TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
D3 Technologies Inc.		09/12/2011	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Administrative Agent
Street Address:	1525 West W.T. Harris Blvd.-1B1
Internal Address:	Mail Code: MAC D1109-019
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28262
Entity Type:	a national banking association: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3984172	D3 TECHNOLOGIES

CORRESPONDENCE DATA

Fax Number: (704)343-2300
Phone: (704) 373-4640
Email: bsmith@mcguirewoods.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Betty G. Smith
Address Line 1:   McGuireWoods LLP, 201 N. Tryon Street
Address Line 2:   Suite 3000
Address Line 4:   Charlotte, NORTH CAROLINA   28202

ATTORNEY DOCKET NUMBER:	2029724.0473
NAME OF SUBMITTER:	Betty G. Smith
Signature:	/Betty G. Smith/

Date:	09/19/2011

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of September 12, 2011 by and between D3 TECHNOLOGIES INC., a California corporation (the "Grantor"), having its chief executive office at 411 Fountain Lakes Blvd., St. Charles, MO 63301 and WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent (the "Administrative Agent"), with offices at 1525 West W.T Harris Blvd. – 1B1, Mail Code: MAC D1109-019, Charlotte, NC 28262 for the ratable benefit of the banks and other institutions (the "Lenders") from time to time parties to the Amended and Restated Credit Agreement dated as of September 12, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among LMI Aerospace, Inc., as the Borrower, the Lenders and the Administrative Agent.

This Agreement is executed pursuant to the terms of an Amended and Restated Collateral Agreement dated as of September 12, 2011 by and among LMI Aerospace, Inc., certain of its Subsidiaries party thereto, including the Grantor, and the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meanings assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

      (i)   each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application of the Grantor, including, without limitation, each Trademark, Trademark registration and Trademark application described on Schedule A;

      (ii)   each Trademark License, including, without limitation, each Trademark License described on Schedule B;

      (iii)   all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark or Trademark registration, including, without limitation, any Trademark or Trademark registration described on Schedule A or under any Trademark licensed under any Trademark License, including, without limitation, any Trademark License described on Schedule B, (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark License or (c) breach of enforcement of any Trademark License; and

      (iv)   all products and proceeds of the foregoing.

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

D3 TECHNOLOGIES INC., as Grantor

By: _____

Name: Lawrence E. Dickinson
Title: Vice President and Secretary

ACKNOWLEDGMENT

STATE OF MISSOURI   )
) SS
COUNTY OF ST. CHARLES)

I, _AuDREy Crane_, a Notary Public for said County and State, do hereby certify that Lawrence E. Dickinson personally appeared before me this day and stated that he is Vice President and Secretary of D3 Technologies Inc. and acknowledged, on behalf of D3 Technologies Inc. the due execution of the foregoing instrument.

Witness my hand and official seal, this _12th_ day of September, 2011.

_____
Notary Public

#11986393

My commission expires:

_9/1/2015_

Agreed and Accepted as of the
9th day of September, 2011.

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: _____
Name: Beth A. Tiffin
Title: Senior Vice President

Trademark Security Agreement
D3 Technologies Inc.
Signature Page

Schedule A to Trademark Security Agreement

TRADEMARKS

OWNER	TRADEMARK	SERIAL NO.	REGISTRATION NO.	REGSITRATION DATE	RENEWAL DATE
D3 Technologies Inc.	"D3 TECHNOLOGIES"	85072041	3984172	6/28/2011	6/28/2021

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Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None.

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