
Bruce Aerospace Inc.
Bruce Industries, Inc.
CEF Industries, LLC
Acme Aerospace, Inc.
Semco Instruments, Inc.
Dukes Aerospace, Inc.
Aircraft Parts Corporation
McKechnie Aerospace Holdings, Inc.
McKechnie Aerospace DE, Inc.
McKechnie Aerospace US LLC
McKechnie Aerospace Investments, Inc.
Valley-Todeco, Inc.
Hartwell Corporation
Western Sky Industries, LLC
Texas Rotronics, Inc.

**Schedule II**

**Trademarks**

Country	Trademark	Regn No. (App. No.)	Regn. Date (App. Date)	Current Owner
California	FLIP-LOK	(4623)		Western Sky Industries, LLC, a.k.a. Western Sky Industries, Inc.
United States	HARTWELL	2703713 (76/221734)	4/8/03 (3/8/01)	Hartwell Corporation
United States	HARTWELL	1762408 (74/227615)	4/6/93 (12/5/91)	Hartwell Corporation
United States	HASCO	2708392 (76/139439)	4/22/03 (10/2/00)	Hartwell Corporation
United States	HC(Stylized & Design)	2676542 (76/221733)	1/21/03 (3/8/01)	Hartwell Corporation
United States	HC(Stylized & Design)	1744257 (74/233909)	1/5/93 (12/30/91)	Hartwell Corporation
United States	TRIGGER LOCK	1190430 (73/211143)	2/23/82 (4/11/79)	Hartwell Corporation
United States	XLP	2771803 (78/184801)	10/7/03 (11/13/02)	Hartwell Corporation
United States	SOLUTIONEERING	2798501 (76/291921)	12/23/03 (7/31/01)	McKechnie Aerospace (UK) Ltd.
United States	VT	3465245 (77/105071)	7/15/08 (2/12/07)	Valley-Todeco, Inc.
United States	VT AND DESIGN	3465248 (77/106508)	7/15/08 (2/13/07)	Valley-Todeco, Inc.
United States	VT AND DESIGN	3465242 (77/104179)	7/15/08 (2/9/07)	Valley-Todeco, Inc.
United States	VT AND DESIGN	3465241 (77/104155)	7/15/08 (2/9/07)	Valley-Todeco, Inc.
United States	AERO QUALITY	3302559 (78/954831)	10/2/07 (8/17/06)	Western Sky Industries, LLC
United States	DESIGN ONLY	0887394 (72/328085)	3/10/70 (5/22/69)	Western Sky Industries, LLC
United States	TYEE	0887395 (72/328086)	3/10/70 (5/22/69)	Western Sky Industries, LLC

Country	Trademark	Appln No. (App. No.)	Regn. Date (App. Date)	Current Owner
Canada	HARTWELL	TMA586646 (1096075)	8/6/03 (3/15/01)	Hartwell Corporation

Country	Trademark	Appln No. (App. No.)	Regn. Date (App. Date)	Current Owner
Canada	HC (Stylized & Design)	TMA594455 (1096076)	11/12/03 (3/15/01)	Hartwell Corporation
CTM	HARTWELL	2170710 (2170710)	6/3/02 (4/9/01)	Hartwell Corporation
CTM	HC AND DESIGN	2170785 (2170785)	6/3/02 (4/9/01)	Hartwell Corporation
CTM	XLP	3134376 (3134376)	7/21/04 (4/15/03)	Hartwell Corporation
Japan	HARTWELL	4674615 (2001-30621)	5/23/03 (4/3/01)	Hartwell Corporation
Japan	HC (AND DESIGN)	4674616 (2001-30622)	5/23/03 (4/3/01)	Hartwell Corporation
Norway	SHACK'L SHIELD AND DESIGN	146057	7/18/91	Hartwell Corporation
Switzerland	RATE CHEK	398869 4962/1992	1/20/93 (6/30/92)	Hartwell Corporation
United Kingdom	AERO QUALITY AND DESIGN	2113924 (2113924)	12/8/99 (10/25/96)	Western Sky Industries, LLC

Owner	Trademark	Country	Application No.	Registration No.	Registration Date
Adams Rite Aerospace	AQUAFLITE	European Community	1098144	1098144	22-Feb-2001
Avionic Instruments Inc.	AEROSPACE FOR INDUSTRY	USA	74705510	2204172	17-Nov-1998
Avionic Instruments Inc	ACS AND DESIGN	USA	77350069	3599638	31-Mar-2009
Avionic Instruments Inc	AEROSPACE COOLING SOLUTIONS	USA	77350077	3599639	03-Mar-2009
Avtech Corporation	IDEAS THAT FLY	USA	74296051	1804707	16-Nov-1993
Bruce Aerospace, Inc.	WE LIGHT THE SKIES	USA	73448482	1364180	08-Oct-1985
Champion Aerospace LLC	BRINGING POWER TO FLIGHT	USA	74243008	1801860	02-Nov-1993
Champion Aerospace LLC	MISC DESIGN	USA	73646933	1759512	23-Mar-1993
Champion Aerospace LLC	CABLE DESIGN	USA	73646932	1719828	29-Sep-1992
Champion Aerospace LLC	SLICK AND DESIGN	USA	72145624	760554	26-Nov-1963
Champion Aerospace LLC	LASAR and Star Design	USA	74567628	2008936	15-Oct-1996
Champion Aerospace LLC	LASAR	USA	74567629	2010710	22-Oct-1996
Marathonnorco Aerospace, Inc	RF80-M	USA	85126094		
Marathonnorco Aerospace, Inc.	MARATHONNORCO	European Community	8344954	008344954	12-Jan-2010
Marathonnorco Aerospace, Inc.	AEROSPACE and Design				
Marathonnorco Aerospace, Inc.	MARATHON	United Kingdom	B1241295	1241295	04-May-1985
Marathonnorco Aerospace, Inc.	MARATHON	USA	73487939	1330727	16-Apr-1985
Marathonnorco Aerospace, Inc.	M MARATHON	USA	75632368	2787788	02-Dec-2003
	SUPERPOWER AND DESIGN				
Marathonnorco Aerospace, Inc.	M MARATHON AND DESIGN	USA	75632383	2787789	02-Dec-2003
Marathonnorco Aerospace, Inc.	MARATHONNORCO	USA	77653518	3666343	11-Aug-2009
Marathonnorco Aerospace, Inc.	AEROSPACE and Design				
Marathonnorco Aerospace, Inc.	MARATHONNORCO	USA	77746799		
Marathonnorco Aerospace, Inc.	AEROSPACE and Design				
Marathonnorco Aerospace, Inc.	MARATHONNORCO	USA	77746806		
	AEROSPACE and Design				

Owner	Trademark	Country	Application No.	Registration No.	Registration Date
Marathonnorco Aerospace, Inc.	MARATHON	European Community	1220789	1220789	09-Oct-2001
Marathonnorco Aerospace, Inc.	M DESIGN	USA	75632205	2543727	05-Mar-2002
Marathonnorco Aerospace, Inc.	MNAI	USA	78551622	3319738	23-Oct-2007
Marathonnorco Aerospace, Inc.	MARATHON	Canada	1004273	550881	17-Sep-2001
Marathonnorco Aerospace, Inc.	PROEASE	USA	75513355	2496591	09-Oct-2001
Marathonnorco Aerospace, Inc.	DATAFX	USA	75124154	2083649	29-Jul-1997
Marathonnorco Aerospace, Inc.	CASP	USA	73586477	1411141	30-Sep-1986
Marathonnorco Aerospace, Inc.	MNAI	USA	78551619	3125918	08-Aug-2006
Marathonnorco Aerospace, Inc.	NORCO INC. AND DESIGN	USA	73166121	1153612	12-May-1981
Marathonnorco Aerospace, Inc.	REFLEX	USA	72383564	936522	27-Jun-1972
Marathonnorco Aerospace, Inc.	DIGIFLEX	USA	73338416	1252763	04-Oct-1983
Marathonnorco Aerospace, Inc.	BALL REVERSER	USA	73068552	1144720	30-Dec-1980
Marathonnorco Aerospace, Inc.	CHRISTIE	USA	74247133	1727289	27-Oct-1992
Marathonnorco Aerospace, Inc.	SUPERPOWER	USA	73515350	1347534	09-Jul-1985
TransDigm Inc.	TRANSDIGM	China (People's Republic)	6581262		
TransDigm Inc.	WIGGINS	Chile	96171	639340	16-Aug-2002
TransDigm Inc.	TRANSDIGM	USA	77277955	3457067	01-Jul-2008
TransDigm Inc.	ADEL	USA	73293427	1189110	09-Feb-1982
TransDigm Inc.	WIGGINS	USA	73339008	1236043	03-May-1983
TransDigm Inc.	WIGGINS	Australia		370922	27-Jan-1982
TransDigm Inc.	WIGGINS	South Africa		B81/9465	08-Dec-1981
TransDigm Inc.	WIGGINS	South Africa		B81/4151	16-Jun-1981
TransDigm Inc.	WIGGINS	South Africa		B81/9466	08-Dec-1981
TransDigm Inc.	WIG-O-FLEX	United Kingdom	737800	737800	04-Jan-1976
TransDigm Inc.	TRANSDIGM	China (People's Republic)	6581258	6581258	28-Mar-2010
TransDigm Inc.	TRANSDIGM	China (People's Republic)	6581259	6581259	28-Apr-2010
TransDigm Inc.	TRANSDIGM	China (People's Republic)	6581260	6581260	28-Mar-2010

Owner	Trademark:	Country	Application No.	Registration No.:	Registration Date:
TransDigm Inc.	TRANSDIGM	China (People's Republic)	6581261	6581261	28-Mar-2010