
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): April 22, 2009

TransDigm Group Incorporated

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation)

333-130483

(Commission File Number)

51-0484716

(IRS Employer Identification No.)

1301 East 9th Street, Suite 3710, Cleveland, Ohio

(Address of principal executive offices)

44114

(Zip Code)

(216) 706-2939

(Registrant's telephone number, including area code)

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

On April 23, 2009, the Board of Directors of TransDigm Group Incorporated (the “Company”) approved Amendment No. 3 to the TransDigm Group Incorporated Fourth Amended and Restated 2003 Stock Option Plan (the “2003 Plan”). The amendment was designed to give the Compensation Committee flexibility to issue the remaining options available under the 2003 Plan, which number approximately 76,000, without constraint of the performance related terms (which extended only through fiscal 2008) and allocation between time vested and performance vested options initially included in the 2003 Plan. A copy of the foregoing Amendment No. 3 is attached to this Report as Exhibit 10.1.

On April 22, 2009, the Compensation Committee (the “Compensation Committee”) of the Board of Directors of the Company approved the Amended and Restated TransDigm Group Incorporated 2006 Stock Incentive Plan Dividend Equivalent Plan. The plan was amended and restated to clarify some ambiguities in the plan language and the initial intent of the plan regarding the issuance of dividend equivalent rights in connection with a “Corporate Transaction” under the Internal Revenue Code. A copy of the foregoing amended and restated plan is attached to this Report as Exhibit 10.2.

On April 23, 2009, the Board of Directors of the Company approved the Second Amended and Restated TransDigm Group Incorporated 2003 Stock Option Plan Dividend Equivalent Plan. The purpose of the amended and restated plan is to make the dividend rights available for holders of options under the 2003 Plan be the same as those available for holders of options under the Company’s 2006 Stock Incentive Plan. A copy of the foregoing plan is attached to this Report as Exhibit 10.3.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

The following exhibits are being filed with this Current Report on Form 8-K:

- Exhibit No. 10.1 Amendment No. 3 to the TransDigm Group Incorporated Fourth Amended and Restated 2003 Stock Option Plan
- Exhibit No. 10.2 Amended and Restated TransDigm Group Incorporated 2006 Stock Incentive Plan Dividend Equivalent Plan
- Exhibit No. 10.3 Second Amended and Restated TransDigm Group Incorporated 2003 Stock Option Plan Dividend Equivalent Plan

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

TRANSDIGM GROUP INCORPORATED

By /s/ Gregory Rufus

Gregory Rufus

Executive Vice President and Chief Financial Officer

Date: April 28, 2009

Exhibit Index

Exhibit No. 10.1	Amendment No. 3 to the TransDigm Group Incorporated Fourth Amended and Restated 2003 Stock Option Plan
Exhibit No. 10.2	Amended and Restated TransDigm Group Incorporated 2006 Stock Incentive Plan Dividend Equivalent Plan
Exhibit No. 10.3	Second Amended and Restated TransDigm Group Incorporated 2003 Stock Option Plan Dividend Equivalent Plan

**AMENDMENT NO. 3
TO THE
TRANSDIGM GROUP INCORPORATED
FOURTH AMENDED AND RESTATED 2003 STOCK OPTION PLAN**

WHEREAS, TransDigm Group Incorporated (the "Company") currently maintains and sponsors the TransDigm Group Incorporated Fourth Amended and Restated 2003 Stock Option Plan (the "Plan"); and

WHEREAS, the Board of Directors of the Company (the "Board") wishes to amend the Plan in accordance with the provisions of Section 17.

NOW, THEREFORE, the Plan is hereby amended as follows:

1. Notwithstanding Sections 4(a), 7 and 8 of the Plan, all unissued New Management Options and any forfeited Rollover Options or New Management Options shall vest and become exercisable in such manner and on such date or dates set forth in the Option Agreement, as may be determined by the Committee.
2. This Amendment No. 3 shall be effective as of April 23, 2009.
3. Except as modified by this Amendment No. 3, all of the terms and conditions of the Plan shall remain valid and in full force and effect.

IN WITNESS WHEREOF, this Amendment No. 3 was duly adopted by the Board of Directors as of April 23, 2009.

TRANSDIGM GROUP INCORPORATED

By /s/ Gregory Rufus

Gregory Rufus, Executive Vice President, Chief
Financial Officer and Secretary

**AMENDED AND RESTATED TRANSDIGM GROUP INCORPORATED
2006 STOCK INCENTIVE PLAN
DIVIDEND EQUIVALENT PLAN**

Section 1. PURPOSE

The purpose of this Plan is to provide certain participants in the Company's 2006 Stock Incentive Plan with the right to receive dividend equivalent payments in the event that a dividend is declared by the Company in connection with a recapitalization or a similar corporate event.

Section 2. DEFINITIONS

- (a) "Affiliate" means any parent corporation or subsidiary corporation of the Company, whether now or hereafter existing, as those terms are defined in Section 424(e) and (f), respectively, of the Code.
- (b) "Board" means the Board of Directors of the Company.
- (c) "Code" means the Internal Revenue Code of 1986, as amended.
- (d) "Committee" means the Compensation Committee of the Board.
- (e) "Company" means TransDigm Group Incorporated, a Delaware corporation.
- (f) "Corporate Transaction" means a transaction that qualifies as a "corporate transaction" for purposes of Treasury Regulation Section 1.409A-1(b)(5)(v)(D).
- (g) "Option" means an option to purchase common stock of the Company under the 2006 Stock Incentive Plan.
- (h) "Participant" means a person or entity to whom an Option is granted pursuant to the 2006 Stock Incentive Plan or, if applicable, such other person or entity who holds an outstanding Option.
- (i) "Plan" means the TransDigm Group Incorporated Dividend Equivalent Plan, as the same may be amended from time to time.
- (j) "2006 Stock Incentive Plan" means the TransDigm Group Incorporated 2006 Stock Incentive Plan, as the same may be amended from time to time.

Section 3. ADMINISTRATION

(a) General. The Plan shall be administered by the Committee.

(b) Powers of the Committee. Subject to the provisions of the Plan, the Committee shall have sole authority, in its absolute discretion: (i) to construe and interpret the Plan, and to establish, amend and revoke rules and regulations for its administration; (ii) to amend the Plan as provided in Section 5(a); and (iii) to exercise such powers and to perform such acts as the Committee deems necessary or expedient to promote the best interests of the Company which are not in conflict with the provisions of the Plan. Notwithstanding any other provision of the Plan, any action required or permitted to be taken by the Committee may be taken by the Board.

(c) Committee Determinations. All determinations, interpretations and constructions made by the Committee in good faith shall not be subject to review by any person or entity and shall be final, binding and conclusive on all persons and entities.

Section 4. PAYMENT OF DIVIDEND EQUIVALENT

(a) Dividend Equivalents. In the event that the Company declares a dividend on common stock of the Company, Participants shall be eligible to receive a cash dividend equivalent payment or a reduction of the exercise price of unvested Options as follows:

(i) Vested Options. Participants who hold vested Options at the time any such dividend is declared shall be eligible to receive a cash dividend equivalent payment equal to the amount that such Participant would otherwise have been entitled to receive had his or her vested Option been fully exercised immediately prior to such declaration. The cash dividend equivalent payment shall be paid to Participants eligible for such payments under this Section 4(a)(i) no later than two and one-half (2 1/2) months following the end of the taxable year in which the Company declares a dividend in accordance with this Section 4(a).

(ii) Unvested Options.

(1) In the event that the Company declares such dividend other than in a Corporate Transaction, Participants who hold unvested Options at the time such dividend is declared shall be eligible to receive a cash dividend equivalent payment equal to the amount that such Participant would otherwise have been entitled to receive had his or her unvested Option been fully vested and exercised immediately prior to such declaration; provided that such cash dividend equivalent amount shall not be paid to any such Participant until the later of (i) the date such Option vests pursuant to the terms set forth in such Participant's applicable Option agreement or (ii) two and one-half (2 1/2) months following the end of the taxable year in which the Company declares a dividend in accordance with this Section 4(a).

(2) In the event that the Company declares such dividend in a Corporate Transaction, the Company shall pursuant to such Corporate Transaction replace or assume any outstanding unvested Options with new options, the exercise price of which shall be reduced from the original Option by the amount of such dividend per share (but not below \$0); provided that the ratio of the exercise price of the new option to the fair market value of such new option immediately after the substitution or assumption is not greater than the ratio of the exercise price of the unvested Option to the fair market value of the unvested Option immediately before such substitution or assumption. Unless otherwise determined by the Committee, in the event the exercise price of any new option is reduced pursuant to this Section 4(a)(ii)(2), the Participant shall not receive any cash dividend equivalent payment with respect to any dividend paid in connection with such Corporate Transaction. If for any reason the exercise price of an Option is not reduced in accordance with this Section 4(a)(ii)(2), then the Participants shall receive a dividend equivalent payment in accordance with Section 4(a)(ii)(1).

(iii) In no event shall a cash dividend equivalent payment be tied to or otherwise dependent upon the exercise of an Option.

(b) Taxes. Dividend equivalent payments made in accordance with subsection (a) shall be subject to withholding of all applicable taxes.

Section 5. MISCELLANEOUS

(a) Amendment of Plan. The Committee at any time, and from time to time, may amend the Plan.

(b) Termination or Suspension of the Plan. The Committee may suspend or terminate the Plan at any time. Unless sooner terminated, the Plan shall terminate on the first business day following the later to occur of (i) the date on which the 2006 Stock Incentive Plan is terminated, or (ii) the date on which no Options are outstanding under the 2006 Stock Incentive Plan.

(c) Effective Date of the Plan. The Plan shall be effective as of October 1, 2008.

(d) Governing Law. The Plan shall be governed by and construed in accordance with the internal laws of the State of Delaware without reference to the principles of conflicts of laws thereof.

(e) Reliance on Reports. Each member of the Committee and each member of the Board shall be fully justified in relying, acting or failing to act, and shall not be liable for having so relied, acted or failed to act in good faith, upon any report made by the independent public accountant of the Company and its Affiliates and upon any other information furnished in connection with the Plan by any person or persons other than himself.

(f) Titles and Headings. The titles and headings of the sections in the Plan are for convenience of reference only, and in the event of any conflict, the text of the Plan, rather than such titles or headings shall control.

**SECOND AMENDED AND RESTATED
TRANSDIGM GROUP INCORPORATED
2003 STOCK OPTION PLAN DIVIDEND EQUIVALENT PLAN**

Section 1. PURPOSE.

The purpose of this Plan is to provide certain participants in the Company's Fourth Amended and Restated 2003 Stock Option Plan, as amended, with the right to receive dividend equivalent payments in the event that a dividend is declared by the Company.

Section 2. DEFINITIONS.

- (a) "Affiliate" means any parent corporation or subsidiary corporation of the Company, whether now or hereafter existing, as those terms are defined in Sections 424(e) and (f), respectively, of the Code.
- (b) "Board" means the Board of Directors of the Company.
- (c) "Code" means the Internal Revenue Code of 1986, as amended.
- (d) "Committee" means the Compensation Committee of the Board.
- (e) "Company" means TransDigm Group Incorporated, a Delaware corporation.
- (f) "Option" means an option to purchase common stock of the Company under the 2003 Stock Option Plan.
- (g) "Participant" means a person or entity to whom an Option is granted pursuant to the 2003 Stock Option Plan or, if applicable, such other person or entity who holds an outstanding Option.
- (h) "Plan" means the TransDigm Group Incorporated 2003 Stock Option Plan Dividend Equivalent Plan, as the same may be amended from time to time.
- (i) "2003 Stock Option Plan" means the TransDigm Group Incorporated Fourth Amended and Restated 2003 Stock Option Plan, as amended, as the same may be amended from time to time.

Section 3. ADMINISTRATION.

- (a) General. The Plan shall be administered by the Committee.
- (b) Powers of the Committee. Subject to the provisions of the Plan, the Committee shall have sole authority, in its absolute discretion: (i) to construe and interpret the Plan, and to establish, amend and revoke rules and regulations for its administration; (ii) to amend the Plan as provided in Section 5(a); and (iii) to exercise such powers and to perform such acts as the Committee deems necessary or expedient to promote the best interests of the Company which are not in conflict with the provisions of the Plan.
- (c) Committee Determinations. All determinations, interpretations and constructions made by the Committee in good faith shall not be subject to review by any person or entity and shall be final, binding and conclusive on all persons and entities.

Section 4. PAYMENT OF DIVIDEND EQUIVALENT.

- (a) Dividend Equivalents. In the event that the Company declares a dividend on common stock of the Company, Participants shall be eligible to receive a cash dividend equivalent payment or a reduction of the exercise price of unvested Options as follows:
- (i) Vested Options. Participants who hold vested Options at the time any such dividend is declared shall be eligible to receive a cash dividend equivalent payment equal to the amount that such Participant would otherwise have been entitled to receive had his or her vested Option been fully exercised immediately prior to such declaration. The cash dividend equivalent payment shall be paid to Participants eligible for such payments under this Section 4(a)(i) no later than two and one-half (2 1/2) months following the end of the taxable year in which the Company declares a dividend in accordance with this Section 4(a).

(ii) Unvested Options.

(1) In the event that the Company declares such dividend other than in a Corporate Transaction, Participants who hold unvested Options at the time such dividend is declared shall be eligible to receive a cash dividend equivalent payment equal to the amount that such Participant would otherwise have been entitled to receive had his or her unvested Option been fully vested and exercised immediately prior to such declaration; provided that such cash dividend equivalent amount shall not be paid to any such Participant until the later of (i) the date such Option vests pursuant to the terms set forth in such Participant's applicable Option agreement or (ii) two and one-half (2 1/2) months following the end of the taxable year in which the Company declares a dividend in accordance with this Section 4(a).

(2) In the event that the Company declares such dividend in a Corporate Transaction, the Company shall pursuant to such Corporate Transaction replace or assume any outstanding unvested Options with new options, the exercise price of which shall be reduced from the original Option by the amount of such dividend per share (but not below \$0); provided that the ratio of the exercise price of the new option to the fair market value of such new option immediately after the substitution or assumption is not greater than the ratio of the exercise price of the unvested Option to the fair market value of the unvested Option immediately before such substitution or assumption. Unless otherwise determined by the Committee, in the event the exercise price of any new option is reduced pursuant to this Section 4(a)(ii)(2), the Participant shall not receive any cash dividend equivalent payment with respect to any dividend paid in connection with such Corporate Transaction. If for any reason the exercise price of an Option is not reduced in accordance with this Section 4(a)(ii)(2), then the Participants shall receive a dividend equivalent payment in accordance with Section 4(a)(ii)(1).

(iii) In no event shall a cash dividend equivalent payment be tied to or otherwise dependent upon the exercise of an Option.

(b) Taxes. Dividend equivalent payments made in accordance with subsection (a) above shall be subject to withholding of all applicable taxes.

Section 5. MISCELLANEOUS

(a) Amendment of Plan. The Board at any time, and from time to time, may amend the Plan.

(b) Termination or Suspension of the Plan. The Board may suspend or terminate the Plan at any time. Unless sooner terminated, the Plan shall terminate on the first business day following the later to occur of (i) the date on which the 2003 Stock Option Plan is terminated, or (ii) the date on which no Options are outstanding under the 2003 Stock Option Plan.

(c) Effective Date of the Plan. The Plan shall be effective as of December 10, 2005, as amended and restated effective December 15, 2005.

(d) Governing Law. The Plan shall be governed by and construed in accordance with the internal laws of the State of Delaware without reference to the principles of conflicts of laws thereof.

(e) Reliance on Reports. Each member of the Committee and each member of the Board shall be fully justified in relying, acting or failing to act, and shall not be liable for having so relied, acted or failed to act in good faith, upon any report made by the independent public accountant of the Company and its Affiliates and upon any other information furnished in connection with the Plan by any person or persons other than himself.

(f) Titles and Headings. The titles and headings of the sections in the Plan are for convenience of reference only, and in the event of any conflict, the text of the Plan, rather than such titles or headings shall control.

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