

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|---------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Security Agreement (Term) |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------------------|----------|----------------|---------------------|
| HAWKER BEECHCRAFT CORPORATION | | 02/15/2013 | CORPORATION: KANSAS |

RECEIVING PARTY DATA

| | |
|------------------------|---|
| Name: | JPMORGAN CHASE BANK, NA |
| Street Address: | 270 PARK AVENUE |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10017 |
| Entity Type: | United States National Banking Association: UNKNOWN |

PROPERTY NUMBERS Total: 27

| Property Type | Number | Word Mark |
|----------------------|---------|------------------|
| Registration Number: | 3940827 | BONANZA |
| Registration Number: | 4160795 | B |
| Registration Number: | 0606957 | B |
| Registration Number: | 3883283 | B250 |
| Registration Number: | 0837823 | BARON |
| Registration Number: | 0897559 | BEECH |
| Registration Number: | 0759556 | BEECHCRAFT |
| Registration Number: | 0418379 | BEECHCRAFT |
| Registration Number: | 1446279 | BEECHJET |
| Registration Number: | 0529892 | BONANZA |
| Registration Number: | 4176985 | CABINCOMFORTPLUS |
| Registration Number: | 0874592 | DUKE |
| Registration Number: | 4160793 | H |
| Registration Number: | 2031363 | HAWKER |

TRADEMARK

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|----------------------|----------|--------------------------------------|
| Registration Number: | 1984927 | HAWKER |
| Registration Number: | 3775829 | HAWKER BEECHCRAFT |
| Registration Number: | 3731946 | HAWKER BEECHCRAFT |
| Registration Number: | 3712612 | HAWKER BEECHCRAFT SERVICES |
| Registration Number: | 0837822 | KING AIR |
| Registration Number: | 2234533 | PREMIER |
| Registration Number: | 2251715 | RAPID |
| Registration Number: | 4204843 | SUPPORT PLUS |
| Registration Number: | 0647372 | TRAVEL AIR |
| Registration Number: | 4160749 | WE BUILD AIRCRAFT YOU CAN BELIEVE IN |
| Serial Number: | 85451179 | GENUINE HAWKER |
| Serial Number: | 85229463 | HBC |
| Serial Number: | 85451276 | THE HAWKER WAY |

CORRESPONDENCE DATA

Fax Number: 2124464727
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: (212) 446-4727
Email: hayley.smith@kirkland.com
Correspondent Name: Kirkland & Ellis LLP
Address Line 1: ATTN: Hayley Smith, Sr. Legal Assistant
Address Line 2: 601 Lexington Avenue
Address Line 4: New York, NEW YORK 10022

| | |
|-------------------------|------------------|
| ATTORNEY DOCKET NUMBER: | 13622-26 |
| NAME OF SUBMITTER: | Hayley Smith |
| Signature: | //Hayley Smith// |
| Date: | 03/06/2013 |

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT – TERM LOAN

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of February 15, 2013, between **HAWKER BEEHCRAFT CORPORATION**, a Kansas corporation, located at 10511 East Central, Wichita, Kansas 67206 (the “Grantor”) and JPMorgan Chase Bank, N.A., as Administrative Agent for and on behalf of the Lenders (as defined below) (the “Agent”).

WITNESSETH

A. WHEREAS, pursuant to that certain Credit Agreement dated as of February 15, 2013 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”) among Beech Enterprises, LLC, Beechcraft Holdings, LLC (“Borrower”), the financial institutions or entities from time to time signatory thereto (individually a “Lender”, and collectively the “Lenders”), the Agent and the other agents parties thereto, the Lenders have severally agreed, subject to the satisfaction of certain terms and conditions, to make extensions of credit to the Borrower, as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered that certain Guarantee and Collateral Agreement, dated as of the date hereof, to the Agent (as amended, supplemented or otherwise modified from time to time, the “Security Agreement”); and

C. WHEREAS, as a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower, the Grantor is required to execute and deliver this Agreement and to further confirm the grant to the Agent for the benefit of the Secured Parties of a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement or in the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt payment and performance in full when due of the Obligations, the Grantor hereby pledges, assigns and grants to the Agent, for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in the Trademarks and Trademark Licenses, whether now owned or hereafter arising, created or acquired, including, without limitation, all trademark registrations and applications identified on Schedule A attached hereto and made a part hereof (collectively, the “Trademark Collateral”). Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any “intent-to-use” application for registration of a trademark or service mark filed pursuant to

Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would void or impair the validity or enforceability of such intent-to-use application or any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent under the Security Agreement as security for the discharge and performance of the Obligations. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. 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 by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

(Remainder of the page left intentionally blank)

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.

GRANTOR:

HAWKER BEECHCRAFT CORPORATION

By:  _____

Name: K.J. Tjon

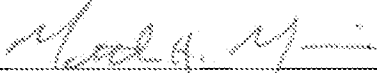
Title: Chief Financial Officer and Treasurer

[Signature page to Term Loan Trademark Agreement -- HBC]

TRADEMARK
REEL: 004976 FRAME: 0106

AGENT:

JPMORGAN CHASE BANK, N.A., as Administrative
Agent

By: 

Name: MATTHEW H. MASSIE
Title: MANAGING DIRECTOR

[Signature page to Term Loan Trademark Agreement -- HBC]

TRADEMARK
REEL: 004976 FRAME: 0107

SCHEDULE A

Trademark Registrations and Applications

| Name of Grantor/ Owner | Name of Trademark Registration or Application | Registration or Application Number | Date of Registration or Application |
|-------------------------------|--|---|--|
| Hawker Beechcraft Corporation | BONANZA | 3940827 | 05-Apr-2011 |
| Hawker Beechcraft Corporation | B | 4160795 | 19-Jun-2012 |
| Hawker Beechcraft Corporation | B | 0606957 | 07-Jun-1955 |
| Hawker Beechcraft Corporation | B250 | 3883283 | 30-Nov-2010 |
| Hawker Beechcraft Corporation | BARON | 0837823 | 31-Oct-1967 |
| Hawker Beechcraft Corporation | BEECH | 0897559 | 25-Aug-1970 |
| Hawker Beechcraft Corporation | BEEHCRAFT | 0759556 | 05-Nov-1963 |
| Hawker Beechcraft Corporation | BEEHCRAFT | 0418379 | 18-Dec-1945 |
| Hawker Beechcraft Corporation | BEECHJET | 1446279 | 07-Jul-1987 |
| Hawker Beechcraft Corporation | BONANZA | 0529892 | 29-Aug-1950 |
| Hawker Beechcraft Corporation | CABINCOMFORTPLUS | 4176985 | 17-Jul-2012 |
| Hawker Beechcraft Corporation | DUKE | 0874592 | 12-Aug-1969 |
| Hawker Beechcraft Corporation | GENUINE HAWKER | 85451179 | 19-Oct-2011 |
| Hawker Beechcraft Corporation | H | 4160793 | 19-Jun-2012 |
| Hawker Beechcraft Corporation | HAWKER | 2031363 | 21-Jan-1997 |
| Hawker Beechcraft Corporation | HAWKER | 1984927 | 09-Jul-1996 |
| Hawker Beechcraft Corporation | HAWKER BEEHCRAFT | 3775829 | 13-Apr-2010 |
| Hawker Beechcraft Corporation | HAWKER BEEHCRAFT | 3731946 | 29-Dec-2009 |
| Hawker Beechcraft Corporation | HAWKER BEEHCRAFT | 3712612 | 17-Nov-2009 |

| Name of Grantor/ Owner | Name of Trademark Registration or Application | Registration or Application Number | Date of Registration or Application |
|-------------------------------|--|---|--|
| | SERVICES | | |
| Hawker Beechcraft Corporation | HBC | 85229463 | 29-Jan-2011 |
| Hawker Beechcraft Corporation | KING AIR | 0837822 | 31-Oct-1967 |
| Hawker Beechcraft Corporation | PREMIER | 2234533 | 23-Mar-1999 |
| Hawker Beechcraft Corporation | RAPID | 2251715 | 08-Jun-1999 |
| Hawker Beechcraft Corporation | SUPPORT PLUS | 4204843 | 11-Sep-2012 |
| Hawker Beechcraft Corporation | THE HAWKER WAY | 85451276 | 19-Oct-2011 |
| Hawker Beechcraft Corporation | TRAVEL AIR | 0647372 | 25-Jun-1957 |
| Hawker Beechcraft Corporation | WE BUILD AIRCRAFT YOU CAN BELIEVE IN | 4160749 | 19-Jun-2012 |