

Form PTO-1594 (Rev. 12-08)
OMB Collection 0651-0027 (exp. 01/31/2009)

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):

MSA Aircraft Products, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) December 31, 2008

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Amegy Bank National Association

Internal

Address: c/o Mark Harris, Senior Vice President

Street Address: 10001 Reunion Place, Suite 300

City: San Antonio

State: Texas

Country: USA Zip: 78216

- Association Citizenship USA
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other Citizenship

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
74/597,530
75/517,804

B. Trademark Registration No.(s)
1,929,920
2,439,824

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: Eileen E. Sommer

Internal Address:

Street Address: 200 Concord Plaza, Suite 425

City: San Antonio

State: Texas Zip: 78216

Phone Number: 210.547.7400

Fax Number: 210.547.7410

Email Address: esommer@kingssommer.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 041679

Authorized User Name Michelle Hon

9. Signature:

12/31/2008

Signature

Date

Michelle Hon

Name of Person Signing

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

13

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

CH \$65.00 041679 1929920

EXECUTION COPY

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Agreement") is made as of the 31st day of December, 2008 by MSA AIRCRAFT PRODUCTS, INC., a Delaware corporation ("Grantor"), and AMEGY BANK NATIONAL ASSOCIATION, a national banking association ("Lender").

RECITALS

A. Carlisle MSA, Inc., a Delaware corporation ("Borrower") and Lender have entered into that certain Revolving Credit and Term Loan Agreement, dated effective as of December 31, 2008 (as supplemented, modified and amended from time to time, the "Credit Agreement").

B. Borrower has acquired 100% of the ownership interests of MSA Aircraft Products, Inc., a Delaware corporation, formerly known as MSA Aircraft Products, Ltd., a Texas limited partnership ("MSA").

C. Lender has agreed to make to Borrower such extensions of credit requested of Grantor on the terms and conditions set forth in the Credit Agreement, which terms and conditions include, but are not limited to, the condition that Grantor absolutely and unconditionally guaranty the Obligations and grant to Lender a security interest in all of its assets, and Grantor has entered into that certain Security Agreement, of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

D. Lender and Grantor desire to enter into this IP Agreement to set forth with specificity the grant of the security interest intended to be given with respect to the Intellectual Property Collateral (as hereinafter defined) and to authorize and request that the Register of Copyrights and the Commissioner of Patents and Trademarks record this IP Agreement.

E. Defined terms used but not defined herein shall have the same meanings as in the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor's Indebtedness under the Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of the Obligations, Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under the following Collateral (all of which shall collectively be called the "Intellectual Property Collateral"):

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks")

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights; and

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this IP Agreement.

3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender as set forth and pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor to its customers in the ordinary course of business.

(b) Performance of this IP Agreement does not conflict with or result in a breach of any agreement to which Grantor is bound, except to the extent that certain intellectual property agreements prohibit the assignment of the rights thereunder to a third party without the licensor's or other party's consent, and this IP Agreement constitutes a security interest.

(c) During the term of this IP Agreement, Grantor will not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor in the ordinary course of business or as set forth in this IP Agreement;

(d) To its knowledge, each of the Patents is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party;

(e) Grantor shall promptly advise Lender of any material adverse change in the composition of the Collateral, including but not limited to any subsequent ownership right of Grantor in or to any Trademark, Patent, Copyright, or Mask Work specified in this IP Agreement;

(f) Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents, Copyrights, and Mask Works, (ii) use its best efforts to detect infringements of the Trademarks, Patents, Copyrights, and Mask Works and promptly advise Lender in writing of material infringements detected and (iii) not allow any Trademarks, Patents, Copyrights, or Mask Works to be abandoned, forfeited or dedicated to the public without the written consent of Lender, which shall not be unreasonably withheld, unless Grantor determines that reasonable business practices suggest that abandonment is appropriate.

(g) Grantor shall promptly register the most recent version of any of Grantor's Copyrights, if not so already registered, and shall, from time to time, execute and file such other instruments, and take such further actions as Lender may reasonably request from time to time to perfect or continue the perfection of Lender's interest in the Intellectual Property Collateral;

(h) This IP Agreement creates, and in the case of after acquired Intellectual Property Collateral, this IP Agreement will create at the time Grantor first has rights in such after acquired Intellectual Property Collateral, in favor of Lender a valid and perfected first priority security interest in the Intellectual Property Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Agreement upon making the filings referred to in clause (i) below;

(i) To its knowledge (except for, and upon, the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights and Mask Works necessary to perfect the security interests created hereunder, and except as has been already made or obtained) no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body is required either (i) for the grant by Grantor of the security interest granted hereby or for the execution, delivery or performance of this IP Agreement by Grantor in the U.S. or (ii) for the perfection in the United States or the exercise by Lender of its rights and remedies thereunder;

(j) All information heretofore, herein or hereafter supplied to Lender by or on behalf of Grantor with respect to the Intellectual Property Collateral is accurate and complete in all material respects.

(k) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Lender's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interest in any property included within the definition of the Intellectual Property Collateral acquired under such contracts, except that certain contracts may contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts.

(l) Upon any executive officer of any Grantor obtaining actual knowledge thereof, Grantor will promptly notify Lender in writing of any event that materially adversely affects the value of any Intellectual Property Collateral, the ability of Grantor to dispose of any material Intellectual Property Collateral of the rights and remedies of Lender in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

5. Lender's Rights. Lender shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this IP Agreement to take but which Grantor fails to take. Grantor shall reimburse and indemnify Lender for all reasonable costs and reasonable expenses incurred in the reasonable exercise of the rights of the Lender under this Section 4.

6. Inspection Rights. Grantor hereby grants to Lender, and its respective employees, representatives and agents, the right to visit, during reasonable hours upon prior reasonable notice to Grantor, and any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested; provided, however, nothing herein shall entitle Lender access to Grantor's trade secrets and other proprietary information.

7. Further Assurances: Attorney in Fact.

(a) On a continuing basis, Grantor will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademarks Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Lender, to perfect Lender's security interest in all Copyrights, Patents, Trademarks, and Mask Works and otherwise to carry out the intent and purposes of this IP Agreement, or for assuring and confirming to Lender the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, Lender or otherwise, from time to time in Lender's discretion, upon Grantor's failure or inability to do so, to take any action and to execute any instrument which Lender may deem necessary or advisable to accomplish the purposes of this IP Agreement, including:

(i) To modify, in its sole discretion, this IP Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B, Exhibit C, and Exhibit D hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents, Trademarks or Mask Works acquired by Grantor after the execution hereof or to delete any reference to any

right, title or interest in any Copyrights, Patents, Trademarks, or Mask Works in which Grantor no longer has or claims any right, title or interest; and

(ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Grantor where permitted by law.

8. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this IP Agreement:

(a) An Event of Default occurs under the Credit Agreement; or

(b) Grantor breaches any warranty or agreement made by Grantor in this IP Agreement and such breach has not been cured within 30 days of Lender providing notice to Grantor of such breach.

9. Remedies. Upon the occurrence and continuance of an Event of Default, Lender shall have the right to exercise all the remedies of a secured party under the Uniform Commercial Code of the applicable jurisdiction, including without limitation the right to require Grantor to assemble the Intellectual Property Collateral and any tangible property in which Lender has a security interest and to make it available to Lender at a place designated by Lender. Lender shall have a nonexclusive, royalty free license to use the Copyrights, Patents, Trademarks, and Mask Works to the extent reasonably necessary to permit Lender to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorney's fees) incurred by Lender in connection with the exercise of any of Lender's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Lender's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

10. Indemnity. Grantor agrees to defend, indemnify and hold harmless Lender, and its respective officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this IP Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Lender as a result of or in any way arising out of, following or consequential to transactions between Lender and Grantor, whether under this IP Agreement or otherwise (including without limitation, reasonable attorneys fees and reasonable expenses), except for losses arising from or out of Lender's gross negligence or willful misconduct.

11. Reassignment. At such time as Grantor shall completely satisfy all of the obligations secured hereunder, Lender shall execute and deliver to Grantor all releases, assignments (without recourse or warranty), and other instruments as may be necessary or proper to reinvest in Grantor full title to the property assigned hereunder, subject to any disposition thereof which may have been made by Lender pursuant hereto.

12. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

13. Amendments. This IP Agreement may be amended only by a written instrument signed by both parties hereto.

14. Counterparts. This IP Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

15. Law and Jurisdiction. This IP Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard for choice of law provisions. Grantor and Lender consent to the nonexclusive jurisdiction of any state or federal court located in Bexar County, Texas.

16. Confidentiality. In handling any confidential information, Lender shall exercise the same degree of care that it exercises with respect to its own proprietary information of the same types to maintain the confidentiality of any non-public information thereby received or received pursuant to this IP Agreement except that the disclosure of this information may be made (i) to the affiliates of the Lender, (ii) to prospective transferee or purchasers of an interest in the obligations secured hereby, provided that they have entered into comparable confidentiality agreement in favor of Grantor and have deliver a copy to Grantor, (iii) as required by law, regulation, rule or order, subpoena judicial order or similar order and (iv) as may be required in connection with the examination, audit or similar investigation of Lender.

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IN WITNESS WHEREOF, the parties hereto have executed this IP Agreement on the day and year first above written.

BORROWER:

MSA AIRCRAFT PRODUCTS, INC.,
a Delaware corporation

By: 
Dennis Dunn
Chief Financial Officer

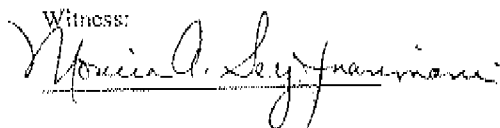
Witness:


EXHIBIT "A"
COPYRIGHTS

None.

EXHIBIT "B"
PATENTS

MSA Issued and Provisional Patents (United States)

	Our File No.	Filing Date	App No. Patent No.	Title	Inventor(s)	Assignee	Notes/Status
1	P-194.2	9/29/89	07/415,016 4,998,576	Reversing screw, aircraft window shade mechanism for a modular aircraft window	Moreno, Gilbert C.	MSA Aircraft Products, Ltd.	
2	P-194.2(CON) (CIP)	5/28/91	07/706,214 5,082,043 ¹	Window shade mechanism for a modular aircraft window	Moreno, Gilbert C.	MSA Aircraft Products, Ltd.	The portion of the term of this patent subsequent to March 12, 2008, has been disclaimed.
3	P-194.5	12/1/95	08/565,880 5,642,022	Aircraft window shade speed regulation control system	Sanz, Eduardo; Spraggins, Michael R.; Pearson, Dayton R.	MSA Aircraft Products, Ltd.	
4	P-194.8	2/19/97	08/802,860 5,816,507	Aircraft window assembly having a circular, rotatable lens	Sanz, Eduardo	MSA Aircraft Products, Ltd.	
5	P-194.7(CIP)	6/3/97	08/868,185 5,954,109 ²	Modular aircraft window unit	Sanz, Eduardo	MSA Aircraft Products, Ltd.	
6	P-194.7(CIP2)	9/17/98	09/154,682 6,065,523 ³	Modular aircraft window unit including a roman shade having scissored levers	Sanz, Eduardo	MSA Aircraft Products, Ltd.	
7	P-194.9(UT1)	9/24/98	09/159,950 6,230,784	Electrically operated aircraft window with a sliding take-up spool	Sanz, Eduardo; Martin, Donald; Moreno, Gilbert	MSA Aircraft Products, Ltd.	
8	P-194.12(UT1)	2/8/00	09/500,298 6,481,486	Modular aircraft window with a dual shade	Sanz, Eduardo; Moreno, Gilbert	MSA Aircraft Products, Ltd.	

¹ Continuation-in-part of application No. 07/415,016, Sept. 29, 1989, now Pat. No. 4,998,576, and continuation-in-part of application No. 07/667,019, Mar. 8, 1991, now abandoned.

² Continuation-in-part of application No. 08/533,168, Sep. 25, 1995, now Pat. No. 5,662,152.

³ Continuation-in-part of application No. 08/868,183, Jun. 3, 1997, now Pat. No. 5,954,109, which is a continuation-in-part of application No. 08/533,168, Sep. 25, 1995, now Pat. No. 5,662,152.

9	P-194.13(UT)	8/24/00	09/645,919 6,460,805	Double convex aircraft window	Sanz, Eduardo; Moreno, Gilbert	MSA Aircraft Products, Ltd	
10	P-194.15(UT)	12/21/01	10/027,633 6,745,810	Handle operated modular window shade system for moving a shade vertically a distance less than the distance of handle travel	Moreno, Gilbert; Sanz, Eduardo; Spraggins, Michael	MSA Aircraft Products, Ltd	
11	P-194.12(UT) (CIP2)	10/2/02	10/263,175 6,832,641 ¹	Electric dual shade aircraft window	Sanz, Eduardo; Moreno, Gilbert; Martin, Joe	MSA Aircraft Products, Ltd. (Martin only). ²	
12	P-194.12(CON)	10/4/02	10/264,444 6,758,255 ⁶	Modular aircraft window with a dual shade	Sanz, Eduardo; Moreno, Gilbert	MSA Aircraft Products, Ltd. ⁷	
13	P-194.18(PRO2)	6/3/08	61/150,758	Clutch operated electric aircraft window with manual override	Mohat, Nicholas C.; Spraggins, Michael	MSA Aircraft Products, Ltd.	Provisional; not yet published. Must file non-provisional by 6/3/09.
14	P-194.18(PRO)	6/6/08	61/131,311	Modular window for an aircraft including an SPD lens with opaque shade	Mohat, Nicholas C.; Spraggins, Michael	MSA Aircraft Products, Ltd.	Provisional; not yet published. Must file non-provisional by 6/6/09.

MSA Issued and Provisional Patents (Canada)

	Our File No.	Filing Date	Patent No.	Title	Inventor(s)	Assignee Registration No.	Notes/Status
1	P-194.2(CAN)	9/26/90	2,066,706	Reversing screw, aircraft window shade mechanism for a modular aircraft window	Moreno, Gilbert C.	MSA Aircraft Products, Ltd. 1,341,173	
2	P-194.2(CON) (CIP)(CAN)	5/28/92	2,069,830	Window shade mechanism for a modular aircraft window	Moreno, Gilbert C.	MSA Aircraft Products, Ltd. 05135599	

¹ Continuation-in-part of application No. 09/717,181, Nov. 17, 2000, now abandoned, which was a continuation-in-part of application No. 09/500,298, Feb. 8, 2000, now Pat. No. 6,481,486.

² Assignment from Joe Martin only; no assignment from Eduardo Sanz or Gilbert Moreno.

⁶ Continuation of application No. 09/500,298, Feb. 8, 2000, now Pat. No. 6,481,486.

⁷ As a continuation, the "assignment recorded against the original application gives the assignee rights to the subject matter common to both applications." MPEP § 306.

EXHIBIT "C"

TRADEMARKS

Registered Trademarks (United States federal)

74597,530	11/10/94	1,929,920	102495	ACCORDIA	Registered	MSA Aircraft Products, Ltd.			
75517,804	7/13/98	2,439,824	45101	ULTRASLEM	Registered	MSA Aircraft Products, Ltd.			

Unregistered Trademarks

MSA				MSA Aircraft Products, Ltd.
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EXHIBIT "D"
MASK WORKS

None.