
**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): January 11, 2011

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 registrants' 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

TransDigm Group Incorporated (the “Company”) has entered into amendments to the option agreements under the Company’s 2006 Stock Incentive Plan (the “Plan”) with each of the Company’s named executive officers, solely to modify the requirements to hold vested options or shares. The form of amendment to option agreement entered into between the Company and each of the named executive officers is filed with this report as Exhibit 10.1.

The new holding requirements, which are specific for each individual, require the Company’s Chief Executive Officer to retain shares or in-the-money vested options with a value of approximately 15 times his 2010 base salary, the Company’s Chief Operating Officer to retain shares or in-the-money vested options with a value of approximately 10 times his 2010 base salary, Executive Vice Presidents to retain shares or in-the-money vested options with a value of approximately seven times their respective 2010 base salaries, operating unit Presidents to retain shares or in-the-money vested options with a value of approximately three times their respective 2010 base salaries. Specifically, Mr. Howley, the Company’s Chief Executive Officer and Chairman of the Board, will be required to maintain shares or in-the-money vested options with a value of \$9,500,000; Mr. Rufus, the Company’s Executive Vice President and Chief Financial Officer, will be required to maintain shares or in-the-money vested options with a value of \$2,000,000; Mr. Laubenthal, the Company’s Chief Operating Officer and President, will be required to maintain shares or in-the-money vested options with a value of \$4,000,000; Mr. Riley, the Company’s Executive Vice President, will be required to maintain shares or in-the-money vested options with a value of \$1,500,000; and Mr. Rodriguez, the Company’s Executive Vice President—Mergers and Acquisitions, will be required to maintain shares or in-the-money vested options with a value of \$2,000,000.

If a holding requirement has been met but is no longer met by an optionholder because of a decline in value of the Company’s common stock, the optionholder will have three years to come back into compliance with the holding requirement.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

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

<u>Exhibit No.</u>	<u>Description</u>
10.1	Form of Amendment to Stock Option Notice and Stock Option Agreement

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, Chief
Financial Officer and Secretary

Date: January 18, 2011

Exhibit Index

<u>Exhibit No.</u>	<u>Description</u>
10.1	Form of Amendment to Stock Option Notice and Stock Option Agreement

AMENDMENT TO STOCK OPTION GRANT NOTICE AND STOCK OPTION AGREEMENT

TransDigm Group Incorporated, a Delaware corporation (the “**Company**”), pursuant to its 2006 Stock Incentive Plan (the “**Plan**”), granted to the holder listed below (“**Participant**”), an option to purchase the number of shares of the Company’s common stock, par value \$0.01 (“**Stock**”), on the date set forth below (the “**Option**”) pursuant to a Stock Option Grant Notice and Stock Option Agreement (the “**Stock Option Agreement**”). Capitalized terms used herein have the meanings ascribed to them in the Stock Option Agreement.

Participant: _____

Grant Date: _____

Total Number of Shares Subject to the Option: _____ shares

Participant and the Company hereby amend the Stock Option Agreement as follows:

Exhibit C of the Stock Option Agreement is deleted and replaced in its entirety as follows:

EXHIBIT C

STOCK RETENTION GUIDELINES

As a condition to receiving the Option grant, Participant acknowledges and agrees to hold a number of shares and/or options with such value and for such period of time as set forth below:

(a) At all times during Participant’s continued employment by the Company, Participant shall hold an aggregate amount of Company equity with a value equal to or greater than \$_____ (the “**Retention Limit**”). This Retention Limit will supersede any Retention Limit in any prior dated option agreement between the Company and Participant pursuant to the Plan.

For purposes of this Exhibit C, Company equity shall be equal to (i) the Fair Market Value of any Common Stock held by the Participant plus (ii) the value of vested options then held by Participant, whether granted pursuant to the Plan, the Company’s 2003 Stock Option Plan or otherwise, which will be equal to the Fair Market Value of the Common Stock underlying the options over the exercise price.

(b) If at any time after the date hereof the aggregate amount of Company equity held by Participant falls below the Retention Limit because of a decline in the Fair Market Value of the Common Stock, Participant will have three years to reach the Retention Limit before the Administrator may exercise any remedies under paragraph (c).

(c) Participant’s failure to hold that number of shares and/or vested options set forth in this Exhibit C shall result in Participant’s forfeiture of all unvested Options unless otherwise determined by the Administrator, in its sole discretion.

By his or her signature, Participant and the Company agree to be bound by the terms and conditions of the Stock Option Agreement, as amended hereby.

TRANSDIGM GROUP INCORPORATED

PARTICIPANT

By: _____
Print Name: _____
Title: _____
Address: _____

By: _____
Print Name: _____
Address: _____