

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|--|--|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Notice of Grant of Security Interest in Trademarks | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| AirBorn, Inc. | | 06/27/2013 | CORPORATION: TEXAS |
| RECEIVING PARTY DATA | | | |
| Name: | PNC Bank, National Association, as Agent | | |
| Street Address: | 500 First Avenue | | |
| City: | Pittsburgh | | |
| State/Country: | PENNSYLVANIA | | |
| Postal Code: | 15219 | | |
| Entity Type: | national banking association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 9 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4306356 | AIRBORN ELECTRONICS, INC. | |
| Registration Number: | 4310050 | VERSIHD | |
| Registration Number: | 4310049 | MICROQUAD | |
| Registration Number: | 4310048 | VERSI | |
| Registration Number: | 3652977 | 10400 | |
| Registration Number: | 3587596 | A | |
| Registration Number: | 3474474 | AIRBORN | |
| Serial Number: | 85498572 | AIRBORN ELECTRONICS SUPPLY CORPORATION | |
| Serial Number: | 85481320 | MICROSI | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 9192868199 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 9192868118 | | |
| Email: | pto_tmconfirmation@mvalaw.com | | |

OP \$240.00 4306356

Correspondent Name: Moore & Van Allen PLLC
Address Line 1: 430 Davis Drive
Address Line 2: Suite 500
Address Line 4: Morrisville, NORTH CAROLINA 27560

| | |
|-------------------------|------------------|
| ATTORNEY DOCKET NUMBER: | 031558-248 EAR |
| NAME OF SUBMITTER: | Ellen A. Rubel |
| Signature: | /Ellen A. Rubel/ |
| Date: | 06/28/2013 |

Total Attachments: 4
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NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Gentlemen:

Please be advised that pursuant to (i) the Revolving Credit and Security Agreement dated as of June 27, 2013 (as amended, the "Domestic Credit Agreement") by and among the undersigned (the "Grantor"), the other entities party thereto as borrowers (together with the Grantor, the "Borrowers"), the financial institutions parties thereto as the lenders (the "Lenders"), and PNC Bank, National Association, as Agent (the "Agent"), and (ii) the Export-Import Loan and Security Agreement dated as of June 27, 2013 (as amended, the "Export-Import Loan Agreement" – hereinafter the Export-Import Loan Agreement and the Domestic Credit Agreement may be referred to collectively as the "Credit Agreement") by and among the Borrowers, the Lenders and the Agent, the undersigned Grantor has granted a continuing security interest in and continuing lien upon, the trademarks shown below to the Agent for the ratable benefit of the holders of the Obligations (as defined in the Credit Agreement):

TRADEMARKS

| <u>Trademark No.</u> | <u>Description of Trademark Item</u> | <u>Date of Trademark</u> |
|----------------------|---------------------------------------|--------------------------|
| | See <u>Schedule 1</u> attached hereto | |


TRADEMARK APPLICATIONS

| <u>Trademark Application No.</u> | <u>Description of Trademark Applied For</u> | <u>Date of Trademark Application</u> |
|----------------------------------|---|--------------------------------------|
| | See <u>Schedule 1</u> attached hereto | |

The Grantor and the Agent hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Credit Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

AIRBORN, INC.,
as Grantor

By: 
Name: Robert McGahan
Title: CEO

Acknowledged and Accepted:

PNC BANK, NATIONAL ASSOCIATION, as Agent

By: _____
Name: Bryan Shia
Title: Vice President

AirBorn, Inc.
Notice of Grant of Security Interest in Trademarks

TRADEMARK
REEL: 005059 FRAME: 0896

The Grantor and the Agent hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Credit Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

AIRBORN, INC.,
as Grantor

By: _____
Name: _____
Title: _____

Acknowledged and Accepted:

PNC BANK, NATIONAL ASSOCIATION, as Agent

By: Bryan Shia
Name: Bryan Shia
Title: Vice President

AirBorn, Inc.
Notice of Grant of Security Interest in Trademarks

TRADEMARK
REEL: 005059 FRAME: 0897

Schedule 1

AirBorn, Inc.
(Texas Corporation)

U.S. Trademarks

Registered Marks

| Mark | Registration No. | Registration Date |
|---------------------------|------------------|-------------------|
| AIRBORN ELECTRONICS, INC. | 4306356 | 3/9/13 |
| VERSIHD and Design | 4310050 | 3/26/13 |
| MICROQUAD and Design | 4310049 | 3/26/13 |
| VERSI and Design | 4310048 | 3/26/13 |
| 10400 | 3652977 | 7/14/09 |
| A and Design | 3587596 | 3/10/09 |
| AIRBORN | 3474474 | 7/29/08 |

Pending Applications

| Description | Application No. | Filing Date |
|--|-----------------|-------------|
| AIRBORN ELECTRONICS SUPPLY CORPORATION | 85498572 | 12/19/11 |
| MICROSI and Design | 85481320 | 11/28/11 |

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