

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

**SCHEDULE 13D/A**

Under the Securities Exchange Act of 1934  
(Amendment No. 1)\*

**TransDigm Group Incorporated**

(Name of Issuer)

**Common Stock, \$0.01 Par Value**

(Title of Class of Securities)

**893641 10 0**

(CUSIP Number)

**Scott A. Arenare, Esq.**  
**Managing Director and General Counsel**  
**Warburg Pincus LLC**  
**466 Lexington Avenue**  
**New York, New York 10017**  
**(212) 878-0600**

(Name, Address and Telephone Number of Person  
Authorized to Receive Notices and Communications)

**Copies to:**  
**Steven J. Gartner, Esq.**  
**Cristopher Greer, Esq.**  
**Willkie Farr & Gallagher LLP**  
**787 Seventh Avenue**  
**New York, New York 10019**  
**(212) 728-8000**

**May 25, 2007**

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. ☐

**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

**SCHEDULE 13D**

CUSIP No. 893641 10 0

1. Names of Reporting Persons.  
I.R.S. Identification Nos. of above persons (entities only)  
TD Group Holdings, LLC

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)	<input type="radio"/>
(b)	<input checked="" type="radio"/>

3.	SEC Use Only	
4.	Source of Funds (See Instructions)	N/A
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)	<input type="radio"/>
6.	Citizenship or Place of Organization	Delaware
	7. Sole Voting Power	-0-
Number of Shares Beneficially Owned by Each Reporting Person With	8. Shared Voting Power	21,351,492
	9. Sole Dispositive Power	-0-
	10. Shared Dispositive Power	21,351,492
11.	Aggregate Amount Beneficially Owned by Each Reporting Person	21,351,492
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)	<input type="radio"/>
13.	Percent of Class Represented by Amount in Row (11)	45.6%
14.	Type of Reporting Person (See Instructions)	OO

SCHEDULE 13D

CUSIP No. 893641 10 0

1.	Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only) Warburg Pincus Private Equity VIII, L.P.	I.R.S. #13- 4161869
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2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

0

(b)

x

3. SEC Use Only

4. Source of Funds (See Instructions)  
N/A

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) o

6. Citizenship or Place of Organization  
Delaware

7. Sole Voting Power  
-0-

Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting  
Person With

8. Shared Voting Power  
21,351,492

9. Sole Dispositive Power  
-0-

10. Shared Dispositive Power  
21,351,492

11. Aggregate Amount Beneficially Owned by Each Reporting Person  
21,351,492

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) o

13. Percent of Class Represented by Amount in Row (11)  
45.6%

14. Type of Reporting Person (See Instructions)  
PN

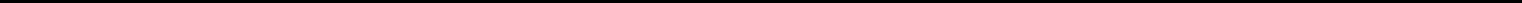
1.	Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only) Warburg Pincus & Co.		I.R.S. #13- 6358475
<hr/>			
2.	Check the Appropriate Box if a Member of a Group (See Instructions)		
	(a)	<hr/> o	
	(b)	<hr/> x	
<hr/>			
3.	SEC Use Only		
<hr/>			
4.	Source of Funds (See Instructions) N/A		
<hr/>			
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)    o		
<hr/>			
6.	Citizenship or Place of Organization New York		
<hr/>			
	7.	Sole Voting Power -0-	
	<hr/>		
Number of Shares Beneficially Owned by Each Reporting Person With	8.	Shared Voting Power 21,351,492	
	<hr/>		
	9.	Sole Dispositive Power -0-	
	<hr/>		
	10.	Shared Dispositive Power 21,351,492	
	<hr/>		
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 21,351,492		
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12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)    o		
<hr/>			
13.	Percent of Class Represented by Amount in Row (11) 45.6%		
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14.	Type of Reporting Person (See Instructions) PN		
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# SCHEDULE 13D

CUSIP No. 893641 10 0

1.	Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only) Warburg Pincus LLC	I.R.S. #13- 3536050
<hr/>		
2.	Check the Appropriate Box if a Member of a Group (See Instructions)	
	(a)	o
	(b)	x
<hr/>		
3.	SEC Use Only	
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4.	Source of Funds (See Instructions) N/A	
<hr/>		
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)	o
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6.	Citizenship or Place of Organization New York	
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	7. Sole Voting Power -0-	
<hr/>		
Number of Shares Beneficially Owned by Each Reporting Person With	8. Shared Voting Power 21,351,492	
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	9. Sole Dispositive Power -0-	
<hr/>		
	10. Shared Dispositive Power 21,351,492	
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11.	Aggregate Amount Beneficially Owned by Each Reporting Person 21,351,492	
<hr/>		
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)	o
<hr/>		

13.	Percent of Class Represented by Amount in Row (11) 45.6%
<hr/>	
14.	Type of Reporting Person (See Instructions) OO
<hr/>	



SCHEDULE 13D

CUSIP No. 893641 10 0



1.

Names of Reporting Persons.

I.R.S. Identification Nos. of above persons (entities only)

Warburg Pincus Partners LLC

I.R.S.  
#13-  
4069737

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2.

Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

0

x

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3.

SEC Use Only

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4.

Source of Funds (See Instructions)

N/A

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5.

Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

o

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6.

Citizenship or Place of Organization

New York

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7.

Sole Voting Power

-0-

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Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting  
Person With

8.

Shared Voting Power

21,351,492

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9.

Sole Dispositive Power

-0-

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10.

Shared Dispositive Power

21,351,492

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11.

Aggregate Amount Beneficially Owned by Each Reporting Person

21,351,492

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12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) ☐

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13. Percent of Class Represented by Amount in Row (11)  
45.6%

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14. Type of Reporting Person (See Instructions)  
OO

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#### **Introduction.**

This Amendment No. 1 to Schedule 13D (this “Amendment”) amends the Schedule 13D filed with the Securities and Exchange Commission on March 30, 2006 (the “Original Schedule 13D”), on behalf of TD Group Holdings, LLC, a Delaware limited liability company (“TD LLC”), Warburg Pincus Private Equity VIII, L.P., a Delaware limited partnership (together with two affiliated entities, “WP VIII”), Warburg Pincus LLC, a New York limited liability company (“WP LLC”), Warburg Pincus & Co., a New York general partnership (“WP”), and Warburg Pincus Partners LLC, a New York limited liability company and a subsidiary of WP (“WP Partners LLC”, and together with WP VIII, WP LLC and WP, the “Warburg Pincus Reporting Persons”). Charles R. Kaye and Joseph P. Landy are each Managing General Partners of WP and Co-Presidents and Managing Members of WP LLC. This Amendment relates to the common stock, par value \$0.01 per share (the “Common Stock”), of TransDigm Group Incorporated, a Delaware corporation (the “Company”).

TD LLC and the Warburg Pincus Reporting Persons (together with TD LLC, the “Reporting Persons”) are making this single, joint filing because they may be deemed to constitute a “group” within the meaning of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”). Each Reporting Person disclaims beneficial ownership of all shares of Common Stock to which such Reporting Person does not have a pecuniary interest.

Unless otherwise indicated herein, each capitalized term used but not otherwise defined herein shall have the meaning ascribed to such term in the Original Schedule 13D.

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#### **Item 4. Purpose of Transaction.**

Item 4 of the Original Schedule 13D is hereby amended and restated in its entirety as set forth below.

On May 21, 2007, TD LLC agreed to sell 9,714,937 shares of Common Stock (the “Shares”), including 1,267,164 shares of Common Stock to cover over-allotments, pursuant to that certain underwriting agreement by and among the Company, TD LLC, Credit Suisse Securities (USA) LLC, Banc of America Securities LLC and Lehman Brothers Inc., as representatives for the several underwriters named on Schedule B thereto, and the other parties named therein (the “Underwriting Agreement”). On May 25, 2007, the transactions contemplated by the Underwriting Agreement were consummated and, in connection therewith, TD LLC received aggregate proceeds (after giving effect to the payment of the underwriters’ discount) of approximately \$327,040,725; promptly following the closing of such transactions, TD LLC distributed all such proceeds to its members in accordance with the terms of its operating agreement. A copy of the form of Underwriting Agreement is included as Exhibit F hereto.

In addition, prior to the closing of the transactions contemplated by the Underwriting Agreement, TD LLC distributed 26,628 shares of Common Stock to Michael Graff, a member of TD LLC (the “Distribution”). Mr. Graff did not sell any shares of Common Stock pursuant to the Underwriting Agreement.

Pursuant to the Underwriting Agreement and an agreement entered into by and among WP VIII, Credit Suisse (USA) LLC, Banc of America Securities, LLC, Lehman Brothers Inc. and UBS Securities LLC (the “Lock-Up Agreement”), TD LLC and WP VIII have agreed, subject to certain exceptions, that they will not, without the prior written consent of Credit Suisse Securities (USA) LLC, offer, sell, contract to sell,

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pledge or otherwise dispose of, directly or indirectly, any shares of Common Stock or securities convertible into or exchangeable or exercisable for any shares of Common Stock, or any membership interests in TD LLC or securities convertible into or exchangeable or exercisable for any such membership interests,

as applicable, or enter into any transaction which would have the same effect, or enter into any swap, hedge or other arrangement that transfers, in whole or in part, any of the economic consequences of ownership of the Common Stock or membership interests in TD LLC, as applicable, whether any such aforementioned transaction is to be settled by delivery of the Common Stock, membership interests in TD LLC or such other securities, in cash or otherwise, or publicly disclose the intention to make any such offer, sale, pledge or disposition, or to enter into any such transaction, swap, hedge or other arrangement. These “lock-up” agreements are effective for a period commencing on the date of execution of the Underwriting Agreement and continuing through the date 90 days after the date of the Prospectus (as defined in the Underwriting Agreement), which time period is subject to extension in the circumstances described in the Underwriting Agreement and the Lock-Up Agreement. The “lock-up” to which TD LLC is subject is set forth in Section 5(b)(ii) of the Underwriting Agreement, and the “lock-up” to which WP VIII is subject is set forth in the Lock-Up Agreement, a copy of which is attached hereto as Exhibit G.

The Reporting Persons may from time to time acquire additional shares of Common Stock or engage in discussions with the Company concerning further acquisitions of shares of Common Stock or further investments in the Company. Such further acquisitions or investments could be material. The Reporting Persons intend to

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review their investment in the Company on a continuing basis and, depending on the price and availability of shares of Common Stock, subsequent developments affecting the Company, the Company’s business and prospects, other investments and business opportunities available to the Reporting Persons, general stock market and economic conditions, tax considerations and other factors considered relevant, may decide at any time to increase, or to decrease, the size of their investment in the Company.

Except as set forth in this Schedule 13D, none of the Reporting Persons nor, to the best of their knowledge, any person listed on Schedule I of the Original Schedule 13D or in Item 1(a) or (d) of the Original Schedule 13D, has any plans or proposals that relate to or would result in: (a) the acquisition by any person of additional securities of the Company, or the disposition of securities of the Company; (b) an extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Company or any of its subsidiaries; (c) a sale or transfer of a material amount of assets of the Company or any of its subsidiaries; (d) any change in the present Board of Directors (the “Board”) or management of the Company, including any plans or proposals to change the number or term of directors or to fill any existing vacancies on the Board; (e) any material change in the present capitalization or dividend policy of the Company; (f) any other material change in the Company’s business or corporate structure; (g) changes in the Company’s charter, by-laws or instruments corresponding thereto or other actions which may impede the acquisition of control of the Company by any person; (h) causing a class of securities of the Company to be delisted from a national securities exchange or to cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association; (i) a class of equity securities of the Company becoming

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eligible for termination of registration pursuant to Section 12(g)(4) of the Exchange Act; or (j) any action similar to any of those enumerated above.

**Item 5. Interest in Securities of the Issuer.**

Item 5 of the Original Schedule 13D is hereby amended and restated in its entirety as set forth below.

(a) Immediately following the closing of the transactions contemplated by the Underwriting Agreement and after giving effect to the Distribution, each of the Reporting Persons may be deemed to beneficially own 21,351,492 shares of Common Stock, representing approximately 45.6% of the outstanding Common Stock, based on the 46,805,628 shares of Common Stock outstanding immediately following the closing of the transactions contemplated by the Underwriting Agreement.

(b) Each of the Reporting Persons share the power to vote or to direct the vote and to dispose or to direct the disposition of the 21,351,492 shares of Common Stock it may be deemed to beneficially own. The Reporting Persons are making this single, joint filing because they may be deemed to constitute a “person” or “group” within the meaning of Section 13(d)(3) of the Exchange Act. The filing of this Schedule 13D shall not be construed as an admission of such beneficial ownership or that the Reporting Persons constitute a person or group.

(c) Upon the closing of the transactions contemplated by the Underwriting Agreement, TD LLC sold 9,714,937 shares of Common Stock, including 1,267,164 shares of Common Stock sold to cover over-allotments, to the underwriters named therein at a per share price of \$33.6637. Other than the sale of 9,714,937 shares of Common Stock by TD LLC and the other transactions described in this Schedule 13D (including the Distribution),

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no transactions in the Common Stock were effected by any Reporting Person during the past sixty days.

(d) Not applicable.

(e) Not applicable.

**Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.**



Item 6 of the Original Schedule 13D is hereby amended to include the following sentence at the end thereof:

“The information set forth in Item 4 and Item 5 of Amendment No. 1 to the Original Schedule 13D is incorporated herein by reference.”

**Item 7. Material to Be Filed as Exhibits.**

Item 7 of the Original Schedule 13D is hereby amended to add the following exhibits:

- |            |   |
|------------|---|
| Exhibit F. | Form of Underwriting Agreement, by and among TransDigm Group Incorporated, TD Group Holdings, LLC, the Selling Stockholders named therein and Credit Suisse Securities (USA) LLC, Banc of America Securities LLC and Lehman Brothers Inc., as representatives for the several underwriters named therein, which is incorporated by reference from TransDigm Group Incorporated’s registration statement on Form S-3 filed with the Securities and Exchange Commission on April 20, 2007 (Commission File No. 333-142273). |
| Exhibit G. | Lock-Up Agreement, dated May 4, 2007, by and among Warburg Pincus Private Equity VIII, L.P., Credit Suisse Securities (USA) LLC, Banc of America Securities, LLC, Lehman Brothers Inc. and UBS Securities LLC.  |

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**SIGNATURES**

After reasonable inquiry and to the best of our knowledge and belief, the undersigned certify that the information set forth in this statement is true, complete and correct.

Dated: May 29, 2007

TD GROUP HOLDINGS, LLC

By: Warburg Pincus Private Equity VIII, L.P.,  
its Managing Member

By: Warburg Pincus Partners LLC,  
its General Partner

By: Warburg Pincus & Co.,  
its Managing Member

By: /s/ SCOTT A. ARENARE

Name: Scott A. Arenare

Title: Partner

Dated: May 29, 2007

WARBURG PINCUS PRIVATE EQUITY VIII, L.P.

By: Warburg Pincus Partners LLC,  
its General Partner

By: Warburg Pincus & Co., its Managing  
Member

By: /s/ SCOTT A. ARENARE

Name: Scott A. Arenare

Title: Partner

Dated: May 29, 2007

WARBURG PINCUS & CO.

By: /s/ SCOTT A. ARENARE

Name: Scott A. Arenare

Title: Partner

Dated: May 29, 2007

WARBURG PINCUS LLC

By: /s/ SCOTT A. ARENARE

Name: Scott A. Arenare

Title: Managing Director

Dated: May 29, 2007

WARBURG PINCUS PARTNERS LLC

By: Warburg Pincus & Co., its Managing  
Member

By /s/ SCOTT A. ARENARE

Name: Scott A. Arenare

Title: Partner

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May 4, 2007

TRANSDIGM GROUP INCORPORATED  
1301 East 9th Street, Suite 3710  
Cleveland, Ohio 44114

CREDIT SUISSE SECURITIES (USA) LLC  
11 Madison Avenue  
New York, NY 10010-3629

BANC OF AMERICA SECURITIES, LLC  
9 West 57th Street  
New York, NY 10019

LEHMAN BROTHERS INC.  
745 Seventh Avenue  
New York, NY 10019

UBS SECURITIES LLC  
299 Park Avenue  
New York, NY 10171

Dear Sirs:

As an inducement to the Underwriters to execute the Underwriting Agreement, pursuant to which an offering (the “**Offering**”) will be made that is intended to result in the establishment of an orderly market for the common stock of TransDigm Group Incorporated, and any successor (by merger or otherwise) thereto (the “**Company**”), the undersigned hereby agrees, subject to the terms of the fourth paragraph of this Lock-Up Agreement, that during the period specified in the following paragraph (the “**Lock-Up Period**”), the undersigned will not offer, sell, contract to sell, pledge or otherwise dispose of, directly or indirectly, any membership interests (the “**Membership Interests**”) in TD Group Holdings, LLC, a Delaware limited liability company (“**TD LLC**”), or securities convertible into or exchangeable or exercisable for any Membership Interests, enter into a transaction which would have the same effect, or enter into any swap, hedge or other arrangement that transfers, in whole or in part, any of the economic consequences of ownership of the Membership Interests, whether any such aforementioned transaction is to be settled by delivery of the Membership Interests or such other securities, in cash or otherwise, or publicly disclose the intention to make any such offer, sale, pledge or disposition, or to enter into any such transaction, swap, hedge or other arrangement, or authorize the transfer of Membership Interests by any other members of TD LLC pursuant to Section 7(b)(i) of the Limited Liability Company Agreement of TD LLC, dated March, 2, 2006, without, in each case, the prior written consent of Credit Suisse Securities (USA) LLC (“**Credit Suisse**”).

The initial Lock-Up Period will commence on the date that the Underwriting Agreement in respect of the Offering is executed and delivered by all of the parties thereto and shall continue and include the date 90 days after the date of the Prospectus (as defined in the Underwriting Agreement) or such earlier date that Credit Suisse consents in writing; provided, however, that if (1) during the last 17 days of the initial Lock-Up Period, the Company releases earnings results or material news or a material event relating to the Company occurs or (2) prior to the expiration of the initial Lock-Up Period, the Company announces that it will release earnings results during the 16-day period beginning on the last day of the initial Lock-Up Period, then in each case the Lock-Up Period will be extended until the expiration of the 18-day period beginning on the date of release of the earnings results or the occurrence of the material news or material event, as applicable, unless Credit Suisse waives, in writing, such extension.

The undersigned hereby acknowledges and agrees that written notice of any extension of the initial Lock-Up Period pursuant to the previous paragraph will be delivered by Credit Suisse to the Company (in accordance with Section 11 of the Underwriting Agreement) and that any such notice properly delivered will be deemed to have been given to, and received by, the undersigned. The undersigned further agrees that, prior to engaging in any transaction or taking any other action, in each case that is subject to the terms of this Lock-Up Agreement during the period from the date that this Lock-Up Agreement becomes effective to and including the 34th day following the expiration of the initial Lock-Up Period, it will give notice thereof to the Company and will not consummate such

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transaction or take any such action unless it has received written confirmation from the Company that the initial Lock-Up Period (as may have been extended pursuant to the previous paragraph) has expired.

Notwithstanding anything contained herein to the contrary, during the Lock-Up Period (including any extension thereof), the following transfers of Membership Interests may be made without the consent of Credit Suisse: (i) a transfer of Membership Interests to a controlled affiliate; (ii) a distribution of Membership Interests to your partners, provided, in the case of clauses (i) and (ii) above, the transferee agrees to be bound in writing by the terms of this Lock-Up Agreement prior to such transfer and such transfer shall not involve a disposition for value; or (iii) a disposition of Membership Interests by the undersigned or any other member of TD LLC in the form of a redemption of such Membership Interests by TD LLC, provided that this clause (iii) shall only apply to the extent such Membership Interests are redeemed in connection with a distribution by TD LLC to the undersigned or any other member of TD LLC of shares of common stock of the Company, which shares of common stock are sold by the undersigned or any other member of TD LLC to the Underwriters under the terms of the Underwriting Agreement.

In furtherance of the foregoing, TD LLC is hereby authorized to decline to make any transfer of Membership Interests if such transfer would constitute a violation or breach of this Lock-Up Agreement.

This Lock-Up Agreement shall be binding on the undersigned and the successors and assigns of the undersigned. This Lock-Up Agreement shall lapse and become null and void if the Offering shall not have occurred on or before June 30, 2007 or, if earlier, the date on which the Company notifies you in writing that it does not intend to proceed with the proposed Offering.

Nothing contained herein shall be deemed to alter or otherwise amend the terms and conditions set forth in the limited liability company agreement of TD LLC, and the restrictions set forth herein are in addition to (and not in limitation of) the restrictions on transfer of the Membership Interests that are set forth in such limited liability company agreement.

Very truly yours,

WARBURG PINCUS PRIVATE EQUITY VIII, L.P.

By: Warburg Pincus Partners LLC, its General Partner

By: Warburg Pincus & Co., Managing Member

By: /s/ Kevin Kruse

Name: Kevin Kruse

Title: Managing Director