
**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): December 9, 2011

TransDigm Group Incorporated

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)
1301 East 9th Street, Suite 3000,
Cleveland, Ohio
(Address of principal executive offices)

001-32833
(Commission
File Number)

41-2101738
(IRS Employer
Identification No.)

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.

On December 9, 2011, TransDigm Group Incorporated (“TD Group”) completed the acquisition (the “Acquisition”) of Harco Laboratories, Incorporated, a Connecticut corporation (“Harco”).

Supplemental Indenture

In connection with the Acquisition and in accordance with the terms of that certain Indenture, dated as of December 14, 2010, as supplemented by the First Supplemental Indenture thereto, dated as of September 22, 2011 (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, Harco, certain other direct and indirect subsidiaries of TransDigm named therein and the Trustee entered into a Second Supplemental Indenture to the Indenture, dated as of December 9, 2011 (the “Supplemental Indenture”). Pursuant to the terms of the Supplemental Indenture, Harco agreed to, among other things, guarantee all of the indebtedness of TransDigm outstanding under the Indenture.

Joinder Agreements

On December 9, 2011, in connection with 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, Harco 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. 2. to the Guarantee and Collateral Agreement (as defined below) (collectively, the “Joinder Agreements”). Pursuant to the terms of the Joinder Agreements, Harco 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 and 10.3, 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 Second Supplemental Indenture, dated as of December 9, 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 December 9, 2011, between Harco Laboratories, Incorporated 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 December 9, 2011, between Harco Laboratories, Incorporated and Credit Suisse AG, as agent, to the Credit Agreement, dated as of February 14, 2011.
- 10.3 Supplement No. 2. dated as of December 9, 2011, between Harco Laboratories, Incorporated 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: December 12, 2011

TRANSDIGM GROUP INCORPORATED

By: /s/ Gregory Rufus

Name: Gregory Rufus

Title: Executive Vice President, Chief Financial Officer
and Secretary

EXHIBIT INDEX

- 4.1 Second Supplemental Indenture, dated as of December 9, 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 December 9, 2011, between Harco Laboratories, Incorporated 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 December 9, 2011, between Harco Laboratories, Incorporated and Credit Suisse AG, as agent, to the Credit Agreement, dated as of February 14, 2011.
- 10.3 Supplement No. 2. dated as of December 9, 2011, between Harco Laboratories, Incorporated 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

SECOND SUPPLEMENTAL INDENTURE

Dated as of December 9, 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 **SECOND SUPPLEMENTAL INDENTURE** (this "*Supplemental Indenture*"), dated as of December 9, 2011, by and among Harco Laboratories, Incorporated, a Connecticut corporation ("*Harco*" or the "*Guaranteeing Subsidiary*"), 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*"), 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 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, Rotronics, Western, Schneller Holdings and Schneller, 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 (as supplemented by the First Supplemental Indenture thereto, dated as of September 22, 2011, 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 Subsidiary 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 Subsidiary covenants and agrees 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 Subsidiary hereby agrees that from and after the date hereof it 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 Subsidiary agrees that the Guarantee granted by it 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 the Guaranteeing Subsidiary (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 Subsidiary 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 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 Subsidiary, the Existing Guarantors and the Company.

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
HARCO LABORATORIES, INCORPORATED
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 Executive
Title: Vice President and Chief Financial Officer

By: /s/ Richard Tarnas
Name: R. Tarnas
Title: Vice President

JOINDER AGREEMENT

THIS JOINDER AGREEMENT (this "Agreement"), dated as of December 9, 2011, is entered into between HARCO LABORATORIES, INCORPORATED, a Connecticut 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.

HARCO LABORATORIES, INCORPORATED

by /s/ Gregory Rufus

Name: Gregory Rufus

Title: Treasurer and Secretary

Address:

Legal Name:

Jurisdiction of

Formation:

Location of Chief

Executive Office:

Acknowledged and accepted:

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

JOINDER AGREEMENT

THIS JOINDER AGREEMENT (this "Agreement"), dated as of December 9, 2011, is entered into between HARCO LABORATORIES, INCORPORATED, a Connecticut 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.

HARCO LABORATORIES, INCORPORATED

by /s/ Gregory Rufus

Name: Gregory Rufus

Title: Treasurer and Secretary

Address:

Legal Name:

Jurisdiction of

Formation:

Location of Chief

Executive Office:

Acknowledged and accepted:

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

SUPPLEMENT NO. 2 dated as of December 9, 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 Subsidiary (the "New Subsidiary") is executing this Supplement in accordance with the requirements of the applicable Credit Agreement to become a Subsidiary Guarantor and Grantor 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 the New Subsidiary agree as follows:

SECTION 1. In accordance with Section 7.16 of the Guarantee and Collateral Agreement, the 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 the 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, the 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 the New Subsidiary's right, title and interest in and to the Collateral (as defined in the Guarantee and Collateral Agreement) of the 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. The 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 Subsidiary 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. The 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 Subsidiary shall be given to it at the address set forth under its signature below.

SECTION 9. The 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 Subsidiary and the Agent have duly executed this Supplement to the Guarantee and Collateral Agreement as of the day and year first above written.

HARCO LABORATORIES,
INCORPORATED

by /s/ Gregory Rufus

Name: Gregory Rufus
Title: Treasurer and Secretary
Address:
Legal Name:
Jurisdiction of
Formation:
Location of Chief
Executive Office:

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. 2 TO THE GUARANTEE AND COLLATERAL AGREEMENT

Subsidiary Guarantors

<u>Exact Legal Name</u>	<u>Jurisdiction</u>	<u>Organizational Identification Number</u>	<u>Federal Taxpayer Identification Number</u>
Harco Laboratories, Incorporated	Connecticut	0021188	06-0691144

Locations of Collateral

1. 186 & 190 Cedar Street, Branford, CT 06405.

Schedule II

Capital Stock

None

Pledged Debt Securities

None

Schedule III

Intellectual Property

Patents

<u>TITLE</u>	<u>APPLN NO.</u>	<u>FILED</u>	<u>PATENT NO.</u>	<u>GRANT DATE</u>	<u>Current Owner</u>	<u>STATUS</u>
Optical Proximity Detector	09591658	6/9/00	6498654	12/24/02	Harco Laboratories, Inc.	Granted
Thermal Variable Resistance Device With Protective Sheath	10793120	3/4/04	7061364	6/13/06	Harco Laboratories, Inc.	Granted
Extended Temperature Range EMF Device	10736766	12/16/03	7131768	11/7/06	Harco Laboratories, Inc.	Granted
System And Method For Non-Contact Forming Of Parts To A Fluid Sensor Assembly	10843501	5/11/04	7137297	11/21/06	Harco Laboratories, Inc.	Granted
EMF Sensor With Protective Sheath	10793121	3/4/04	7611280	11/3/09	Harco Laboratories, Inc.	Granted
Thermal Variable Resistance Device With Protective Sheath	11388309	3/24/06	7915994	3/29/11	Harco Laboratories, Inc.	Granted
High Reliability Heater Modules	10425814	4/29/03	6881932	4/19/05	Harco Laboratories, Inc., a 685880 Corporation	Granted
Extended Temperature Range Heater	11360788	2/23/06	7782171	8/24/10	Harco Laboratories, Inc., a Corp of Connecticut	Granted
Extended Temperature Range Thermal Variable-Resistance Device	10712484	11/13/03	7026908	4/11/06	Harco Laboratories, Inc., a Connecticut Corporation	Granted
Mounting Bracket For A Security Device	11614614	12/21/06	7518478	4/14/09	Lockheed Martin Corporation	Granted

Trademarks

<u>MARK</u>	<u>APPLN NO.</u>	<u>FILED</u>	<u>REGN NO.</u>	<u>REGN DATE</u>	<u>CLASS/GOODS</u>	<u>OWNER</u>	<u>STATUS</u>
SIMX	78/756380	11/17/05	3320667	10/23/07	9- Thermocouples and Temperature Sensors	Harco Laboratories, Inc.	Registered
INNOVATIVE SOLUTIONS. PROVEN PERFORMANCE.	78/628893	5/12/05	3272875	7/31/07	9- Electrical and electronic temperature and pressure sensing apparatus, instruments, components and fittings therefor, namely-- thermocouples; thermocouple harnesses; thermocouple leads; thermocouple connectors; total pressure probes; total and static pressure probes; average pressure probes; magnetic speed sensors; optic sensors; air temperature sensors; resistance temperature sensors; data sensing instruments for aircraft-namely, total temperature sensors, pitot and pitot static tubes, and angle of attack sensors; resistance bridges; ice detectors; and transmitters for receiving signals from sensors sensing physical data and transmitting the signals to readout equipment; electrical cables for use in connections	Harco Laboratories, Inc.	Registered
HARCO INNOVATIVE SOLUTIONS. PROVEN PERFORMANCE.	78/628803	5/12/05	3178435	11/28/06	9- Electrical and electronic temperature and pressure sensing apparatus, instruments, components and fittings therefor, namely-- thermocouples; thermocouple harnesses; thermocouple leads; thermocouple connectors; total pressure probes; total and static pressure probes; average pressure probes; magnetic speed sensors; optic sensors; air temperature sensors; resistance temperature sensors; data sensing instruments for aircraft-namely, total temperature sensors, pitot and pitot static tubes, and angle of attack sensors; resistance bridges; ice detectors; and transmitters	Harco Laboratories, Inc.	Registered

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					for receiving signals from sensors sensing physical data and transmitting the signals to readout equipment; electrical cables for use in connections		
HARCO	75/252867	3/6/97	2167232	6/23/98	9-electrical and electronic temperature and pressure sensing apparatus, instruments, components and fittings therefor, namely, electrical harnesses; fiber optic harnesses; thermocouples; thermocouple harnesses; thermocouple leads; thermocouple connectors; total pressure probes; total and static pressure probes; average pressure probes; and thermocouple calibrators	Harco Laboratories, Incorporated	Registered

Copyrights

None

Licenses

None