

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																				
NATURE OF CONVEYANCE:	Security Agreement																																				
CONVEYING PARTY DATA																																					
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Name</th> <th style="width: 25%;">Formerly</th> <th style="width: 25%;">Execution Date</th> <th style="width: 25%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>SCHNELLER HOLDINGS LLC</td> <td></td> <td>09/22/2011</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> <tr> <td>SCHNELLER LLC</td> <td></td> <td>09/22/2011</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> <tr> <td>SCHNELLER INTERNATIONAL SALES CORP.</td> <td></td> <td>09/22/2011</td> <td>CORPORATION: OHIO</td> </tr> </tbody> </table>	Name	Formerly	Execution Date	Entity Type	SCHNELLER HOLDINGS LLC		09/22/2011	LIMITED LIABILITY COMPANY: DELAWARE	SCHNELLER LLC		09/22/2011	LIMITED LIABILITY COMPANY: DELAWARE	SCHNELLER INTERNATIONAL SALES CORP.		09/22/2011	CORPORATION: OHIO																					
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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: 16																																					
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Registration Number:	3788284	AERFUSION VIA
Registration Number:	3788285	AERFUSION VIA FLOORING BY DESIGN
Registration Number:	3613419	AEREASE
Registration Number:	3606781	TRUE-TO-NATURE
Serial Number:	77692816	AERFUSION ECO

CORRESPONDENCE DATA

Fax Number: (866)826-5420
 Phone: 3016380511
 Email: ipresearchplus@comcast.net
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 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:	37398
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	10/03/2011

Total Attachments: 10
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of September 22, 2011 (this "Agreement"), is entered into by the Subsidiaries of TransDigm Inc. 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, TransDigm Inc. (the "Borrower"), TransDigm Group Incorporated ("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 by Amendment No. 1 as of March 25, 2011 (as further 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 February 14, 2011 (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 February 14, 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.

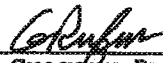
(c) Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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.

EACH OF THE SUBSIDIARIES
LISTED ON SCHEDULE I HERETO

by



Name: Gregory Rufus
Title: Treasurer and Secretary

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH, as
Agent

by

Name:
Title:

by

Name:
Title:

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

[[3302737]]

TRADEMARK
REEL: 004634 FRAME: 0791

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EACH OF THE SUBSIDIARIES
LISTED ON SCHEDULE I HERETO

by

Name:

Title:

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH, as Agent

by



Name:

ROBERT HETU

Title: MANAGING DIRECTOR

by



Name:

KEVIN BUDDHEW

Title: ASSOCIATE

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

[[3302737]]

TRADEMARK
REEL: 004634 FRAME: 0792

Schedule I

Subsidiaries

Schneller Holdings LLC
Schneller LLC
Schneller International Sales Corp.

Schedule II

Trademarks

<u>Mark</u>	<u>Application/Registration No.</u>	<u>Application/ Registration Date</u>	<u>Jurisdiction</u>
PANFLOR	3483585	August 12, 2008	US
SURROUNDING YOU WITH SOLUTIONS	3375076	January 29, 2008	US
AERFUSION	3326159	October 30, 2007	US
INDURA GTFILM	3217474	March 13, 2007	US
INDURA GTFORM	3217477	March 13, 2007	US
INDURA GTGLAS	3217478	March 13, 2007	US
INDURA	3199487	January 16, 2007	US
AERSHADE	1512683	November 15, 1988	US
AERFILM LHR	1457060	September 15, 1987	US
DESIGNS THAT FLY	1380565	January 28, 1986	US
S SCHNELLER and design	1380566	January 28, 1986	US
AERFUSION ECO	77692816	March 17, 2009	US
AERFUSION VIA	3788284	May 11, 2010	US
AERFUSION VIA FLOORING BY DESIGN	3788285	May 11, 2010	US
AEREASE	3613419	April 28, 2009	US

TRUE-TO-NATURE	3606781	April 14, 2009	US
INDURA	5277223	August 23, 2007	CTM
AERFUSION	4702718	March 20, 2007	CTM
S SCHNELLER DESIGNS THAT FLY and design	578637	1995	FR