

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT AND ASSUMPTION SECOND LIEN SECURITY INTEREST IN TRADEMARK RIGHTS AT REEL 003651 FRAME 0710		
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 12090		
City:	MINNEAPOLIS		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Serial Number:	78729665	AEROMOBILE AIRBORNE MOBILE CONNECTIVITY	
Serial Number:	78729669	AEROMOBILE	
Serial Number:	77172795	DEDICATION BEYOND EXPECTATION	
Registration Number:	2939261	EFLIGHTDECK	
Registration Number:	2773152	YOU WON'T BELIEVE WHAT WE CAN DO	
Registration Number:	2873193	ARINC YOU WON'T BELIEVE WHAT WE CAN DO	
Registration Number:	2762383	FOREWARN	
Registration Number:	2854215	AVIPARTS	
Registration Number:	2600131	AVINET	
Registration Number:	2596833	AVINET	
Registration Number:	1950436	MUSE	
Registration Number:	2122015	CNS/LINK	
Registration Number:	1735805	GLOBALINK	

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Registration Number:	1179508	ARINC
Registration Number:	1096980	ACARS
Registration Number:	0962817	AERO LINE
Registration Number:	0962816	PLANE TALK
Registration Number:	0861149	ARINC
Registration Number:	0761093	ARINC
Registration Number:	2162873	PILOTMATE
Registration Number:	2066266	SKYELINK

#### CORRESPONDENCE DATA

Fax Number: (714)755-8290

Email: IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM

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

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
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NAME OF SUBMITTER:	KRISTIN J AZCONA
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Signature:	/KJA/
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Date:	01/31/2012
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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 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 0710, as Document Number 509333/0163, (the "Trademark Security Agreement"), Borrower 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: \_\_\_\_\_

Title: \_\_\_\_\_

  
**AHUVA SCHWAGER**  
**AUTHORIZED SIGNATORY**

Accepted:

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Assignee

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

SCHEDULE A  
to  
ASSIGNMENT AND ASSUMPTION

**TRADEMARKS**

<b>Trademark</b>	<b>Registration or Serial Number</b>
AEROMOBILE AIRBORNE MOBILE CONNECTIVITY AND DESIGN	78/729,665
AEROMOBILE	78/729,669
DEDICATION BEYOND EXPECTATION	77/172,795
EFLIGHTDECK	2,939,261
YOU WON'T BELIEVE WHAT WE CAN DO	2,773,152
ARINC YOU WON'T BELIEVE WHAT WE CAN DO	2,873,193
FOREWARN	2,762,383
AVIPARTS	2,854,215
AVINET	2,600,131
AVINET AND DESIGN	2,596,833
MUSE	1,950,436
CSN/LINK	2,122,015
GLOBALINK AND DESIGN	1,735,805
ARINC AND DESIGN	1,179,508
ACARS	1,096,980
AERO LINE	962,817
PLANE TALK	962,816
ARINC	861,149
ARINC	761,093
PILOTMATE	2,162,873
SKYELINK	2,066,266