

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aero Union Corporation		08/31/2012	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	VRB Corporation
Street Address:	431 W. Lafayette
Internal Address:	MC 3391
City:	Detroit
State/Country:	MICHIGAN
Postal Code:	48226
Entity Type:	CORPORATION: MICHIGAN

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Serial Number:	85048561	AU
Serial Number:	85048571	AERO UNION
Serial Number:	85048566	AU AERO UNION CORPORATION

CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	415/774-2953
Email:	mkahn@sheppardmullin.com
Correspondent Name:	Michelle D. Kahn
Address Line 1:	Sheppard Mullin Richter & Hampton LLC
Address Line 2:	Four Embarcadero Center; 17th Floor
Address Line 4:	San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	032B-162812
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CH \$90.00 85048561

NAME OF SUBMITTER:	Michelle D. Kahn
Signature:	/michelle d kahn/
Date:	11/29/2012
<p>Total Attachments: 24</p> <p>source=AeroUnion Final Partial Strict Foreclosure Notice 10-26-12#page1.tif source=AeroUnion Final Partial Strict Foreclosure Notice 10-26-12#page2.tif source=AeroUnion Final Partial Strict Foreclosure Notice 10-26-12#page3.tif source=AeroUnion Final Partial Strict Foreclosure Notice 10-26-12#page4.tif source=AeroUnion Final Partial Strict Foreclosure Notice 10-26-12#page5.tif source=AeroUnion Final Partial Strict Foreclosure Notice 10-26-12#page6.tif source=AeroUnion Final Partial Strict Foreclosure Notice 10-26-12#page7.tif source=AeroUnion Final Partial Strict Foreclosure Notice 10-26-12#page8.tif source=AeroUnion Final Partial Strict Foreclosure Notice 10-26-12#page9.tif source=AeroUnion Final Partial Strict Foreclosure Notice 10-26-12#page10.tif source=AeroUnion Final Partial Strict Foreclosure Notice 10-26-12#page11.tif source=AeroUnion Final Partial Strict Foreclosure Notice 10-26-12#page12.tif source=AeroUnion Final Partial Strict Foreclosure Notice 10-26-12#page13.tif source=AeroUnion Final Partial Strict Foreclosure Notice 10-26-12#page14.tif source=AeroUnion Final Partial Strict Foreclosure Notice 10-26-12#page15.tif source=AeroUnion Final Partial Strict Foreclosure Notice 10-26-12#page16.tif source=AeroUnion Final Partial Strict Foreclosure Notice 10-26-12#page17.tif source=AeroUnion Final Partial Strict Foreclosure Notice 10-26-12#page18.tif source=AeroUnion Final Partial Strict Foreclosure Notice 10-26-12#page19.tif source=AeroUnion Final Partial Strict Foreclosure Notice 10-26-12#page20.tif source=AeroUnion Final Partial Strict Foreclosure Notice 10-26-12#page21.tif source=AeroUnion Final Partial Strict Foreclosure Notice 10-26-12#page22.tif source=AeroUnion Final Partial Strict Foreclosure Notice 10-26-12#page23.tif source=AeroUnion Final Partial Strict Foreclosure Notice 10-26-12#page24.tif</p>	

**NOTIFICATION OF PROPOSAL TO ACCEPT COLLATERAL
IN PARTIAL SATISFACTION OF DEBT**

(Strict Foreclosure Pursuant to California UCC § 9620, *et seq.*)

To: Interested Parties in Assets of Aero Union Corporation (see attached Distribution List)

From: VRB Corp., as successor in interest to Comerica Bank (the "Secured Party")

Re: Aero Union Corporation (the "Debtor")

The Debtor is in default under that certain Amended and Restated Credit Agreement dated as of January 26, 2010, executed by and between the Debtor and the Secured Party (as the same has been amended from time to time, the "Credit Agreement"), and the promissory notes referenced therein (as the same have been amended from time to time, collectively, the "Notes"). The aggregate outstanding principal balance due from the Debtor to the Secured Party under the Credit Agreement and the Notes is \$21,442,070.34 as of October 5, 2012, and together with interest and any costs, expenses and other amounts to be reimbursed by Debtor to the Secured Party is collectively referred to as, the "Debt".

Secured Party holds a security interest in all right, title and interest of Debtor in the personal property described in Schedule 1 attached hereto (collectively, the "Collateral") under various agreements and instruments. The Secured Party hereby proposes to accept the Collateral in partial satisfaction of the Debt. The sum of \$16,442,070.34 of the Debt will be satisfied upon the Secured Party's acceptance of the Collateral.


If you have any objection to the Secured Party's proposal to accept the Collateral in partial satisfaction of the Debt, you must send the Secured Party (at the address set forth below the signature block) an authenticated statement of your objection within twenty (20) days from the date this notice was sent. If the Secured Party has not received an authenticated objection within that time period, you will be deemed to have consented to this proposal and will have no further right to object, and the Secured Party will retain the Collateral in partial satisfaction of the Debt, as described herein. This proposal supersedes that certain Notification of Proposal to Accept Collateral in Full Satisfaction of Debt dated August 30, 2012 from Secured Party.

[Signature page follows]

Dated and Sent: October 26 2012

VRB CORP.

By:


MICHAEL MOORE E.V.P.
[Printed Name and Title]

Address:

VRB Corp.
c/o Melanie Dovano
First Vice President – Western Market
Comerica Bank
MC 4841
333 W. Santa Clara St.
San Jose, CA 95113

Debtor Consent

The Debtor hereby consents to the foregoing as of October __, 2012:

Aero Union Corporation

By:

[Printed Name and Title]

Dated and Sent: October 19, 2012

VRB CORP.

By: _____

[Printed Name and Title]

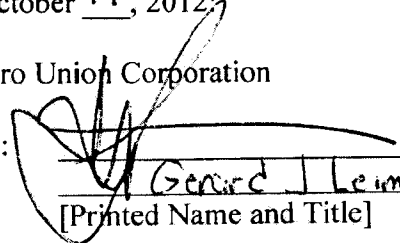
Address:
VRB Corp.
c/o Melanie Dovano
First Vice President – Western Market
Comerica Bank
MC 4841
333 W. Santa Clara St.
San Jose, CA 95113

Debtor Consent

The Debtor hereby consents to the foregoing as of October 19th, 2012;

Aero Union Corporation

By:


CRO + Acting CEC
Gerald J. Lemkuhl
[Printed Name and Title]

SCHEDULE 1
OF
NOTIFICATION OF PROPOSAL TO ACCEPT COLLATERAL IN PARTIAL
SATISFACTION OF DEBT

(Description of Collateral)

All personal property of Debtor whether presently existing or hereafter created or acquired, and wherever located (collectively, the "Collateral"), including, but not limited to:

- (a) all accounts (including, without limitation, health-care-insurance receivables), chattel paper (including, without limitation, tangible and electronic chattel paper), commercial tort claims, contract rights (provided, however, that with respect to Contract No. AG-024B-C-08-9277-(FS) dated 11/21/2007 entered into between Debtor and USDA - Forest Service, National Interagency Fire Center, for Exclusive Use - Fixed-Wing Airtanker Services, the contract rights are only for moneys due or to become due under said contract), deposit accounts, documents (including, without limitation, negotiable documents), equipment (including, without limitation, all accessions and additions thereto), fixtures, general intangibles (including, without limitation, payment intangibles and software), goods (including, without limitation, fixtures), instruments (including, without limitation, promissory notes), inventory (including, without limitation, all goods held for sale or lease or to be furnished under a contract of service, and including returns and repossessions), licenses, revenues and fees from licenses, all items listed on the attached Exhibit A (to the extent of all right, title and interest of Debtor in such items), investment property (including, without limitation, securities and securities entitlements), letter of credit rights, supporting obligations, money, and all additions, attachments, accessions, parts, replacements, substitutions, renewals, interest, dividends, distributions, rights of any kind, and all of Debtor's books and records (including, without limitation, computer software) with respect to any of the foregoing, and the computers and equipment containing said books and records;
- (b) all common law and statutory copyrights and copyright registrations, applications for registration, now existing or hereafter arising, in the United States of America or in any foreign jurisdiction, obtained or to be obtained on or in connection with any of the foregoing, or any parts thereof or any underlying or component elements of any of the foregoing, together with the right to copyright and all rights to renew or extend such copyrights and the right (but not the obligation) of Secured Party to sue in its own name and/or in the name of the Debtor for past, present and future infringements of copyright;
- (c) all trademarks, service marks, trade names and service names (including, without limitation, all items listed on the attached Exhibit B, to the extent of all right, title and interest of Debtor in such items) and the goodwill associated therewith, together with the right to trademark and all rights to renew or extend such trademarks and the right (but not the obligation) of Secured Party to sue in its own name and/or in the name of the Debtor for past, present and future infringements of trademark;

- (d) all (i) patents and patent applications filed in the United States Patent and Trademark Office (including, without limitation, all items listed on the attached Exhibit C, to the extent of all right, title and interest of Debtor in such items) or any similar office of any foreign jurisdiction, and interests under patent license agreements, including, without limitation, the inventions and improvements described and claimed therein, (ii) licenses pertaining to any patent whether Debtor is licensor or licensee, (iii) income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (iv) right (but not the obligation) to sue in the name of Debtor and/or in the name of Secured Party for past, present and future infringements thereof, (v) rights corresponding thereto throughout the world in all jurisdictions in which such patents have been issued or applied for, and (vi) reissues, divisions, continuations, renewals, extensions and continuations-in-part with respect to any of the foregoing;
- (e) all tax refunds including, without limitation, Federal and state refunds for tax years 2011 and 2012;
- (f) any and all Type Certificates and Supplemental Type Certificates, including without limitation, those identified on Exhibit D attached hereto (to the extent of all right, title and interest of Debtor in such items), and supporting or related material, regardless of the format or storage medium, which were directly or indirectly prepared, developed or retained pursuant to Federal Aviation Administration ("FAA") requirements, industry custom and practice or for the purpose of enhancing the commercial viability of any Type Certificate or Supplemental Type Certificate; and
- (g) any and all cash proceeds and/or noncash proceeds of any of the foregoing, including, without limitation, insurance proceeds, and all supporting obligations and the security therefor or for any right to payment.

A reference to a type of collateral shall not be limited by a separate reference to a more specific or narrower type of that collateral. All terms above have the meanings given to them in the California Uniform Commercial Code, as amended or supplemented from time to time. The terms used herein which are defined in the California Uniform Commercial Code shall have, at all times, the broadest and most inclusive meanings possible.

PROVIDED, HOWEVER, THAT, notwithstanding anything herein to the contrary, the following types or items of Collateral are expressly excluded from the strict foreclosure:

- (i) all obligations or liabilities of Debtor under agreements or contracts relating to or otherwise arising in connection with or derived from the Collateral, except to the extent any such agreements or contracts are expressly assumed in writing by Secured Party;
- (ii) storage tanks and drums that contain hazardous material or hazardous waste or gasoline products;

(iii) Any civil penalties, fines, assessments or other encumbrances imposed by the FAA, U.S. Department of Transportation or any other governmental authority;

(iv) the following items described in that certain UCC-1 Financing Statement filed against the Debtor by James D.F. Ricketts on May 31, 2012 as Instrument Number 12-7315692793 with the California Secretary of State¹:

No. of parts	Part No.	Description	No. of parts	Part No.	Description
1	597946	Complete prop control	6	553546	Front propeller spinner
4	Ser# 18807, 18145, SE-6159, SE-16807	Pump Housing	4	710085-1	Valve housings
2		pump housing shells	16		pump housing covers
4		motors	10		valve housing seal plates
5		brush blocks	2		valve housing covers
5		pitch lock regulators	1		rotating sleeve
5	565390	ring & stiffener	2	568085	deflector & stiffener
5	554870	piston			

No. of parts	Part No.	Description
20	514181	blade, gear segment
13	A7121B-2	propeller blade
4	565331	ring, elect. contact ground
3	557045	delcer contact ring holder assm.
3	557035	low pitch stop assm.
6	738875-1	afterbody top
6	738879-1	afterbody lower
5	514821	stop levers
3	557928	fluid transfer tubes
5	572963	piston & shaft servo
5	557936	valve, servo piston
24	548942	bushing, blade prop
30	549519	roller bearings
4	565330	rings & studs
4	557923	plate ends
10	97075	thrust bearings

ALL PARTS PERTAIN TO P-3 Orion PROPELLER”;

¹ Secured Party has made no verification as to whether any such items are owned, held or possessed by Debtor.

(v) Supplemental Type Certificate No. SA7082NM issued on April 21, 1994, held by Debtor and related to aircraft model B-747;

(vi) The following items to the extent of all right, title and interest of Debtor in such items:

1. All items, whether in tangible or intangible form, relating to Debtor's Firehawk Tank Product Line designated as Lot #28 in that certain Aero Union Corporation Sealed Bid Auction held on February 28, 2012, including all drawings, patents, trademarks, copyrights, tooling, jigs and fixtures, CAD-CAM files, and all test equipment and manufacturing equipment unique to the manufacture of Debtor's Firehawk tank system, and further including all patent applications listed in paragraph 2 below and all patents arising therefrom, and all SolidWorks software licenses listed in paragraph 3 below.
2. U.S. Patent Application No. 12/684,808, including all related applications as shown in the table below.

Application No.	Publication No.	Application Type	Filing Date	Title
61/143,737	N/A	U.S. Provisional	1/9/2009	Retractable Pump System
12/684,808	US 20100178176	U.S. Non-Provisional	1/8/2010	Retractable Pump System
PCT/US2010/020554	WO 2010081046	PCT	1/8/2010	Retractable Pump System

3. The following SolidWorks Office Professional 2007 licenses, in connection with the purchase of intellectual property assets listed above in paragraph 1.

0000 0022 4313 0829 Q95G T8KF
0000 0028 5171 1294 NF64 CC82
0000 0028 5172 6997 5J58 MD7K
0000 0028 5173 9283 Q7BN KKJF
0000 0028 5174 1474 5HN5 M4H8
0000 0028 5175 3200 Q3HK RJ9C
0000 0028 5176 1902 K94K PB6D
0000 0028 5177 0922 33SJ HF32
0000 0028 5178 5355 ZCKH QBGB
0000 0028 5179 8305 WBK4 S6J8
0000 0028 5180 9826 GBHK NC8F
0000 0028 5181 4968 NBJ6 DHC6
0000 0028 5182 1958 3J5H P22C
0000 0028 5183 2387 2434 62D5
0000 0028 5184 5367 75KZ 56DJ
0000 0028 5185 7663 R278 KD7F
0000 0028 5186 9653 H62K 42K6
0000 0028 5187 5507 P6D5 23K5
0000 0028 5188 9372 P5SD Q5BB
0000 0028 5189 5671 V98V DH9K
0000 0028 5190 8631 N5FK 57C4

0000 0028 5191 3240 4929 JGH5
0000 0028 5192 4270 P89C R74F
0000 0028 5193 9496 2FHB M8FK

(vii) The following parts and items in the possession of Rolls Royce Engine Services Oakland, Inc., to the extent of all right, title and interest of Debtor in such parts and items:

<u>Part</u>	<u>Part Description</u>
AD2949-12	SW;PRES,DIFFERENTIAL
AN100041	COVER
CG12201	PRESSURE SWITCH
CG12201M	PRESSURE SWITCH
J-6801-30	MOUNT RESILIENT
LM204-212	SANDWICH;BONDED;FORWARD
LM204SA30	SIDE MOUNT AFT
LM204SA8	TOP AFT MOUNT
TG255-007	TACH.GEN
U3356S1-150	CLAMP
U435653-150M	CLAMP
U4403S534SH	CLAMP
U52125-1-D	OIL COOLER
U521251-1	OIL COOLER
022489-055-02	FUEL PUMP
1034540	GENEVA-LOC
108032-3	AIR PRESSURE REGULATOR
1536861	BRACKET
1540078	GENERATOR COVER
1540667	BRACKET
190772-2	VALVE; PARALLEL
21R3061-3	OIL TANK VALVE
23034572	FLANGE
33050841	TD VALVE
35-055	ANTI-ICE SOLENOID VALVE
383650-1-2	STARTER A/R
392200-11-1	AIR START VALVE
41C220-53	PART DESCRIPTION
42C215	BLEED AIR CHECK VALVE
435161-1	T.D.AMP
4481-781-SH	OIL TANK SUMP CLAMP
502500-1	VALVE
52935-325M	CLAMP RING
543641	ANTI ROTATION BRACKET
543700-1	T.D.AMP
59461	FILTER HEAD
634065-3	OIL PRESSURE SWITCH
634079-17	FUEL HEATER ASSY
6782647	IGN.RELAY
6783706	NUT
6786353	JET ASSY
6786875	SUN GEAR
6787187	REAR CARRIER

6788392	ADAPTER
6788467	PLATE
6788713	PROP LOCK THRUST NUT
6788794	BODY
6788865	BAFFLE
6789134	COVER
6789880	REAR LAB SEAL
6789925	OIL TUBE
6792427	UPPER FIRE SHIELD
6792595	LOWER FIRE SHIELD
6792774	ALCOHOL INJECTION TUBE
6793428	COLLECTOR
6793516	HUB
6793517	SUN GEAR HUB
6794101	PICKUP
6794936	EXT HOUSING
6805883	VANE;3RD STAGE
6807784	LH ENG.HARNESS
6808409	PLANET GEAR
6808581	TUBE ASSY
6809125	VALVE ASSY; COMPR BLEED AIR
6809133	SEAT RETAINER
6809134	AIR BLEED VALVE
6809463	GUIDE
6809463	GUIDE
6809571	PISTON;ANTI ICE VALVE
6809572	SEAT;ANTI-ICE AIR VALVE
6809573	VALVE ASSY; ANTI-ICING AIR
6809611	FUEL NOZZLE
6810489-75	RING
6811215-2000	TEFLON TUBING
6811215-24000	TEFLON TUBING
6811397	SPRING
6811819-1	LEAD
6812246	HOSE ASSY
6812251	HOSE ASSY
6812277	HOSE ASSY
6812280	HOSE ASSY.
6812283-820	NUT
6812909	SUPPORT
6814159	TEE UNION
6814478	SPA100LLEVER
6814478	BRACKET
6815376	TEE
6815386	HOSE ASSY.
6816022	T/M PICKUP
68160224	T/M PICKUP
6816123	HOSE ASSY
6816144	BRACKET
6820074	DISC.PLAIN
6820142	HOSE ASSY

6820304	ROD END
6820394	CLAMP V BAND
6821270	TURB.REAR SCAV.PUMP
6821493	VALVE ASSY
6822184	RH ENG.HARNES
6822239	BRT.LOWER MOUNTN
6823200	BEARING
6824043	SPUR GEAR; TACHOMETER & OIL PUMP
6824278	MDB01PUMP
6824286	DRAIN VALVE
6824774	EYE BOLT
6825230	TIE ROD
6825583	SWIVEL
6825626	SCA.BODYASSY.
6826696	REAR ENG. MOUNT BOLT
6827878	MAG PLUG
6827880	BRT. ASSY LWR MOUNTRGB
6827961	FUEL FILTER ASSY
6827984	BLEED AIR FILTER ASSY
6828456	SHAFT COUPLING
6829118	CAGE ASSY.
6840990	ANTI ICE COWL
6840992	COVER ASSY.
6840992	COVER ASSY ANTI ICE COWL
6840993	DOME ASSY.ANTI ICE COWL
6841158	REAR LAB SEAL
6841975	BRK CLAMP ASSY
6842117	SAFETY COUPLING ASSY.
6842837	OIL TUBE
6843227	GASKET
6844056	OUTER LAB SEAL
6844056	SEAL
6844335-069102	HOSE ASSY.
6844701-047084	HOSE ASSY.
6844702-041150	HOSE ASSY.
6844702-121474	HOSE ASSY,
6844703-043066	HOSE ASSY
6844703-043077	HOSE ASSY.
6844744-041140	HOSE ASSY
6844744-061180	HOSE ASSY
6844746-041077	HOSE ASSY
6844746-103146	HOSE ASSY
6844786	REAR OIL TUBE
6844815-041066	HOSE ASSY
6844815-041072	HOSE ASSY
6844819	WASHER
6844825	SEAL
6845277	SEAL
6846119	SCREW ASSY
6846199	WASHER

6846212	GASKET
6846213	FITTING
6846467-103180	HOSE ASSY
6846996	CASE ASSY
6848294	RING
6849309	CAGE ASSY
6849309	BEARING CAGE
6849446	PIN
6849500	RING
6849545	PIN
6850506	BEARING
6850506	BEARINR ROLLER
6852318	SUPPORT TURBINE VANE
6852452	VANE;2ND STAGE
6852472	VANE;2ND STAGE
6853690	SAFETY COUPLING ASSY
6854789	SHAFT
6855084	TURBINE WHEEL
6855649	TUBE ASSY
6856819	CONE ASSY
6857509	TUBE;CROSSOVER
6870164	SEAL ASSY
6871078	PISTON SEAL RING
6871352	VANE2ND;STAGE
6871362	VANE;2ND STAGE
6871561	1ST.STG.VANE
6871854	VANE;4TH STAGE
6873603	BEARING CAGE
6873605	TURB.REAR LAB SEAL
6873605	SEAL
6877242-001	PACKING
6877242-004	PACKING
6877242-006	PACKING
6877242-008	PACKING
6887153	3RD STG.BLADED
6887154	BLADE;TURBINE
6895818	SEAL
6898211	SEAL
700200-1A	START CONT.VALVE
710085-1	VALVE HOUSING
727820-17	CLAMP
737079-2	STARTERS
737079-3	STARTER A/R
738337-1	NTS BRACKET
738337-3	NTS BRACKET
738338-1	NTS BRACKET
7576738	HEAD SUB ASSY,
8TJ64GAL1	F/F TRANSMITTER
811310-9	DRIP PAN DRAIN
8529935	OIL COOLER
910247-1	FIRESEALASSY

911637-1	DUCT
918512-1	NOSE COWL
918919-107	OIL TANK
962524	BRT ASSY SCA OIL FILTER

TURBINE ON PLT	TURBINE
RACK OF QEC PART	QEC PART
RACK OF QEC PART	QEC PART
RACK OF QEC PART	QEC PART
RACK OF QEC PART	QEC PART
AERO UNION TOOLS	TOOLINGS
969510-118	QEC LESS ENGINE
959515-115	T56-A10EGN. W/QEC
6792079	PROP SHAFT ASSY
6792924	GEARBOX
6792924	GEARBOX
6793301	T56-A10QEC/ENGINE
6808600	TURBINE
6809604	COMB. LINER
6824297	FUEL CONTROL
6824476	T/M HOUSING
6829066	T/M SHAFT
6842657	PROP SHAFT ASSY
6845903	COMP.ASSY/POWER SECTION
6845903	COMP.ASSY/POWER SECTION
6845903	COMP.ASSY/POWER SECTION
6845903	COMP.ASSY/POWER SECTION
6845903	COMP.ASSY/POWER SECTION
6847392	COMB. LINER
6847712	COMB, LINER
6847884	COMB. LINER
6859000	ROTOR ASSY
6859000	ROTOR ASSY
6859000	ROTOR ASSY
6893688	FUEL CONTROL
28B94-19	GENERATOR
28B94-5	GENERATOR
28B95-65	GENERATOR
330507-2	FUEL CONTROL
330507-3	FUEL CONTROL
380258-1-16	A.P.U
380258-1-16	A.P.U
380258-1-16	A.P.U
380258-1-16	A.P.U
380258-1-16	A.P.U
380258-1-16	A.P.U
4X4 BX COM ROTOR	COMPRESSOR ROTOR
4X4 BX COMP PART	COMPRESSOR
4X4 BX COMP PART	COMPRESSOR
4X4 BX COMP PART	COMPRESSOR
4X4 BX COMP PART	COMPRESSOR

4X4 BX TUR ROTOR	TURBINE ROTOR
4X4 BXTURB PART	TURBINE
4X4 BXTURB PART	TURBINE
4X4 BXTURB PART	TURBINE
4X4 BX TURBINE	TURBINE
4X4 BX TURBINE	TURBINE
6824476-1	T/M HOUSING ASSY
738336-1	AFTERBODY
918364-1	BLEED AIRDUCT
918896-139	T56-A10ENG.W/QEC
936290-139	T56-A10QEC/GEARBOX
958515-187	QEC LESS ENGINE
6792924	T56-A10W GEARBOX

P34746	APU GTCP95-2
SE11201	Prop Control
S192023	Fuel Control
A8253	Compressor
P34309	APU GTCP95-2
P34290	APU GTCP95-2
P34160	APU GTCP95-2
P34642	APU GTCP95-2
P34418	APU GTCP95-2
AE104600	Engine / QEC
AE104625	Engine / QEC
AE105162	Engine / QEC
AE102900	Engine / QEC
AE104614	Engine / QEC
A383	Turbine
8856	T.D. Valve
SE7558	Prop Control
-	Engine/QEC
	Stands

SECURED PARTY RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO EXCLUDE ADDITIONAL TYPES OR ITEMS OF COLLATERAL FROM THE STRICT FORECLOSURE AT ANY TIME PRIOR TO SECURED PARTY'S EFFECTIVE ACCEPTANCE PURSUANT TO CALIFORNIA UCC §9620, WHICH EXCLUSIONS (IF ANY) SHALL BE SET FORTH IN SUBSEQUENT WRITTEN NOTICE(S) TO THE DEBTOR.

**EXHIBIT A
TO
SCHEDULE 1 OF
NOTIFICATION OF PROPOSAL TO ACCEPT COLLATERAL IN PARTIAL
SATISFACTION OF DEBT**

(Description of Aircraft Collateral)

The civil aircraft described below (the "Aircraft") and all engines, propellers, avionics, equipment, accessories, parts, appliances, appurtenances, attachments, firefighting systems/accessories, replacement parts and tools installed in or attached thereto or used in connection therewith, any substitutes or replacements therefor, any accessions and additions thereto, all right, title and interest of Debtor in and to any lease or rental agreement, charter agreement, or other agreement(s) respecting the Aircraft and/or any of the engines, including but not limited to Debtor's right to receive, either directly or indirectly, from any party or person, any rents or other payments due under such agreements, all aircraft, flight, engineering and maintenance manuals, drawings, documents and other data, and any and all proceeds thereof, including insurance proceeds, and proceeds of any indemnity, warranty, or guaranty payable to Debtor, or arising out of any condemnation or other governmental actions, and all cash, deposit accounts, accounts, chattel paper and general intangibles arising from any sale, rent, lease, casualty loss or other disposition, and all logs, books, records, reports, and correspondence concerning them and devices and software programs for maintaining the same.

The engines and/or propellers actually installed on the aircraft listed below may differ from those shown.

Tail #	Aircraft Mfg	Model	Serial No.	Engine Mfg	Engine Model	Engine Serial Nos.	Propeller Mfg	Propeller Model	Propeller Serial Nos.
N900AU	LOCKHEED	P-3A	151391	ALLISON	T56-10	AE103586	HAMILTON STANDARD	54H60-77	N226513NR
				ALLISON	T56-10	AE104570	HAMILTON STANDARD	54H60-77	N222032NR
				ALLISON	T56-10	AE102866	HAMILTON STANDARD	54H60-77	N221842
				ALLISON	T56-10	AE104534	HAMILTON STANDARD	54H60-77	N225224
N922AU	LOCKHEED	P-3A	151387	ALLISON	T56-10	AE104595	HAMILTON STANDARD	54H60-77	N225779NR
				ALLISON	T56-10	AE 105260	HAMILTON STANDARD	54H60-77	N224476
				ALLISON	T56-10	AE104631	HAMILTON STANDARD	54H60-77	N226921NR
				ALLISON	T56-10	AE103581	HAMILTON STANDARD	54H60-77	N231851NR
N917AU	LOCKHEED	P-3A	150510	ALLISON	T56-10	AE103668	HAMILTON STANDARD	54H60-77	N233699NR

Tail #	Aircraft Mfg	Model	Serial No.	Engine Mfg	Engine Model	Engine Serial Nos.	Propeller Mfg	Propeller Model	Propeller Serial Nos.
				ALLISON	T56-10	AE105284	HAMILTON STANDARD	54H60-77	N225100
				ALLISON	T56-10	AE103650	HAMILTON STANDARD	54H60-77	N241012
				ALLISON	T56-10	AE102873	HAMILTON STANDARD	54H60-77	N228378NR
N923AU	LOCKHEED	P-3A	151372	ALLISON	T56-10	AE103663	HAMILTON STANDARD	54H60-77	N222025NR
				ALLISON	T56-10	AE105342	HAMILTON STANDARD	54H60-77	N221938NR
				ALLISON	T56-10	AE104640	HAMILTON STANDARD	54H60-77	N224616NR
				ALLISON	T56-10	AE105221	HAMILTON STANDARD	54H60-77	N220814NR
N920AU ²	LOCKHEED	P-3A	150513						
N925AU	LOCKHEED	P-3A	151361	ALLISON	T56-10	AE105184	HAMILTON STANDARD	54H60-77	N228501NR
				ALLISON	T56-10	AE103674	HAMILTON STANDARD	54H60-77	N225105
				ALLISON	T56-10	AE105296	HAMILTON STANDARD	54H60-77	N233481NR
				ALLISON	T56-10	AE103686	HAMILTON STANDARD	54H60-77	N232264
N921AU	LOCKHEED	P-3A	151385	ALLISON	T56-10	AE102879	HAMILTON STANDARD	54H60-77	N225469NR
				ALLISON	T56-10	AE105207	HAMILTON STANDARD	54H60-77	N224351NR
				ALLISON	T56-10	AE105266	HAMILTON STANDARD	54H60-77	N223738NR
				ALLISON	T56-10	AE103625	HAMILTON STANDARD	54H60-77	N226810NR
N927AU	LOCKHEED	P-3A	151369	ALLISON	T56-10	AE 102862	HAMILTON STANDARD	54H60-77	N226964NR
				ALLISON	T56-10	AE105170	HAMILTON STANDARD	54H60-77	N229186
				ALLISON	T56-10	AE 105289	HAMILTON STANDARD	54H60-77	N229964
				ALLISON	T56-10	AE102868	HAMILTON STANDARD	54H60-77	N226950NR

² This aircraft does not have installed engines, and installed propellers have not been verified on this aircraft.

Additional Engines

Engine Mfg	Engine Model	Engine Serial Nos.
ALLISON	T56-10	AE103709
ALLISON	T56-10	AE104475
ALLISON	T56-10	AE105159
ALLISON	T56-10	AE105326
ALLISON	T56-10	AE104704
ALLISON	T56-10	AE102871
ALLISON	T56-10	AE500020
ALLISON	T56-10	AE102314
ALLISON	T56-10	AE105322
ALLISON	T56-10	AE103687
ALLISON	T56-10	AE103736
ALLISON	T56-10	AE105341
ALLISON	T56-10	AE105222
ALLISON	T56-10	AE105182
ALLISON	T56-10	AE105231
ALLISON	T56-10	AE103589
ALLISON	T56-10	AE105164
ALLISON	T56-10	AE105349
ALLISON	T56-10	AE103612
ALLISON	T56-10	AE102344
ALLISON	T56-10	AE103641
ALLISON	T56-10	AE104615
ALLISON	T56-10	AE102345

Additional Propellers

Propeller Mfg	Propeller Model	Propeller Serial Nos.
HAMILTON STANDARD	54H60-77	N221301
HAMILTON STANDARD	54H60-77	N227443NR / N227443
HAMILTON STANDARD	54H60-77	N231811NR
HAMILTON STANDARD	54H60-77	N225493NR
HAMILTON STANDARD	54H60-77	N220132NR
HAMILTON STANDARD	54H60-77	N220034NR
HAMILTON STANDARD	54H60-77	N232334NR
HAMILTON STANDARD	54H60-77	221940 / N221940

**EXHIBIT B
TO
SCHEDULE 1 OF
NOTIFICATION OF PROPOSAL TO ACCEPT COLLATERAL IN PARTIAL
SATISFACTION OF DEBT**

(Description of Trademarks)

Mark	Country	Serial No. Filing Date	Registration No. Reg. Date
AU	U.S.	85048561 05/26/2010	N/A
Aero Union	U.S.	85048571 05/26/2010	N/A
AU Aero Union Corporation	U.S.	85048566 05/26/2010	N/A

**EXHIBIT C
TO
SCHEDULE 1 OF
NOTIFICATION OF PROPOSAL TO ACCEPT COLLATERAL IN PARTIAL
SATISFACTION OF DEBT**

(Description of Patents)

Patent Title	Country	Application No. Filing Date	Patent No. Reg. Date
Portable Airborne Firefighting and Sensing System	U.S.	10755088 01/10/2004	7165627 01/23/2007
Fluid Dispenser for an Aircraft	U.S.	07220863 07/18/1988	4936389 06/26/1990
Systems and Methods for Presentation of Operational Data	U.S.	11549896 10/16/2006	N/A
Advanced Airborne Fire Fighting System	U.S.	12684292 01/08/2010	N/A
Cargo Loading Trailer	U.S.	12687085 01/13/2010	N/A

EXHIBIT D
To
SCHEDULE 1 of

**NOTIFICATION OF PROPOSAL TO ACCEPT COLLATERAL IN PARTIAL
SATISFACTION OF DEBT**

**(Description of Type Certificate, Supplemental Type Certificates and
Related Collateral)**

The FAA issued Type Certificate and Supplemental Type Certificates (“Certificates”) described below, and all relevant or supporting materials to include, but not limited to, internal memorandum/messages, external correspondence, reports, drawings, computerized data/text, all specifications, forms and items prepared to obtain and/or directly or indirectly support the Type Certificate or Supplemental Type Certificates, all manuals (including without limitation aircraft operators manuals and aircraft weight and balance manuals), all engineering and technical specifications, data, conclusions, drawings, reports, and forms prepared to directly or indirectly support the Certificates, FAA correspondence, operating limitations, test plans, test and analysis reports, compliance status documents regarding Service Bulletins and Airworthiness Directives, Instructions for Continued Airworthiness, all FAA testing, inspection, compliance, and conformity reports, Master Minimum Equipment List, Certification Summary Reports, and Post Certification Evaluation documents/reports.

<u>Type Certificate (TC) Number</u>	<u>Date of TC Issuance</u>	<u>Responsible FAA ACO</u>	<u>TC Holder</u>	<u>Aircraft Models</u>	<u>Aircraft S/N Eligible</u>
T00006LA	Ap. 29, 1999	Los Angeles	Aero Union Corp.	Lockheed P-3A & P-3B	150510 150513 151361 151369 151372 151385 151387 151391

	<u>Supplemental Type Certificate (STC) Number</u>	<u>Date of STC Issuance</u>	<u>Responsible FAA ACO</u>	<u>STC Holder</u>	<u>Aircraft Models</u>
1.	STOO788LA	May 3, 1999	Los Angeles, CA	Aero Union Corp.	P-3A P-3B
2.	STOO792LA	April 29, 1999	Los Angeles, CA	Aero Union Corp.	P-3A P-3B
3.	SA6012NM	April 20, 1993	Los Angeles, CA	Aero Union Corp.	P-3A
4.	SA4861NM	May 11, 1990	Los Angeles, CA	Aero Union Corp.	P-3A
5.	SA2721WE	July 11, 1973	Los Angeles, CA	Aero Union Corp.	DC-6B
6.	SA2915WE	July 19, 1974	Los Angeles, CA	Aero Union Corp.	0-1190
7.	SA2996WE	March 14, 1975	Los Angeles, CA	Aero Union Corp.	C-1190
8.	SA3015WE	May 15, 1975	Los Angeles, CA	Aero Union Corp.	DC-7 DC-7B DC-7C
9.	SA3298WE	November 23, 1976	Los Angeles, CA	Aero Union Corp.	C54-DC C54A-DC C54D-DC C54E-DC C54G-DC DC-4
10.	SA4147WE	May 8, 1980	Los Angeles, CA	Aero Union Corp.	DC3-G102 DC3-G102A DC3-G103A DC3-202A
11.	SA4148WE	May 8, 1980	Los Angeles, CA	Aero Union Corp.	DC-3A DC-3C DC-3D
12.	SA2709WE	June 7, 1973	Los Angeles, CA	Aero Union Corp.	DC-7 DC-7B DC-7C
13.	SA8009NM	June 30, 1994	Los Angeles, CA	Aero Union Corp.	L-188A
14.	SR01192LA	July 30, 2001	Los Angeles, CA	Aero Union Corp.	CH-54 S-64E

15.	SA6012NM	April 19, 1993	Los Angeles, CA	Aero Union Corp.	P-3A
16.	SA2997WE	January 14, 1975	Los Angeles, CA	Aero Union Corp.	C-119C
17.	SA3254WE	August 24, 1976	Los Angeles, CA	Aero Union Corp.	C54G-DC (Navy R5D-5) C54G-DC (Army C-54G) C54D-DC (Navy R5D-3) C54D-DC (Army C-54D) C54B-DC (Navy R5D-2) C54B-DC (Army C-54B) DC-4
18.	SA3406WE	May 19, 1977	Los Angeles, CA	Aero Union Corp.	DC-6A (Navy R6D-1)
19.	SA2560NM	July 23, 1985	Los Angeles, CA	Aero Union Corp.	DHC-6 300

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Williamsburg, VA 23188

USDA – Forest Service
National Interagency Fire Center
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Boise, ID 83705-5354
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