TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AMSAFE, INC.		02/15/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG
Street Address:	11 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	BANK: SWITZERLAND

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3618970	AMSAFE
Serial Number:	85488786	THE BEST SEAT IN THE AIR
Serial Number:	85488790	THE BEST SEAT IN THE SKY
Registration Number:	2740758	AMSAFE
Registration Number:	2798629	AMSAFE
Registration Number:	2880669	
Registration Number:	2742840	AAIR
Registration Number:	3048341	
Registration Number:	2672741	AAIR--AM-SAFE AVIATION INFLATABLE RESTRAINT
Registration Number:	3626306	AMSAFE BRIDPORT
Registration Number:	3409726	CARES
Registration Number:	3413419	CARES KIDS FLY SAFE
Registration Number:	3264334	QUICKZIP

OP $340.00 3618970

CORRESPONDENCE DATA

Fax Number:	(866)826-5420
Phone:	301-638-0511
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 4:	Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	37793
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	03/08/2012

Total Attachments: 8
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Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
AMSAFE, INC.

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☑ Corporation- State: DELAWARE
☐ Other

Citizenship (see guidelines)

Additional names of conveying parties attached? ☐ Yes ☑ No

2. Name and address of receiving party(ies)
Additional names, addresses, or citizenship attached? ☐ Yes ☑ No

Name: CREDIT SUISSE AG
Internal Address:
Street Address: 11 MADISON AVENUE
City: NEW YORK
State: NEW YORK
Country: UNITED STATES Zip: 10010

☐ Association Citizenship
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship
☐ Corporation Citizenship
☑ Other BANK Citizenship SWITZERLAND

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☑ No
(Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :
Execution Date(s) FEBRUARY 15, 2012

☐ Assignment ☐ Merger
☑ Security Agreement ☐ Change of Name
☐ Other

4. Application number(s) or registration number(s) and identification or description of the Trademark.
A. Trademark Application No.(s)
SEE SCHEDULE ATTACHED

B. Trademark Registration No.(s)
SEE SCHEDULE ATTACHED

Additional sheet(s) attached? ☑ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:
Name: IP Research Plus
Internal Address:
Attn: Penelope J.A. Agodoa
Street Address:
21 Tadcaster Circle
City: Waldorf
State: MD Zip: 20602
Phone Number: 301-638-0511
Fax Number: 866-826-5420
Email Address: orders@ipresearchplus.com

6. Total number of applications and registrations involved: 13

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $
☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:
a. Credit Card Last 4 Numbers
Expiration Date
b. Deposit Account Number
Authorized User Name

9. Signature:
Jessica Levin
Signature

FEBRUARY 15, 2012
Date

JESSICA LEVIN
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of February 15, 2012 (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 under the Guarantee and Collateral Agreement (as defined herein).

WHEREAS, TransDigm Inc. (the "Borrower"), TransDigm Group Incorporated ("Holdings"), the subsidiaries of the Borrower party thereto, 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 subsidiaries of the Borrower party thereto, 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, dated 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 subsidiaries of the Borrower party thereto, 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 by Amendment No. 1 and Incremental Term Loan Assumption Agreement, dated as of February 15, 2012 (as further 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 further 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

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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 used and not otherwise defined herein have the meanings set forth in the Guarantee and Collateral Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's 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 the Grantors' approval of or signature to such modification, by amending Schedule II hereto 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 the Grantors and their respective successors and assigns. The 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: ROBERT HETU
Title: MANAGING DIRECTOR

by _____
Name: KEVIN BUDDHDEW
Title: ASSOCIATE

Schedule I

Subsidiaries

AmSafe Global Holdings, Inc.
AP Global Holdings, Inc.
AP Global Acquisition Corp.
AmSafe Industries, Inc.
Bridport Holdings, Inc.
AmSafe, Inc.
AmSafe Aviation, Inc.
AmSafe Bridport, Inc.
AmSafe Commercial Products, Inc.
Bridport-Air Carrier, Inc.
Bridport Erie Aviation, Inc.
AmSafe – C Safe, Inc.

TRADEMARK
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Schedule II

Trademarks

Trademark	Country	Number	Owner
AMSAFE	U.S.	3618970	AMSAFE, INC.
AMSAFE	European Community	2507168	Am-Safe, Incorporated
AMSAFE (and design)	U.S.	2740758	AMSAFE, INC.
AMSAFE (Stylized)	European Community	2507184	Am-Safe, Incorporated
AMSAFE (Stylized)	U.S.	2798629	AMSAFE, INC.
TEARDROP BUCKLE CONFIGURATION DESIGN	U.S.	2880669	AMSAFE, INC.
TEARDROP BUCKLE CONFIGURATION DESIGN	European Community	Application # 002579696	Am-Safe, Incorporated
AAIR	U.S.	2742840	AMSAFE, INC.
AAIR Design	U.S.	3048341	AMSAFE, INC.
AAIR - AM-SAFE AVIATION INFLATABLE RESTRAINT	U.S.	2672741	AMSAFE, INC.
AMSAFE BRIDPORT	U.S.	3626306	AMSAFE, INC.
CARES	U.S.	3409726	AMSAFE, INC.
CARES KIDS FLY SAFE and design	U.S.	3413419	AMSAFE, INC.
QUICKZIP	U.S.	3264334	AMSAFE, INC.
THE BEST SEAT IN THE AIR	U.S.	85488786	AMSAFE, INC.
THE BEST SEAT IN THE SKY	U.S.	85488790	AMSAFE, INC.
AMSAFE	China	5152276	AmSafe, Inc.
AMSAFE (and design)	China	5152275	AmSafe, Inc.