

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AirBorn, Inc.		01/03/2012	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Comerica Bank
Street Address:	39200 Six Mile Road
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	a Texas banking association: TEXAS

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Serial Number:	85498590	AIRBORN ELECTRONICS, INC.
Serial Number:	85498572	AIRBORN ELECTRONICS SUPPLY CORPORATION
Serial Number:	85481338	VERSIHD
Serial Number:	85481325	MICROQUAD
Serial Number:	85481320	MICROSI
Serial Number:	85481317	VERSI
Serial Number:	85419986	A AIRBORN CONNECTING CUSTOMERS TO SUCCESS
Serial Number:	85419955	CONNECTING CUSTOMERS TO SUCCESS
Serial Number:	85308578	MICROQUAD
Serial Number:	85308564	VERSI
Serial Number:	85308539	MICROSI
Registration Number:	3652977	10400
Registration Number:	3587596	A
Registration Number:	3474474	AIRBORN

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CORRESPONDENCE DATA

Fax Number: (313)496-8454
Phone: 3134967562
Email: spano@millercanfield.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Kristen I. Spano
Address Line 1: 150 West Jefferson Avenue
Address Line 2: Suite 2500
Address Line 4: Detroit, MICHIGAN 48226

ATTORNEY DOCKET NUMBER:	126593-39
NAME OF SUBMITTER:	Kristen I. Spano
Signature:	/Kristen I. Spano/
Date:	01/04/2012

Total Attachments: 3
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GRANT OF SECURITY INTEREST IN TRADEMARKS

FOR VALUABLE CONSIDERATION, as of this 3rd day of January, 2012, the receipt and adequacy of which is acknowledged, AirBorn, Inc., a Texas corporation ("Grantor"), grants to Comerica Bank, a Texas banking association, solely in its capacity as collateral agent (in such capacity "Collateral Agent"), pursuant to the Collateral Agency and Intercreditor Agreement dated as of even date herewith, as amended, restated from time to time, to and for the benefit of the Agent under Revolving Credit and Term Loan Agreement, dated as of the date hereof, between Grantor, AirBorn Interconnect, Inc. ("AirBorn Interconnect"), Collateral Agent and the lenders party thereto ("Credit Agreement"), and Comerica Bank as issuer of the letter of credit under the Reimbursement Agreement (as defined in the Credit Agreement), a security interest and all of Grantor's right, title and interest in and to the following, whether existing now or later, or on which Grantor now has or later acquires an interest, and wherever the same may be located ("Trademark Collateral"):

1. All rights, title and interest (including rights acquired pursuant to a license or otherwise, but only to the extent permitted by the agreements governing such license or other use and without resulting in the abandonment, invalidation or unenforceability of any right, title or interest of Grantor therein) in and to the following trademarks (collectively, the "Trademarks") described on Exhibit A.
2. All proceeds, products, rents and profits of or from any and all the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Agent and Banks are the loss payee), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise in respect of any of the foregoing Trademark Collateral. For these purposes, the term "Proceeds" includes whatever is received or receivable when any Trademark Collateral or other proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor has granted the security interest under this instrument pursuant to the terms of a Security Agreement, dated as of the date hereof ("Security Agreement"), made by Grantor, AirBorn Interconnect, AirBorn Electronics, Inc., Central Minnesota Tool & Stamping, Inc., StrataFLEX Acquisition Corp., Caron Enterprises, Inc. and StrataFLEX, Inc. in favor of Collateral Agent for the purposes of security as provided in the Security Agreement. Grantor acknowledges and affirms that the rights, privileges and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral granted in this instrument are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated in this instrument by this reference.

[signature page follows]

Grantor has executed and delivered this Grant of Security Interest in Trademarks as of the day and year first above written.

Principal Place of Business:

AIRBORN, INC.

By: 

Name: Cindy K. Lewis

Title President

Exhibit A
Trademarks

Trademarks

Registrant	Trademark	Serial/Reg. No.	Security Interest
AirBorn, Inc.	AIRBORN ELECTRONICS, INC.	85498590	None
AirBorn, Inc.	AIRBORN ELECTRONICS SUPPLY CORPORATION	85498572	None
AirBorn, Inc.	VERSIHD	85481338	None
AirBorn, Inc.	MICROQUAD	85481325	None
AirBorn, Inc.	MICROSI	85481320	None
AirBorn, Inc.	VERSI	85481317	None
AirBorn, Inc.	A AIRBORN CONNECTING CUSTOMERS TO SUCCESS	85419986	None
AirBorn, Inc.	CONNECTING CUSTOMERS TO SUCCESS	85419955	None
AirBorn, Inc.	MICROQUAD	85308578	None
AirBorn, Inc.	VERSI	85308564	None
AirBorn, Inc.	MICROSI	85308539	None
AirBorn, Inc.	10400	3652977	None
AirBorn, Inc.	A	3587596	None
AirBorn, Inc.	AIRBORN	3474474	None

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