
**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): October 24, 2012

TransDigm Group Incorporated

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-32833
(Commission
File Number)

41-2101738
(IRS Employer
Identification No.)

**1301 East 9th Street, Suite 3000,
Cleveland, Ohio**
(Address of principal executive offices)

44114
(Zip Code)

(216) 706-2960
(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's 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.

Amendments to Employment Agreements with Executive Officers

On October 24, 2012, the Company and each of Messrs. W. Nicholas Howley, Chairman and Chief Executive Officer of the Company; Raymond F. Laubenthal, Chief Operating Officer and President of the Company; Gregory Rufus, Executive Vice President, Chief Financial Officer and Secretary of the Company; Robert Henderson, Executive Vice President of the Company; Bernt Iversen, Executive Vice President—Mergers & Acquisitions and Business Development of the Company; James Skulina, Executive Vice President of the Company; and Peter Palmer, Executive Vice President of the Company, respectively, entered into amendments to their employment agreements to eliminate certain compensatory perquisites thereunder. Specifically, Messrs. Laubenthal, Rufus, Henderson, Iversen, Skulina and Palmer will no longer be entitled to company-paid automobile or country club expenses and Mr. Howley will no longer be entitled to a company-paid automobile or country club expenses or reimbursement of financial planning expenses.

The amendment to the employment agreement of Mr. Howley and the form of amendment to the employment agreements of the other executive officers are filed with this Report as Exhibits 10.1 and 10.2.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

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

- 10.1 Amendment to Second Amended and Restated Employment Agreement, dated October 24, 2012, between W. Nicholas Howley and TransDigm Group Incorporated
- 10.2 Form of Amendment to Employment Agreement, dated October 24, 2012, between each of Raymond Laubenthal, Gregory Rufus, Robert Henderson, Bernt Iversen, Peter Palmer and James Skulina and TransDigm Group Incorporated

SIGNATURE

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, Chief Financial Officer and Secretary

Date: October 25, 2012

AMENDMENT TO SECOND AMENDED AND RESTATED EMPLOYMENT AGREEMENT

THIS AMENDMENT TO SECOND AMENDED AND RESTATED EMPLOYMENT AGREEMENT (this "Amendment"), dated as of October 24, 2012 and effective as of October 1, 2012, is made by and between TransDigm Group Incorporated, a Delaware corporation (the "Company"), and W. Nicholas Howley ("Executive").

WITNESSETH:

WHEREAS, the Company and Executive are parties to the Second Amended and Restated Employment Agreement, dated as of February 24, 2011 (the "Employment Agreement") setting forth certain terms and conditions of Executive's employment with the Company; and

WHEREAS, the Company and Executive desire to amend the Employment Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the respective covenants and agreements set forth below, the parties hereto agree as follows:

1. Amendments. Each of Section 4(h), Section 4(i) and Section 4(j) of the Employment Agreement is hereby deleted in its entirety.
2. Counterparts. This Amendment may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.
3. Governing Law. This Amendment shall be governed, construed, interpreted and enforced in accordance with the substantive laws of the State of Ohio.
4. Full Force and Effect. Except as expressly amended by this Amendment, all other terms and conditions of the Employment Agreement shall remain in full force and effect and unmodified hereby.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Amendment on the date and year first above written.

TRANSDIGM GROUP INCORPORATED

By: /s/ Gregory Rufus

Name: Gregory Rufus

Title: Executive Vice President and Chief Financial Officer

EXECUTIVE

/s/ W. Nicholas Howley

W. Nicholas Howley

[SECOND] AMENDMENT TO [SECOND AMENDED AND RESTATED] EMPLOYMENT AGREEMENT

THIS [SECOND] AMENDMENT TO [SECOND AMENDED AND RESTATED] EMPLOYMENT AGREEMENT (this "Amendment"), dated as of October , 2012 and effective as of October 1, 2012, is made by and between TransDigm Group Incorporated, a Delaware corporation (the "Company"), and [] ("Executive").

WITNESSETH:

WHEREAS, the Company and Executive are parties to the [Second Amended and Restated] Employment Agreement, dated as of [], as amended] (the "Employment Agreement") setting forth certain terms and conditions of Executive's employment with the Company; and

WHEREAS, the Company and Executive desire to amend the Employment Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the respective covenants and agreements set forth below, the parties hereto agree as follows:

1. Amendments. Each of Section 4(h), Section 4(i), Section 6(b)(iii) and Section 6(b)(iv) of the Employment Agreement is hereby deleted in its entirety.
2. Counterparts. This Amendment may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.
3. Governing Law. This Amendment shall be governed, construed, interpreted and enforced in accordance with the substantive laws of the State of Ohio.
4. Full Force and Effect. Except as expressly amended by this Amendment, all other terms and conditions of the Employment Agreement shall remain in full force and effect and unmodified hereby.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Amendment on the date and year first above written.

TRANSDIGM GROUP INCORPORATED

By: _____
Name: _____
Title: _____

EXECUTIVE
