
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 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): September 22, 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)**

41-210738
**(IRS Employer
Identification No.)**

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

44114
(Zip Code)

Registrant's telephone number, including area code: (216) 706-2960

Not Applicable

(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:

- 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 1.01. Entry into a Material Definitive Agreement.

As previously disclosed, on August 31, 2011, TransDigm Group Incorporated (“TD Group”) completed the acquisition (the “Acquisition”) of Schneller Holdings LLC, a Delaware limited liability company (“Schneller Holdings”).

Supplemental Indenture

In connection with the Acquisition and in accordance with the terms of that certain Indenture, dated as of December 14, 2010 (the “Indenture”), by and among TransDigm Inc. (“TransDigm”), TD Group, the subsidiary guarantors named therein and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”), TransDigm, TD Group, Schneller Holdings, Schneller LLC, a Delaware limited liability company (“Schneller”), Schneller International Sales Corp., an Ohio corporation (“Schneller International” and, collectively with Schneller Holdings and Schneller, the “Schneller Entities”), certain other direct and indirect subsidiaries of TransDigm named therein and the Trustee entered into a First Supplemental Indenture to the Indenture, dated as of September 22, 2011 (the “Supplemental Indenture”). Pursuant to the terms of the Supplemental Indenture, the Schneller Entities agreed to, among other things, guarantee all of the indebtedness of TransDigm outstanding under the Indenture.

Joinder Agreements

On September 22, 2011, in connection with the consummation of the Acquisition and in accordance with the terms of (i) the Credit Agreement, dated as of December 6, 2010 (as amended, the “2010 Senior Secured Credit Facility”), among TransDigm, TD Group, the subsidiaries of TransDigm named therein, Credit Suisse AG and the other agents and lenders named therein, and (ii) the Credit Agreement, dated as of February 14, 2011 (the “2011 Senior Secured Credit Facility”), among TransDigm, TD Group, the subsidiaries of TransDigm named therein, Credit Suisse AG and the other agents and lenders named therein, the Schneller Entities and Credit Suisse AG entered into Joinder Agreements to the 2010 Senior Secured Credit Facility and the 2011 Senior Secured Credit Facility and Supplement No. 1. to the Guarantee and Collateral Agreement (as defined below) (collectively, the “Joinder Agreements”). Pursuant to the terms of the Joinder Agreements, each Schneller Entity has agreed that it will be deemed to be a “Loan Party” and a “Loan Guarantor” for all purposes of the 2010 Senior Secured Credit Facility and the 2011 Senior Secured Credit Facility and a “Grantor” under the Guarantee and Collateral Agreement, dated as of June 23, 2006, as amended and restated as of December 6, 2010, as further amended and restated as of February 14, 2011 (the “Guarantee and Collateral Agreement”), among TransDigm, TD Group, the subsidiaries of TransDigm named therein and Credit Suisse AG, as administrative agent and collateral agent.

The lenders and the agents (and each of their respective subsidiaries or affiliates) of the 2010 Senior Secured Credit Facility and the 2011 Senior Secured Credit Facility have in the past provided, and may in the future provide, investment banking, cash management, underwriting, lending, commercial banking, trust, leasing services, foreign exchange and other advisory services to, or engage in transactions with, TransDigm and TD Group and their respective subsidiaries or affiliates. These parties have received, and may in the future receive, customary compensation from TransDigm and TD Group and their respective subsidiaries or affiliates, for such services.

The above summaries of the Supplemental Indenture and the Joinder Agreements are qualified in their entirety by reference to the Supplemental Indenture and the Joinder Agreements, which are attached hereto as Exhibits 4.1, 10.1, 10.2, 10.3, 10.4, 10.5, 10.6 and 10.7, respectively, and are incorporated herein by reference.

Item 2.03. Creation of a Direct Financial Obligation.

The information set forth in Item 1.01 is incorporated herein by reference into this Item 2.03.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

- 4.1 First Supplemental Indenture, dated as of September 22, 2011, among TransDigm Inc., TransDigm Group Incorporated, the guarantors listed on the signature pages thereto and The Bank of New York Mellon Trust Company, N.A., as trustee.
- 10.1 Joinder Agreement, dated as of September 22, 2011, between Schneller Holdings LLC and Credit Suisse AG, as agent, to the Credit Agreement, dated as of December 6, 2010, as amended.
- 10.2 Joinder Agreement, dated as of September 22, 2011, between Schneller LLC and Credit Suisse AG, as agent, to the Credit Agreement, dated as of December 6, 2010, as amended.
- 10.3 Joinder Agreement, dated as of September 22, 2011, between Schneller International Sales Corp. and Credit Suisse AG, as agent, to the Credit Agreement, dated as of December 6, 2010, as amended.
- 10.4 Joinder Agreement, dated as of September 22, 2011, between Schneller Holdings LLC and Credit Suisse AG, as agent, to the Credit Agreement, dated as of February 14, 2011.
- 10.5 Joinder Agreement, dated as of September 22, 2011, between Schneller LLC and Credit Suisse AG, as agent, to the Credit Agreement, dated as of February 14, 2011.
- 10.6 Joinder Agreement, dated as of September 22, 2011, between Schneller International Sales Corp. and Credit Suisse AG, as agent, to the Credit Agreement, dated as of February 14, 2011.
- 10.7 Supplement No. 1. dated as of September 22, 2011, among Schneller Holdings LLC, Schneller LLC, Schneller International Sales Corp. and Credit Suisse AG, as agent.

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.

Dated: September 23, 2011

TRANSDIGM GROUP INCORPORATED

By: /s/ Gregory Rufus

Name: Gregory Rufus

Title: Executive Vice President, Chief Financial Officer
and Secretary

EXHIBIT INDEX

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- 10.7 Supplement No. 1. dated as of September 22, 2011, among Schneller Holdings LLC, Schneller LLC, Schneller International Sales Corp. and Credit Suisse AG, as agent.

TRANSDIGM INC.,
TRANSDIGM GROUP INCORPORATED,
THE GUARANTORS NAMED HEREIN,
AND
THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Trustee

FIRST SUPPLEMENTAL INDENTURE

Dated as of September 22, 2011

to

Indenture

Dated as of December 14, 2010

by and among

TRANSDIGM INC.,
TRANSDIGM GROUP INCORPORATED,
THE GUARANTORS NAMED THEREIN,
AND
THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Trustee

7.75% Senior Subordinated Notes due 2018
of TransDigm Inc.

This **FIRST SUPPLEMENTAL INDENTURE** (this “*Supplemental Indenture*”), dated as of September 22, 2011, by and among Schneller Holdings LLC, a Delaware limited liability company (“*Schneller Holdings*”), Schneller LLC, a Delaware limited liability company (“*Schneller*”), and Schneller International Sales Corp., an Ohio corporation (“*Schneller International*” and, together with Schneller Holdings and Schneller, the “*Guaranteeing Subsidiaries*”), TransDigm Inc., a Delaware corporation (the “*Company*”), TransDigm Group Incorporated, a Delaware corporation (“*TD Group*”), Adams Rite Aerospace, Inc., a California corporation (“*Adams Rite*”), MarathonNorco Aerospace, Inc., a Delaware corporation (“*Marathon*”), Champion Aerospace LLC, a Delaware limited liability company (“*Champion*”), Avionic Instruments LLC, a Delaware limited liability company (“*Avionic*”), Skurka Aerospace Inc., a Delaware corporation (“*Skurka*”), CDA InterCorp LLC, a Florida limited liability company (“*CDA*”), Aviation Technologies, Inc., a Delaware corporation (“*ATI*”), Avtech Corporation, a Washington corporation (“*Avtech*”), Transicoil LLC, a Delaware limited liability company (“*Transicoil*”), AeroControlex Group, Inc., a Delaware corporation (“*Aerocontrolex*”), Malaysian Aerospace Services, Inc., a Delaware corporation (“*Malaysian*”), Bruce Aerospace Inc., a Delaware corporation (“*Bruce Aerospace*”), Bruce Industries, Inc., a Colorado corporation (“*Bruce Industries*”), CEF Industries, LLC, a Delaware limited liability company (“*CEF*”), Aircraft Parts Corporation, a New York corporation (“*APC*”), Acme Aerospace, Inc., a Delaware corporation (“*Acme*”), Dukes Aerospace, Inc., a Delaware corporation (“*Dukes*”), Semco Instruments, Inc., a Delaware corporation, (“*Semco*”), Hartwell Corporation, a California corporation (“*Hartwell*”), McKechnie Aerospace DE, Inc., a Delaware corporation (“*McKechnie Aerospace DE*”), McKechnie Aerospace Holdings, Inc., a Delaware corporation (“*McKechnie Aerospace Holdings*”), McKechnie Aerospace Investments, Inc., a Delaware corporation (“*McKechnie Aerospace Investments*”), McKechnie Aerospace US LLC, a Delaware limited liability company (“*McKechnie Aerospace US*”), Texas Rotronics, Inc., a Texas corporation (“*Rotronics*”), Western Sky Industries, LLC, a Delaware limited liability company, (“*Western*” and, together with TD Group, Adams Rite, Marathon, Champion, Avionic, Skurka, CDA, ATI, Avtech, Transicoil, AeroControlex, Malaysian, Bruce Aerospace, Bruce Industries, CEF, APC, Acme, Dukes, Semco, Hartwell, McKechnie Aerospace DE, McKechnie Aerospace Holdings, McKechnie Aerospace Investments, McKechnie Aerospace US and Rotronics, the “*Existing Guarantors*”), and The Bank of New York Mellon Trust Company, N.A., as trustee (the “*Trustee*”) under the Indenture referred to below. Capitalized terms used herein and not otherwise defined shall have the meaning assigned to them in the Indenture.

WITNESSETH:

WHEREAS, the Company and the Existing Guarantors have heretofore executed and delivered to the Trustee an indenture, dated as of December 14, 2010 (the “*Indenture*”), providing for the issuance by the Company of 7.75% Senior Subordinated Notes due 2018 (the “*Notes*”) and the guarantees thereof by each of the Existing Guarantors;

WHEREAS, the Indenture provides that under certain circumstances described therein, newly created or acquired Domestic Restricted Subsidiaries shall execute and deliver to the Trustee a supplemental indenture to the Indenture providing for a senior subordinated guarantee of payment of the Notes by such Domestic Restricted Subsidiary (the “*Guarantee*”);

WHEREAS, all things necessary to make this Supplemental Indenture the legal, valid and binding obligation of the Company, the Existing Guarantors and the Guaranteeing Subsidiaries have been done; and

WHEREAS, pursuant to Section 9.01(g) of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture without the consent of the Holders of the Notes.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Guaranteeing Subsidiaries covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

1. **CAPITALIZED TERMS.** Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

2. **GUARANTEE, ETC.** The Guaranteeing Subsidiaries hereby agree that from and after the date hereof each shall be a Guarantor under the Indenture and be bound by the terms thereof applicable to Guarantors and shall be entitled to all of the rights and subject to all the obligations of a Guarantor thereunder.
3. **RATIFICATION OF INDENTURE; SUPPLEMENTAL INDENTURE PART OF INDENTURE.** The Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.
4. **EXECUTION AND DELIVERY.** The Guaranteeing Subsidiaries agree that the Guarantee granted by each of them pursuant to the terms hereof shall remain in full force and effect notwithstanding any failure to endorse on each Note a notation of such Guarantee.
5. **NO RECOURSE AGAINST OTHERS.** No past, present or future director, officer, employee, incorporator, stockholder or agent of any of the Guaranteeing Subsidiaries (or any successor entity) (other than the Company or the Existing Guarantors), as such, shall have any liability for any obligations of the Company, TD Group, the Guaranteeing Subsidiaries or any other Guarantor under the Notes, any Guarantee, the Indenture or this Supplemental Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of the Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes.
6. **NEW YORK LAW TO GOVERN. THE INTERNAL LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS SUPPLEMENTAL INDENTURE AND THE GUARANTEE GRANTED HEREUNDER WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.**
7. **COUNTERPART ORIGINALS.** The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.
8. **EFFECT OF HEADINGS.** The Section headings have been inserted for convenience of reference only, are not to be considered part of this First Supplemental Indenture and shall in no way modify or restrict any of the terms or provisions hereof.
9. **THE TRUSTEE.** The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiaries, the Existing Guarantors and the Company.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the date hereof.

TRANSDIGM INC.

By: /s/ Gregory Rufus

Name: Gregory Rufus

Title: Executive Vice President and Chief Financial Officer

TRANSDIGM GROUP INCORPORATED

By: /s/ Gregory Rufus

Name: Gregory Rufus

Title: Executive Vice President and Chief Financial Officer

ACME AEROSPACE, INC.

ADAMS RITE AEROSPACE, INC.

AEROCONTROLEX GROUP, INC.

AIRCRAFT PARTS CORPORATION

AVIATION TECHNOLOGIES, INC.

AVTECH CORPORATION

BRUCE AEROSPACE INC.

BRUCE INDUSTRIES, INC.

DUKES AEROSPACE, INC.

HARTWELL CORPORATION

MALAYSIAN AEROSPACE SERVICES, INC.

MARATHONNORCO AEROSPACE, INC.

MCKECHNIE AEROSPACE DE, INC.

MCKECHNIE AEROSPACE HOLDINGS, INC.

MCKECHNIE AEROSPACE INVESTMENTS, INC.

MCKECHNIE AEROSPACE US LLC

By: McKechnie Aerospace DE, Inc., its sole member

SCHNELLER INTERNATIONAL SALES CORP.

SEMCO INSTRUMENTS, INC.

SKURKA AEROSPACE INC.

TEXAS ROTRONICS, INC.

TRANSICOIL LLC

By: Aviation Technologies, Inc., its sole member

WESTERN SKY INDUSTRIES, LLC

By: McKechnie Aerospace Investments, Inc.,
its sole member

By: /s/ Gregory Rufus

Name: Gregory Rufus

Title: Treasurer and Secretary

AVIONIC INSTRUMENTS LLC
CDA INTERCORP LLC
CEF INDUSTRIES, LLC
CHAMPION AEROSPACE LLC
SCHNELLER HOLDINGS LLC
SCHNELLER LLC

By: Schneller Holdings LLC, its sole member

By: TransDigm Inc., its sole member

By: /s/ Gregory Rufus

Name: Gregory Rufus

Title: Executive Vice President and Chief Financial
Officer

THE BANK OF NEW YORK MELLON TRUST COMPANY,
N.A., AS TRUSTEE

By: /s/ Ted Mosterd

Name: Ted Mosterd

Title: Associate

JOINDER AGREEMENT

THIS JOINDER AGREEMENT (this "Agreement"), dated as of September 22, 2011, is entered into between Schneller Holdings LLC, a Delaware limited liability company (the "New Subsidiary") and CREDIT SUISSE AG, as administrative agent and collateral agent (in such capacities, the "Agent"), under that certain Credit Agreement, dated as of December 6, 2010, as amended by Amendment No. 1 as of March 25, 2011 (as the same may be further amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among TransDigm Inc., a Delaware corporation (the "Borrower"), TransDigm Group Incorporated, a Delaware corporation, the Subsidiaries of the Borrower from time to time party thereto, the Lenders from time to time party thereto and the Agent. All capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Credit Agreement.

The New Subsidiary and the Agent, for the benefit of the Lenders, hereby agree as follows:

1. The New Subsidiary hereby acknowledges, agrees and confirms that, by its execution of this Agreement, the New Subsidiary will be deemed to be a Loan Party under the Credit Agreement and a Loan Guarantor for all purposes of the Credit Agreement and shall have all of the obligations of a Loan Party and a Subsidiary Guarantor thereunder as if it had executed the Credit Agreement. The New Subsidiary hereby ratifies, as of the date hereof, and agrees to be bound by, all of the terms, provisions and conditions contained in the Credit Agreement, including without limitation (a) all of the representations and warranties of the Loan Parties set forth in Article III of the Credit Agreement (to the extent made or deemed made on or after the effective date hereof), (b) all of the covenants set forth in Articles V and VI of the Credit Agreement and (c) all of the guaranty obligations set forth in the Guarantee and Collateral Agreement. Without limiting the generality of the foregoing terms of this paragraph 1, the New Subsidiary, subject to the limitations set forth in the Guarantee and Collateral Agreement, hereby absolutely and unconditionally guarantees, jointly and severally with the other Guarantors, to the Agent and the Lenders, the prompt payment of the Additional Obligations in full when due (whether at stated maturity, upon acceleration or otherwise) to the extent of and in accordance with Guarantee and Collateral Agreement.

2. If required, the New Subsidiary is, simultaneously with the execution of this Agreement, executing and delivering such Collateral Documents (and such other documents and instruments) as reasonably requested by the Agent in accordance with the Credit Agreement.

3. The New Subsidiary hereby waives acceptance by the Agent and the Lenders of the guaranty by the New Subsidiary upon the execution of this Agreement by the New Subsidiary.

4. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument.

5. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the New Subsidiary has caused this Agreement to be duly executed by its authorized officer, and the Agent, for the benefit of the Lenders, has caused the same to be accepted by its authorized officer, as of the day and year first above written.

SCHNELLER HOLDINGS LLC

by /s/ Gregory Rufus

Name: Gregory Rufus

Title: Treasurer and Secretary

Acknowledged and accepted:

CREDIT SUISSE AG, as Agent

by /s/ Robert Hetu

Name: Robert Hetu

Title: Managing Director

by /s/ Kevin Buddhew

Name: Kevin Buddhew

Title: Associate

JOINDER AGREEMENT

THIS JOINDER AGREEMENT (this "Agreement"), dated as of September 22, 2011, is entered into between Schneller LLC, a Delaware limited liability company (the "New Subsidiary") and CREDIT SUISSE AG, as administrative agent and collateral agent (in such capacities, the "Agent"), under that certain Credit Agreement, dated as of December 6, 2010, as amended by Amendment No. 1 as of March 25, 2011 (as the same may be further amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among TransDigm Inc., a Delaware corporation (the "Borrower"), TransDigm Group Incorporated, a Delaware corporation, the Subsidiaries of the Borrower from time to time party thereto, the Lenders from time to time party thereto and the Agent. All capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Credit Agreement.

The New Subsidiary and the Agent, for the benefit of the Lenders, hereby agree as follows:

1. The New Subsidiary hereby acknowledges, agrees and confirms that, by its execution of this Agreement, the New Subsidiary will be deemed to be a Loan Party under the Credit Agreement and a Loan Guarantor for all purposes of the Credit Agreement and shall have all of the obligations of a Loan Party and a Subsidiary Guarantor thereunder as if it had executed the Credit Agreement. The New Subsidiary hereby ratifies, as of the date hereof, and agrees to be bound by, all of the terms, provisions and conditions contained in the Credit Agreement, including without limitation (a) all of the representations and warranties of the Loan Parties set forth in Article III of the Credit Agreement (to the extent made or deemed made on or after the effective date hereof), (b) all of the covenants set forth in Articles V and VI of the Credit Agreement and (c) all of the guaranty obligations set forth in the Guarantee and Collateral Agreement. Without limiting the generality of the foregoing terms of this paragraph 1, the New Subsidiary, subject to the limitations set forth in the Guarantee and Collateral Agreement, hereby absolutely and unconditionally guarantees, jointly and severally with the other Guarantors, to the Agent and the Lenders, the prompt payment of the Additional Obligations in full when due (whether at stated maturity, upon acceleration or otherwise) to the extent of and in accordance with Guarantee and Collateral Agreement.

2. If required, the New Subsidiary is, simultaneously with the execution of this Agreement, executing and delivering such Collateral Documents (and such other documents and instruments) as reasonably requested by the Agent in accordance with the Credit Agreement.

3. The New Subsidiary hereby waives acceptance by the Agent and the Lenders of the guaranty by the New Subsidiary upon the execution of this Agreement by the New Subsidiary.

4. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument.

5. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the New Subsidiary has caused this Agreement to be duly executed by its authorized officer, and the Agent, for the benefit of the Lenders, has caused the same to be accepted by its authorized officer, as of the day and year first above written.

SCHNELLER LLC

by /s/ Gregory Rufus

Name: Gregory Rufus

Title: Treasurer and Secretary

Acknowledged and accepted:

CREDIT SUISSE AG, as Agent

by /s/ Robert Hetu

Name: Robert Hetu

Title: Managing Director

by /s/ Kevin Buddhew

Name: Kevin Buddhew

Title: Associate

JOINDER AGREEMENT

THIS JOINDER AGREEMENT (this "Agreement"), dated as of September 22, 2011, is entered into between Schneller International Sales Corp., an Ohio corporation (the "New Subsidiary") and CREDIT SUISSE AG, as administrative agent and collateral agent (in such capacities, the "Agent"), under that certain Credit Agreement, dated as of December 6, 2010, as amended by Amendment No. 1 as of March 25, 2011 (as the same may be further amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among TransDigm Inc., a Delaware corporation (the "Borrower"), TransDigm Group Incorporated, a Delaware corporation, the Subsidiaries of the Borrower from time to time party thereto, the Lenders from time to time party thereto and the Agent. All capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Credit Agreement.

The New Subsidiary and the Agent, for the benefit of the Lenders, hereby agree as follows:

1. The New Subsidiary hereby acknowledges, agrees and confirms that, by its execution of this Agreement, the New Subsidiary will be deemed to be a Loan Party under the Credit Agreement and a Loan Guarantor for all purposes of the Credit Agreement and shall have all of the obligations of a Loan Party and a Subsidiary Guarantor thereunder as if it had executed the Credit Agreement. The New Subsidiary hereby ratifies, as of the date hereof, and agrees to be bound by, all of the terms, provisions and conditions contained in the Credit Agreement, including without limitation (a) all of the representations and warranties of the Loan Parties set forth in Article III of the Credit Agreement (to the extent made or deemed made on or after the effective date hereof), (b) all of the covenants set forth in Articles V and VI of the Credit Agreement and (c) all of the guaranty obligations set forth in the Guarantee and Collateral Agreement. Without limiting the generality of the foregoing terms of this paragraph 1, the New Subsidiary, subject to the limitations set forth in the Guarantee and Collateral Agreement, hereby absolutely and unconditionally guarantees, jointly and severally with the other Guarantors, to the Agent and the Lenders, the prompt payment of the Additional Obligations in full when due (whether at stated maturity, upon acceleration or otherwise) to the extent of and in accordance with Guarantee and Collateral Agreement.

2. If required, the New Subsidiary is, simultaneously with the execution of this Agreement, executing and delivering such Collateral Documents (and such other documents and instruments) as reasonably requested by the Agent in accordance with the Credit Agreement.

3. The New Subsidiary hereby waives acceptance by the Agent and the Lenders of the guaranty by the New Subsidiary upon the execution of this Agreement by the New Subsidiary.

4. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument.

5. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the New Subsidiary has caused this Agreement to be duly executed by its authorized officer, and the Agent, for the benefit of the Lenders, has caused the same to be accepted by its authorized officer, as of the day and year first above written.

SCHNELLER INTERNATIONAL SALES CORP.

by /s/ Gregory Rufus

Name: Gregory Rufus

Title: Treasurer and Secretary

Acknowledged and accepted:

CREDIT SUISSE AG, as Agent

by /s/ Robert Hetu

Name: Robert Hetu

Title: Managing Director

by /s/ Kevin Buddhew

Name: Kevin Buddhew

Title: Associate

JOINDER AGREEMENT

THIS JOINDER AGREEMENT (this "Agreement"), dated as of September 22, 2011, is entered into between Schneller Holdings LLC, a Delaware limited liability company (the "New Subsidiary"), and CREDIT SUISSE AG, as administrative agent and collateral agent (in such capacities, the "Agent"), under that certain Credit Agreement, dated as of February 14, 2011 (as the same may be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among TransDigm Inc., a Delaware corporation (the "Borrower"), TransDigm Group Incorporated, a Delaware corporation, the Subsidiaries of the Borrower from time to time party thereto, the Lenders from time to time party thereto and the Agent. All capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Credit Agreement.

The New Subsidiary and the Agent, for the benefit of the Lenders, hereby agree as follows:

1. The New Subsidiary hereby acknowledges, agrees and confirms that, by its execution of this Agreement, the New Subsidiary will be deemed to be a Loan Party under the Credit Agreement and a Loan Guarantor for all purposes of the Credit Agreement and shall have all of the obligations of a Loan Party and a Subsidiary Guarantor thereunder as if it had executed the Credit Agreement. The New Subsidiary hereby ratifies, as of the date hereof, and agrees to be bound by, all of the terms, provisions and conditions contained in the Credit Agreement, including without limitation (a) all of the representations and warranties of the Loan Parties set forth in Article III of the Credit Agreement (to the extent made or deemed made on or after the effective date hereof), (b) all of the covenants set forth in Articles V and VI of the Credit Agreement and (c) all of the guaranty obligations set forth in the Guarantee and Collateral Agreement. Without limiting the generality of the foregoing terms of this paragraph 1, the New Subsidiary, subject to the limitations set forth in the Guarantee and Collateral Agreement, hereby absolutely and unconditionally guarantees, jointly and severally with the other Guarantors, to the Agent and the Lenders, the prompt payment of the Additional Obligations in full when due (whether at stated maturity, upon acceleration or otherwise) to the extent of and in accordance with Guarantee and Collateral Agreement.

2. If required, the New Subsidiary is, simultaneously with the execution of this Agreement, executing and delivering such Collateral Documents (and such other documents and instruments) as reasonably requested by the Agent in accordance with the Credit Agreement.

3. The New Subsidiary hereby waives acceptance by the Agent and the Lenders of the guaranty by the New Subsidiary upon the execution of this Agreement by the New Subsidiary.

4. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument.

5. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the New Subsidiary has caused this Agreement to be duly executed by its authorized officer, and the Agent, for the benefit of the Lenders, has caused the same to be accepted by its authorized officer, as of the day and year first above written.

SCHNELLER HOLDINGS LLC

by /s/ Gregory Rufus

Name: Gregory Rufus

Title: Treasurer and Secretary

Acknowledged and accepted:

CREDIT SUISSE AG, as Agent

by /s/ Robert Hetu

Name: Robert Hetu

Title: Managing Director

by /s/ Kevin Buddhew

Name: Kevin Buddhew

Title: Associate

JOINDER AGREEMENT

THIS JOINDER AGREEMENT (this "Agreement"), dated as of September 22, 2011, is entered into between Schneller LLC, a Delaware limited liability company (the "New Subsidiary"), and CREDIT SUISSE AG, as administrative agent and collateral agent (in such capacities, the "Agent"), under that certain Credit Agreement, dated as of February 14, 2011 (as the same may be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among TransDigm Inc., a Delaware corporation (the "Borrower"), TransDigm Group Incorporated, a Delaware corporation, the Subsidiaries of the Borrower from time to time party thereto, the Lenders from time to time party thereto and the Agent. All capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Credit Agreement.

The New Subsidiary and the Agent, for the benefit of the Lenders, hereby agree as follows:

1. The New Subsidiary hereby acknowledges, agrees and confirms that, by its execution of this Agreement, the New Subsidiary will be deemed to be a Loan Party under the Credit Agreement and a Loan Guarantor for all purposes of the Credit Agreement and shall have all of the obligations of a Loan Party and a Subsidiary Guarantor thereunder as if it had executed the Credit Agreement. The New Subsidiary hereby ratifies, as of the date hereof, and agrees to be bound by, all of the terms, provisions and conditions contained in the Credit Agreement, including without limitation (a) all of the representations and warranties of the Loan Parties set forth in Article III of the Credit Agreement (to the extent made or deemed made on or after the effective date hereof), (b) all of the covenants set forth in Articles V and VI of the Credit Agreement and (c) all of the guaranty obligations set forth in the Guarantee and Collateral Agreement. Without limiting the generality of the foregoing terms of this paragraph 1, the New Subsidiary, subject to the limitations set forth in the Guarantee and Collateral Agreement, hereby absolutely and unconditionally guarantees, jointly and severally with the other Guarantors, to the Agent and the Lenders, the prompt payment of the Additional Obligations in full when due (whether at stated maturity, upon acceleration or otherwise) to the extent of and in accordance with Guarantee and Collateral Agreement.

2. If required, the New Subsidiary is, simultaneously with the execution of this Agreement, executing and delivering such Collateral Documents (and such other documents and instruments) as reasonably requested by the Agent in accordance with the Credit Agreement.

3. The New Subsidiary hereby waives acceptance by the Agent and the Lenders of the guaranty by the New Subsidiary upon the execution of this Agreement by the New Subsidiary.

4. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument.

5. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the New Subsidiary has caused this Agreement to be duly executed by its authorized officer, and the Agent, for the benefit of the Lenders, has caused the same to be accepted by its authorized officer, as of the day and year first above written.

SCHNELLER LLC

by /s/ Gregory Rufus

Name: Gregory Rufus

Title: Treasurer and Secretary

Acknowledged and accepted:

CREDIT SUISSE AG, as Agent

by /s/ Robert Hetu

Name: Robert Hetu

Title: Managing Director

by /s/ Kevin Buddhew

Name: Kevin Buddhew

Title: Associate

JOINDER AGREEMENT

THIS JOINDER AGREEMENT (this "Agreement"), dated as of September 22, 2011, is entered into between Schneller International Sales Corp., an Ohio corporation (the "New Subsidiary"), and CREDIT SUISSE AG, as administrative agent and collateral agent (in such capacities, the "Agent"), under that certain Credit Agreement, dated as of February 14, 2011 (as the same may be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among TransDigm Inc., a Delaware corporation (the "Borrower"), TransDigm Group Incorporated, a Delaware corporation, the Subsidiaries of the Borrower from time to time party thereto, the Lenders from time to time party thereto and the Agent. All capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Credit Agreement.

The New Subsidiary and the Agent, for the benefit of the Lenders, hereby agree as follows:

1. The New Subsidiary hereby acknowledges, agrees and confirms that, by its execution of this Agreement, the New Subsidiary will be deemed to be a Loan Party under the Credit Agreement and a Loan Guarantor for all purposes of the Credit Agreement and shall have all of the obligations of a Loan Party and a Subsidiary Guarantor thereunder as if it had executed the Credit Agreement. The New Subsidiary hereby ratifies, as of the date hereof, and agrees to be bound by, all of the terms, provisions and conditions contained in the Credit Agreement, including without limitation (a) all of the representations and warranties of the Loan Parties set forth in Article III of the Credit Agreement (to the extent made or deemed made on or after the effective date hereof), (b) all of the covenants set forth in Articles V and VI of the Credit Agreement and (c) all of the guaranty obligations set forth in the Guarantee and Collateral Agreement. Without limiting the generality of the foregoing terms of this paragraph 1, the New Subsidiary, subject to the limitations set forth in the Guarantee and Collateral Agreement, hereby absolutely and unconditionally guarantees, jointly and severally with the other Guarantors, to the Agent and the Lenders, the prompt payment of the Additional Obligations in full when due (whether at stated maturity, upon acceleration or otherwise) to the extent of and in accordance with Guarantee and Collateral Agreement.

2. If required, the New Subsidiary is, simultaneously with the execution of this Agreement, executing and delivering such Collateral Documents (and such other documents and instruments) as reasonably requested by the Agent in accordance with the Credit Agreement.

3. The New Subsidiary hereby waives acceptance by the Agent and the Lenders of the guaranty by the New Subsidiary upon the execution of this Agreement by the New Subsidiary.

4. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument.

5. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the New Subsidiary has caused this Agreement to be duly executed by its authorized officer, and the Agent, for the benefit of the Lenders, has caused the same to be accepted by its authorized officer, as of the day and year first above written.

SCHNELLER INTERNATIONAL SALES CORP.

by /s/ Gregory Rufus

Name: Gregory Rufus

Title: Treasurer and Secretary

Acknowledged and accepted:

CREDIT SUISSE AG, as Agent

by /s/ Robert Hetu

Name: Robert Hetu

Title: Managing Director

by /s/ Kevin Buddhew

Name: Kevin Buddhew

Title: Associate

SUPPLEMENT NO. 1 dated as of September 22, 2011 (this "Supplement") to the Guarantee and Collateral Agreement dated as of June 23, 2006, as amended and restated as of December 6, 2010, and as further amended and restated as of February 14, 2011 (as amended and supplemented from time to time, the "Guarantee and Collateral Agreement"), among TRANSDIGM INC., a Delaware corporation (the "Borrower"), TRANSDIGM GROUP INCORPORATED, a Delaware corporation ("Holdings"), each subsidiary of the Borrower listed on Schedule I thereto (each such subsidiary individually a "Subsidiary Guarantor" and collectively, the "Subsidiary Guarantors"; the Subsidiary Guarantors, Holdings and the Borrower are referred to collectively herein as the "Grantors") and CREDIT SUISSE AG, as collateral agent for the Secured Parties and as administrative agent under each of the 2010 Credit Agreement and the 2011 Credit Agreement (each as defined below) (in such capacities, the "Agent").

A. Reference is made to (a) the Credit Agreement dated as of December 6, 2010, as amended by Amendment No. 1 dated as of March 25, 2011 (as amended, supplemented or otherwise modified from time to time, the "2010 Credit Agreement"), among the Borrower, Holdings, each subsidiary of the Borrower from time to time party thereto, the lenders from time to time party thereto (the "2010 Lenders") and the Agent and (b) the Credit Agreement dated as of February 14, 2011 (as amended, supplemented or otherwise modified from time to time, the "2011 Credit Agreement") and, together with the 2010 Credit Agreement, the "Credit Agreements"), among the Borrower, Holdings, each subsidiary of the Borrower from time to time party thereto, the lenders from time to time party thereto (the "2011 Lenders") and, together with the 2010 Lenders, the "Lenders") and the Agent.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the 2010 Credit Agreement, the 2011 Credit Agreement or the Guarantee and Collateral Agreement, as the context may require.

C. The Grantors have entered into the Guarantee and Collateral Agreement in order to induce the Lenders to make Loans and the 2010 Issuing Banks to issue Letters of Credit. Section 7.16 of the Guarantee and Collateral Agreement provides that additional Domestic Subsidiaries of the Loan Parties may become Subsidiary Guarantors and Grantors under the Guarantee and Collateral Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Subsidiaries (collectively, the "New Subsidiaries" and each, a "New Subsidiary") are executing this Supplement in accordance with the requirements of the applicable Credit Agreement to become Subsidiary Guarantors and Grantors under the Guarantee and Collateral Agreement in order to induce the Lenders to make additional Loans and the 2010 Issuing Banks to issue additional Letters of Credit, and as consideration for Loans previously made and Letters of Credit previously issued.

Accordingly, the Agent and each New Subsidiary agree as follows:

SECTION 1. In accordance with Section 7.16 of the Guarantee and Collateral Agreement, each New Subsidiary by its signature below becomes a Grantor and Subsidiary Guarantor under the Guarantee and Collateral Agreement with the same force and effect as if originally named therein as a Grantor and Subsidiary Guarantor, and each New Subsidiary hereby (a) agrees to all the terms and provisions of the Guarantee and Collateral Agreement

applicable to it as a Grantor and Subsidiary Guarantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor and Subsidiary Guarantor thereunder are true and correct in all material respects on and as of the date hereof (except for any representation or warranty that is limited by its terms to an earlier specified date). In furtherance of the foregoing, each New Subsidiary, as security for the payment and performance in full of the Secured Obligations (as defined in the Guarantee and Collateral Agreement), does hereby create and grant to the Agent, its successors and assigns, for the ratable benefit of the Secured Parties, their successors and assigns, a security interest in and lien on all of such New Subsidiary's right, title and interest in and to the Collateral (as defined in the Guarantee and Collateral Agreement) of such New Subsidiary. Each reference to a "Grantor" or a "Subsidiary Guarantor" in the Guarantee and Collateral Agreement shall be deemed to include such New Subsidiary. The Guarantee and Collateral Agreement is hereby incorporated herein by reference.

SECTION 2. Each New Subsidiary represents and warrants to the Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms subject to applicable bankruptcy, insolvency or similar laws affecting creditors' rights generally and to general principles of equity.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of the New Subsidiaries and the Agent. Delivery of an executed signature page to this Supplement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. Each New Subsidiary hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of each location where any Collateral of such New Subsidiary is stored or otherwise located, set forth on Schedule II is a true and correct schedule of the Pledged Collateral of such New Subsidiary and set forth on Schedule III is a true and correct schedule of the Intellectual Property of such New Subsidiary, and (b) set forth under its signature hereto, is the true and correct legal name of such New Subsidiary, its jurisdiction of formation and the location of its chief executive office.

SECTION 5. Except as expressly supplemented hereby, the Guarantee and Collateral Agreement shall remain in full force and effect.

SECTION 6. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Guarantee and Collateral Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself

affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. All communications and notices hereunder shall be in writing and given as provided in Section 7.01 of the Guarantee and Collateral Agreement. All communications and notices hereunder to the New Subsidiaries shall be given to it at the address set forth under its signature below.

SECTION 9. Each New Subsidiary agrees to reimburse the Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Agent.

IN WITNESS WHEREOF, the New Subsidiaries and the Agent have duly executed this Supplement to the Guarantee and Collateral Agreement as of the day and year first above written.

SCHNELLER HOLDINGS LLC

by /s/ Gregory Rufus

Name: Gregory Rufus
Title: Treasurer and Secretary
Address: 6019 Powdermill Road,
Franklin Twp., Kent, OH 44240
Legal Name: Schneller Holdings LLC
Jurisdiction of Formation: Delaware
Location of Chief Executive Office:
6019 Powdermill Road,
Franklin Twp., Kent, OH 44240

SCHNELLER LLC

by /s/ Gregory Rufus

Name: Gregory Rufus
Title: Treasurer and Secretary
Address: 6019 Powdermill Road,
Franklin Twp., Kent, OH 44240
Legal Name: Schneller LLC
Jurisdiction of Formation: Delaware
Location of Chief Executive Office:
6019 Powdermill Road,
Franklin Twp., Kent, OH 44240

SCHNELLER INTERNATIONAL SALES CORP.

by /s/ Gregory Rufus

Name: Gregory Rufus
Title: Treasurer and Secretary
Address: 6019 Powdermill Road,
Franklin Twp., Kent, OH 44240
Legal Name: Schneller International
Sales Corp.
Jurisdiction of Formation: Ohio
Location of Chief Executive Office:
6019 Powdermill Road,
Franklin Twp., Kent, OH 44240

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as
Agent

by /s/ Robert Hetu
Name: Robert Hetu
Title: Managing Director

by /s/ Kevin Buddhew
Name: Kevin Buddhew
Title: Associate

SIGNATURE PAGE TO SUPPLEMENT NO. 1 TO THE GUARANTEE AND COLLATERAL AGREEMENT

Schedule I
Subsidiary Guarantors

<u>Exact Legal Name</u>	<u>Jurisdiction</u>	<u>Organizational Identification Number</u>	<u>Federal Taxpayer Identification Number</u>
Schneller Holdings LLC	Delaware	4361019	87-0802607
Schneller LLC	Delaware	4357552	87-0802616
Schneller International Sales Corp.	Ohio	200500500798	34-2041979

Locations of Collateral

1. 6019 Powdermill Road, Franklin Twp., Kent, OH 44240
2. 6200 49th Street North, Pinellas Park, FL 33781

Schedule II
Capital Stock

<u>Issuer</u>	<u>Holder</u>	<u>Number and Class of Shares Issued and Outstanding</u>	<u>Number and Class of Shares Pledged</u>	<u>% of Equity Interest Pledged</u>
1. Schneller LLC	Schneller Holdings LLC	N/A	100% of membership interests	100%
2. Schneller International Sales Corp.	Schneller LLC	100 shares	100 shares	100%
3. Schneller Asia Pte. Ltd.	Schneller LLC	100,000 ordinary shares	65,000 ordinary shares	65%
4. Schneller S.A.R.L.	Schneller LLC	4,998 fully issued ordinary shares with a face value of EUR 20	3,248.70 fully issued ordinary shares with a face value of EUR 20	65%

Schneller LLC owns 52 shares of United Continental Holdings Inc.

Pledged Debt Securities

1. Amended and Restated Intercompany Note, dated as of the February 9, 2011, made by each of the payors listed on the signature pages thereto, in favor of the Payees (as defined therein)

Schedule III
Intellectual Property

Patents

<u>Title</u>	<u>Application/ Publication/ Issuance No.</u>	<u>Date of Application, Publication, Issuance</u>	<u>Jurisdiction</u>
Dimensionally stable laminate with removable web carrier and method of manufacture	7052761	May 30, 2006	US
Dimensionally stable laminate and method	20080233364	September 25, 2008	US
Polyurethane-based rigid flooring laminate	20100227132	September 9, 2010	US
Decorative laminates incorporating flame retardant engineering thermoplastic films	20100272976	October 28, 2010	US
Decorative laminate with graffiti resistance and improved combustion reaction properties	7939163	May 10, 2011	US
Dimensionally stable laminate with removable web carrier and method of manufacture	03825017	September 24, 2003	CN
Decorative laminate with graffiti resistance and improved combustion reaction properties	200580021004.7	May 3, 2005	CN
Dimensionally stable laminate with removable web carrier and method of manufacture	9244	September 24, 2003	AT
Decorative laminate with graffiti resistance and improved combustion reaction properties	9153	November 3, 2006	AT

Trademarks

<u>Mark</u>	<u>Application/Registration No.</u>	<u>Application/ Registration Date</u>	<u>Jurisdiction</u>
PANFLOR	3483585	August 12, 2008	US
SURROUNDING YOU WITH SOLUTIONS	3375076	January 29, 2008	US
AERFUSION	3326159	October 30, 2007	US
INDURA GTFILM	3217474	March 13, 2007	US
INDURA GTFORM	3217477	March 13, 2007	US
INDURA GTGLAS	3217478	March 13, 2007	US
INDURA	3199487	January 16, 2007	US
AERSHADE	1512683	November 15, 1988	US
AERFILM LHR	1457060	September 15, 1987	US
DESIGNS THAT FLY	1380565	January 28, 1986	US
S SCHNELLER and design	1380566	January 28, 1986	US
AERFUSION ECO	77692816	March 17, 2009	US
AERFUSION VIA	3788284	May 11, 2010	US
AERFUSION VIA FLOORING BY DESIGN	3788285	May 11, 2010	US
AEREASE	3613419	April 28, 2009	US
TRUE-TO-NATURE	3606781	April 14, 2009	US
INDURA	5277223	August 23, 2007	CTM

AERFUSION	4702718	March 20, 2007	CTM
S SCHNELLER DESIGNS THAT FLY and design	578637	1995	FR

Copyrights

None

Licenses

1. Software License Agreement and Addenda I and II, all dated November 18, 2004 and Addendum dated February 20, 2009 between Infor Global Solutions (Michigan), Inc. (f/k/a MAPICS, Inc.) and Schneller, Inc.
2. Purchase Agreement between Schneller LLC and Trebron Company, Inc. dated July 21, 2009

Schedule IV
Commercial Tort Claims

None.