
**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): December 18, 2009

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 3710, 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 Compensatory Arrangements of Certain Officers

On December 18, 2009, W. Nicholas Howley, our Chairman and Chief Executive Officer, Raymond Laubenthal, our President and Chief Operating Officer, and Gregory Rufus, our Executive Vice President, Chief Financial Officer and Secretary, entered into amendments to their option agreements under the TransDigm Group Incorporated 2006 Stock Incentive Plan, as amended (the "2006 Plan"). The form of option amendment has been sent to all optionholders, including all executive officers, receiving options prior to November 2009 (and the provisions of the amendments were incorporated into all grants made in November 2009 and will be incorporated into all grants made after the date hereof) and the Company anticipates that most optionholders will sign the amendments.

The original option agreements contain a provision that allows unvested options to become vested in the event of a change in control, so long as a certain internal rate of return is achieved and so long as the share price paid in the transaction is at least \$52.50. In reviewing this provision in connection with the Company's special dividend paid in October 2009, the Company realized that the price required for accelerated vesting in connection with a transaction increased throughout each fiscal year and then decreased precipitously on October 1. In light of the foregoing, the Compensation Committee approved on November 16, 2009 the amendment described herein. Under the form of amended option agreement, the return required for vesting on a change in control was revised so that the price required for accelerated vesting steadily increases. The form of amendment to the option agreements is set forth on Exhibit 10.1 attached hereto.

The above summary of the option agreement amendment is qualified in its entirety by reference to the form option amendment, which is attached hereto as Exhibit 10.1 and incorporated herein by reference.

Item 9.01 Exhibits

(d) Exhibits

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

10.1 Form of Amendment to Option Agreement

Exhibit Index

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

Form of Amendment to 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:**

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

Section 3(c) of the Stock Option Agreement is deleted and replaced in its entirety as follows:

“(c) Notwithstanding Section 3.1(a) of this Agreement and Section 8 of the Plan (but subject to Section 3.1(b) of this Agreement), in the event of a Change in Control: Options shall become fully vested and exercisable if the Fair Market Value per share on the effective date of a Change in Control is: (i) if such Change in Control occurs on or prior to September 30, 2009 and the Stockholder Return (as defined below) is at least 50%; (ii) \$50.44, if such Change in Control occurs on September 30, 2010; (iii) \$56.87, if such Change in Control occurs on September 30, 2011; (iv) \$65.23, if such Change in Control occurs on September 30, 2012, and (v) \$71.23, if such Change in Control occurs on September 30, 2013, it being understood that if a Change in Control occurs between October 1 and September 30 in any year, the required Fair Market Value per share on the effective date of a Change in Control for purposes of this Section shall be determined by means of linear interpolation. Notwithstanding the foregoing, the Administrator may, in good faith and in such manner as it may deem equitable, in its sole discretion, adjust the foregoing Fair Market Value requirements in the event of a dividend or other distribution (whether in the form of cash, Stock, other securities or property), recapitalization, reclassification, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase or exchange of Stock or other securities of the Company, issuance of warrants or other rights to purchase Stock or other securities of the Company, or any unusual or nonrecurring transactions or events affecting the Company or the financial statements of the Company if the adjustment is determined by the Administrator to be appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan or with respect to the Option. The calculations in this Section 3.1 shall take into account the consideration received by the stockholders in connection with a Change in Control or in connection with any other sale of common stock or other equity interests in the Company or any Subsidiary, after taking into account all post-closing adjustments relating to a Change in Control, and assuming the exercise of all vested options and warrants outstanding as of the effective date of such Change in Control (after giving effect to any dilution of securities or instruments arising in connection with such Change in Control); *provided however*, that if the stockholders retain any portion of the common stock following such Change in Control or other sale, the Fair Market Value of such portion of the retained common stock immediately following such Change in Control or other sale shall be deemed “consideration received” for purposes of calculating the proceeds and *provided further* that the Fair Market Value of any non-cash consideration (including stock) received in connection with a Change in Control shall be determined as of the date of such Change in Control.”

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

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

PARTICIPANT

By: _____
Print Name: _____
Address: _____