

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
KIWI STONE ACQUISITION CORP.		03/30/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	COBHAM DEFENSE ELECTRONIC SYSTEMS CORPORATION		
<b>Street Address:</b>	58 Main Street		
<b>City:</b>	Bolton		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01740		
<b>Entity Type:</b>	CORPORATION: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2546060	LDI	
Registration Number:	2808770	MINPAC	
Registration Number:	1527959	VERSA-AMP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(716)856-0432		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	716-856-0600		
<b>Email:</b>	plavoie@jaeckle.com		
<b>Correspondent Name:</b>	Paul T. Lavoie		
<b>Address Line 1:</b>	12 Fountain Plaza		
<b>Address Line 4:</b>	Buffalo, NEW YORK 14202		
<b>ATTORNEY DOCKET NUMBER:</b>	90387-003408		
<b>NAME OF SUBMITTER:</b>	Paul T. Lavoie		

**CH \$90.00 2546060**

Signature:

/paul t. lavoie/

Date:

04/01/2009

**Total Attachments: 7**

source=TM\_Security\_Agmt#page1.tif

source=TM\_Security\_Agmt#page2.tif

source=TM\_Security\_Agmt#page3.tif

source=TM\_Security\_Agmt#page4.tif

source=TM\_Security\_Agmt#page5.tif

source=TM\_Security\_Agmt#page6.tif

source=TM\_Security\_Agmt#page7.tif

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is dated as of March 30, 2009 (this "Agreement") is made between KIWI STONE ACQUISITION CORP., a Delaware corporation (the "Debtor"), and COBHAM DEFENSE ELECTRONIC SYSTEMS CORPORATION, a Massachusetts corporation (the "Secured Party").

The Debtor and the Secured Party hereby agree as follows:

### Section 1 Definitions; Interpretation.

(a) Terms Defined in Credit Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Security Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"PTO" means the United States Patent and Trademark Office.

"Security Agreement" means the Security Agreement dated the date hereof between the Debtor and the Secured Party.

"UCC" means the Uniform Commercial Code as in effect in the State of New York.

(c) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by the Debtor; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Security Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

### Section 2 Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations, the Debtor hereby grants to the Secured Party a security interest in, and a mortgage upon, all of the Debtor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which the Debtor now has or

hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) the entire goodwill of or associated with the businesses now or hereafter conducted by the Debtor connected with and symbolized by any of the aforementioned properties and assets;

(iii) all general intangibles and all intangible intellectual or other similar property of the Debtor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(iv) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

(b) **Continuing Security Interest.** Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated by the Secured Party.

(c) **Release of Security Interest in Certain Cases.** The security interest granted herein and the Collateral subject to such security interest shall be subject to the Collateral release and termination provisions of Section 21 of the Security Agreement.

**Section 3 Supplement to Security Agreement.** This Agreement has been entered into in conjunction with the security interests granted to the Secured Party under the Security Agreement or other security documents referred to therein. The rights and remedies of the Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

**Section 4 Representations and Warranties.** The Debtor represents and warrants to the Secured Party that a true and correct list of all of the existing Collateral consisting of U.S. trademarks, trademark registrations or applications owned by the Debtor, in whole or in part, is set forth in Schedule A.

**Section 5**     **Further Acts.** On a continuing basis, the Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by the Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure the Debtor's compliance with this Agreement or to enable the Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. The Secured Party may record this Agreement, an abstract thereof, or any other document describing the Secured Party's interest in the Collateral with the PTO, at the expense of the Debtor. In addition, the Debtor authorizes the Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by the Secured Party. If the Debtor shall at any time hold or acquire a commercial tort claim having a value estimated to exceed \$250,000 in any single instance or in the aggregate and arising with respect to the Collateral, the Debtor shall immediately notify the Secured Party in a writing signed by the Debtor of the brief details thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Secured Party.

**Section 6**     **Authorization to Supplement.** If the Debtor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. The Debtor shall give prompt notice in writing to the Secured Party with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting the Debtor's obligations under this Section 6, the Debtor authorizes the Secured Party to modify this Agreement by amending Schedule A to include any such new trademark or trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from the Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A.

**Section 7**     **Binding Effect.** This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Debtor, the Secured Party and their respective successors and assigns. The Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Security Agreement.

**Section 8**     **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the law of the State of New York, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than the State of New York.

**Section 9**     **Entire Agreement; Amendment.** This Agreement and the Security Agreement, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Security Agreement. Notwithstanding the foregoing, the Secured Party

unilaterally may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Security Agreement, the provision giving the Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to the Secured Party under the Security Agreement.

**Section 10** **Counterparts**. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

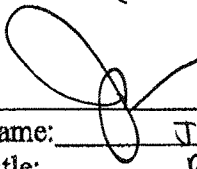
**Section 11** **No Inconsistent Requirements**. The Debtor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and the Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

**Section 12** **Severability**. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

*[Remainder of page intentionally left blank. Signature page to follow.]*

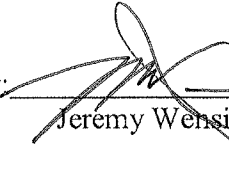
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

KIWI STONE ACQUISITION CORP.

By:   
Name: John DeCamp  
Title: President

[Signature Page to Trademark Security Agreement]

COBHAM DEFENSE ELECTRONIC SYSTEMS  
CORPORATION

By:  \_\_\_\_\_  
Jeremy Wensinger, President

---

[Signature page to Trademark Security Agreement]



**SCHEDULE A**  
to the Trademark Security Agreement  
Debtor: Kiwi Stone Acquisition Corp.

**Registered Trademarks**

Country	Trademark:	Trademark Status	Application #:	Filing Date:	Reg. #:	Reg. Date:	Next Renewal
US	LDI DEVICE	Registered	76/012958	29-Mar-2000	2546060	12-Mar-2002	12-Mar-2012
US	MINPAC	Registered	78-221407	4-Mar-2003	2808770	27-Jan-2004	27-Jan-2014
US	VERSA-AMP	Registered	73/736890	27-June-1988	1527959	7-Mar-1989	7-Mar-2009

881109v5