

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement ABL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HAKWER 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 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

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: 2124466460
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 - ABL

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.

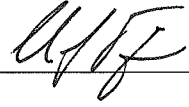
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GRANTOR:

HAWKER BEECHCRAFT CORPORATION

By: _____



Name: K.J. Tjon

Title: Chief Financial Officer and Treasurer

[Signature page to ABL Trademark Agreement -- HBC]

TRADEMARK
REEL: 004976 FRAME: 0118

AGENT:

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

By: 
Name: MATTHEW H. MASSIE
Title: MANAGING DIRECTOR

[Signature page to ABL Trademark Agreement -- HBC]

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 SERVICES	3712612	17-Nov-2009

Name of Grantor/ Owner	Name of Trademark Registration or Application	Registration or Application Number	Date of Registration or Application
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