

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
Airborne Systems NA Inc.		12/23/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	c/o Document Control Center		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15129		
Entity Type:	National Bank: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	77715030	DRAGONFLY	
Registration Number:	4070996	FIREFLY	
Serial Number:	77715215	GIGAFLY	
Serial Number:	77715118	MEGAFLY	
Registration Number:	4070995	MICROFLY	
Serial Number:	77715175	NANOFLY	
Serial Number:	77314234	NANOFLY	
Serial Number:	77715429	SARFLY	
CORRESPONDENCE DATA			
Fax Number:	(202)344-8300		
Phone:	703-875-0456		
Email:	ajzottola@venable.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			

CH \$215.00 77715030

Correspondent Name: A.J. Zottola
Address Line 1: 575 7th Street, NW
Address Line 2: P.O. Box 34385
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004-9998

NAME OF SUBMITTER:	A.J. Zottola (Venable LLP)
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Signature:	/A.J. Zottola (Venable LLP)/
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Date:	01/09/2012
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Total Attachments: 8
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GRANT OF
SECURITY INTEREST IN PATENTS, TRADEMARKS AND COPYRIGHTS

This GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND COPYRIGHTS (this "Agreement") is entered into effective as of December 23, 2011 by and among AIRBORNE SYSTEMS NA INC., a Delaware corporation (the "Grantor"), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as Agent (the "Agent") for the Lenders referred to below (the "Agent"), each of which are parties to that certain Patent, Trademark and Copyright Security Agreement, dated as of December 23, 2011 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among Airborne Acquisition, Inc., a Delaware corporation (the "Borrower"), each of the other grantors party thereto and the Agent.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement (as amended, restated, modified or supplemented from time to time, the "Credit Agreement") dated as of December 23, 2011 by and among the Borrower, the Grantor, each of the other Guarantors (as defined therein), the "Lenders" (as defined therein) and the Agent, the Agent and the Lenders have agreed to provide certain loans and other financial accommodations to the Borrower, and the Grantor has agreed, among other things, to grant a security interest to the Agent in the Grantor's Patents, Trademarks and Copyrights (as defined in the Security Agreement); and

WHEREAS, in connection with the Credit Agreement and the Security Agreement, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms used in this Agreement have the meanings provided, or provided by reference in, the Security Agreement.

SECTION 2. Grant of Security Interest. Subject to the terms and conditions of the Credit Agreement and the Security Agreement, the Grantor hereby grants to and creates in favor of the Agent, for the benefit of the Agent and the Lenders, a security interest in and to all of the Grantor's Patents, Trademarks and Copyrights (including, without limitation, those items listed on Schedule A, Schedule B and Schedule C attached hereto) (collectively, the "Collateral"); provided, however, that notwithstanding anything to the contrary herein, no security interest shall be deemed granted hereunder in any intent to use trademark applications solely to the extent that, and during the period in which, the grant of a security interest therein would impair the validity or enforceability thereof or result in the cancellation or voiding thereof.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Agent, for the

benefit of the Agent and the Lenders, in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Agents and Lenders thereunder) shall remain in full force and effect in accordance with its terms.


SECTION 4. Acknowledgment. The Grantor hereby further acknowledges and affirms that the rights and remedies of the Agent and the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same original.

[Remainder of the page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ATTEST



Name: Richard Dunbar
Title: Banking Service Advisor

ATTEST

Name:
Title:

AGENT:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 

Name: Crissola Kennedy Talsania
Title: Vice President

GRANTOR:

AIRBORNE SYSTEMS NA INC.

By: _____
Name:
Title:

[Signature page – Grant of Security Interest in Patents, Trademarks and Copyrights]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ATTEST

Name:
Title:

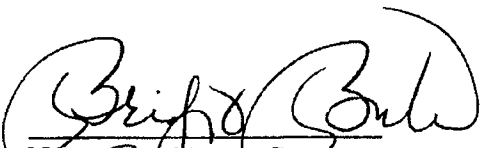
AGENT:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____

Name:
Title:

ATTEST




Name: Bridget Butrice
Title: Director of Finance - ASWA

GRANTOR:

AIRBORNE SYSTEMS NA INC.

By: _____



Name: Brad Pedersen
Title: President

[Signature page – Grant of Security Interest in Patents, Trademarks and Copyrights]

TRADEMARK
REEL: 004693 FRAME: 0956

SCHEDULE A

UNITED STATES ISSUED PATENTS AND PATENT APPLICATIONS

NONE.

SCHEDULE B

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

1. Trademarks:

<u>Exact Legal Name of Owner</u>	<u>Description of Intellectual Property</u>	<u>Status</u>	<u>Country of Registration / Registration Office(s)</u>	<u>Application or Registration Number(s)</u>	<u>Application or Registration Date(s)</u>
Airborne Systems NA Inc.	DRAGONFLY	Pending ITU	U.S. / USPTO	77715030	4/16/2009
Airborne Systems NA Inc.	FIREFLY	Registered	U.S. / USPTO	4070996	12/13/2011
Airborne Systems NA Inc.	GIGAFLY	Pending ITU	U.S. / USPTO	77715215	4/16/2009
Airborne Systems NA Inc.	MEGAFLY	Pending ITU	U.S. / USPTO	77715118	4/16/2009
Airborne Systems NA Inc.	MICROFLY	Registered	U.S. / USPTO	4070995	12/13/2011
Airborne Systems NA Inc.	NANOFLY	Pending ITU	U.S. / USPTO	77715175	4/16/2009
Airborne Systems NA Inc.	NANOFLY (Stylized) <i>NANOFLY</i>	Abandoned	U.S. / USPTO	77314234	10/26/2007
Airborne Systems NA Inc.	SARFLY	Pending ITU	U.S. / USPTO	77715429	4/16/2009

2. Applications:

NONE.

SCHEDULE C

UNITED STATES COPYRIGHTS REGISTRATIONS AND APPLICATIONS

NONE.