

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT AND ASSUMPTION OF SECOND LIEN SECURITY INTEREST IN TRADEMARK RIGHTS RECORDED AT REEL 003651 FRAME 0700		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LEHMAN COMMERCIAL PAPER INC.		01/26/2012	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION		
Street Address:	50 SOUTH SIXTH STREET, SUITE 1290		
City:	MINNEAPOLIS		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2301647	AIM	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	044807-0001		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
Signature:	/KJA/		
Date:	01/31/2012		

**Total Attachments: 5**

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## **ASSIGNMENT AND ASSUMPTION**

This ASSIGNMENT AND ASSUMPTION dated as of January 26, 2012 (this "Assignment and Assumption") is made by LEHMAN COMMERCIAL PAPER INC. ("Lehman") and WILMINGTON TRUST, NATIONAL ASSOCIATION ("Wilmington").

WHEREAS, reference is made to that certain Second Lien Credit Agreement dated as of October 25, 2007 (as amended, supplemented or otherwise modified prior to the date hereof, (the "Credit Agreement"); unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given therein) by and among ARINC Incorporated, a Delaware corporation, (the "Borrower"), Radio Holdings, Inc., a Delaware corporation, Radio Acquisition Corp., a Delaware corporation, as Initial Borrower, Lehman, in its capacity as Collateral Agent, (the "Agent") for several banks and other financial institutions (the "Lenders"), JPMorgan Chase Bank, N.A., a national banking association, as Syndication Agent and Lehman, in its capacity as Administrative Agent.

WHEREAS, reference is also made to the Second Lien Guarantee and Collateral Agreement, dated October 25, 2007, between ARINC Control and Information Systems, LLC (the "Grantor"), the Borrower and certain other subsidiaries of the Borrower and Agent (the "Guarantee and Collateral Agreement"); and

WHEREAS, pursuant to the Credit Agreement and the Grant of Second Lien Security Interest in Trademark Rights recorded with the United States Patent and Trademark Office on October 31, 2007, in Reel 003651, Frame 0700, as Document Number 509333/0163, (the "Trademark Security Agreement"), Grantor granted Agent a lien on and security interest in and to all of its right, title and interest in and to the Trademarks owned by it, as described on Schedule A;

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto agree as follows:

Lehman hereby irrevocably, absolutely and unconditionally assigns to Wilmington without recourse and without any representation or warranty of any kind, nature or description and Wilmington hereby assumes from Lehman, the interest in and to Lehman's rights and obligations under the Trademark Security Agreement (the "Assigned Interest"), as of the Effective Date (as defined below).

The effective date of this Assignment and Assumption shall be the date of execution by all parties (the "Effective Date"). Following the execution of this Assignment and Assumption, it will be delivered to Wilmington for recording by Wilmington pursuant to the Credit Agreement, the Guarantee and Collateral Agreement and the Trademark Security Agreement with the United States Patent and Trademark Office.

From and after the Effective Date, (a) Wilmington shall be a party to the Trademark Security Agreement and, to the extent provided in this Assignment and Assumption,

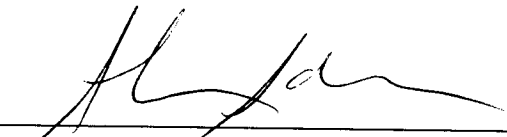
have the rights and obligations of the Agent thereunder and shall be bound by the provisions thereof and (b) Lehman shall, to the extent provided in this Assignment and Assumption, relinquish its rights and be released from its obligations under the Trademark Security Agreement.

This Assignment and Assumption shall be governed by and construed in accordance with the laws of the State of New York.

*[Remainder of Page Intentionally Left Blank]*


IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed by their respective duly authorized officers.

LEHMAN COMMERCIAL PAPER INC.,  
as Assignor

By:   
Name: MARIA SCHMITZER  
Title: AUTHORIZED SIGNATORY

Accepted:

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Assignee

By:   
Name: **Joshua G. James**  
Title: **Banking Officer**

**SCHEDULE A**  
**to**  
**ASSIGNMENT AND ASSUMPTION**

**TRADEMARKS**

Trademarks	Registration/Serial Number
AIM	2,301,647