

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Winchester Electronics Coporation		06/23/2006	CORPORATION:
Winchester Electronics Holdings, LLC		06/23/2006	LIMITED LIABILITY COMPANY:
Winchester Holding, Inc.		06/23/2006	CORPORATION:

RECEIVING PARTY DATA

Name:	Sovereign Bank
Street Address:	75 State Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	National Association of Banks: PENNSYLVANIA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	1133543	C-PRESS
Registration Number:	2413596	FLEX-COM
Registration Number:	2413553	METCON-2
Registration Number:	630810	WE

CORRESPONDENCE DATA

Fax Number: (617)248-4000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 6172485000
 Email: tadmin@choate.com
 Correspondent Name: Jennifer Lynch
 Address Line 1: Two International Place
 Address Line 2: Attn: Trademark Administrator
 Address Line 4: Boston, MASSACHUSETTS 02110

OP \$115.00 1133543

ATTORNEY DOCKET NUMBER:	2006545-0003
NAME OF SUBMITTER:	Jennifer Lynch
Signature:	/Jennifer Lynch/
Date:	06/27/2006
Total Attachments: 8 source=winchester#page1.tif source=winchester#page2.tif source=winchester#page3.tif source=winchester#page4.tif source=winchester#page5.tif source=winchester#page6.tif source=winchester#page7.tif source=winchester#page8.tif	

Patent and Trademark Security Agreement

Patent and Trademark Security Agreement, dated as of June 23, 2006, by Winchester Electronics Corporation (the "Borrower"), Winchester Electronics Holdings, LLC (the "Parent"), and each Guarantor listed on Schedule II hereto (collectively, the "Guarantors," together with the Borrower and Parent, the "Pledgors"), in favor of Sovereign Bank, in its capacity as administrative agent (in such capacity, the "Administrative Agent") for itself and the other lending institutions (collectively, the "Lenders") which are or may become parties to the Credit Agreement dated the date hereof among the Borrowers, the Guarantors, the Administrative Agent and the Lenders (the "Credit Agreement").

WITNESSETH:

WHEREAS, Pledgors are party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Administrative Agent pursuant to which the Pledgors are required to execute and deliver this Patent and Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Lenders, to enter into the Credit Agreement, the Pledgors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent and Trademark Collateral. Each Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Lenders a lien on and a security interest in and to all of its right, title and interest in, to and under all:

- (a) Patents and Trademarks for which registrations or applications for registration are listed on Schedule I attached hereto;
- (b) Goodwill associated with such Patents and Trademarks; and
- (c) Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent and Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Patents and Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent and Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. When all of the Secured Obligations have been indefeasibly paid and finally satisfied in full in cash and all Commitments of the Lenders shall have terminated, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the security interest in the Patents and Trademarks under the Security Agreement and this Patent and Trademark Security Agreement.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Patent and Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

**WINCHESTER ELECTRONICS
CORPORATION**

By: Franklin Foster
Name: Franklin Foster
Title: secretary

**WINCHESTER ELECTRONICS
HOLDINGS, LLC**

By: Franklin Foster
Name: Franklin Foster
Title: secretary

WINCHESTER HOLDING, INC.

By: Franklin Foster
Name: Franklin Foster
Title: secretary

[Signature Page for Patent and Trademark Security Agreement]

Schedules to Trademark Patent and Security Agreement

Winchester Electronics Corporation

June 23, 2006

SCHEDULE I

I. Issued United States Patents

PATENT TITLE	PATENT NUMBER	ISSUE DATE
One-Piece Semi-Rigid Electrical Contact	6,720,511	4/13/04
Interconnection Arrangement	6,929,482	8/16/05
Drive Fastening System	4,925,353	5/15/90
One Piece Molded RF/Microwave Coaxial Connector	5,860,812	1/19/99
Electrical Terminal for High Current Applications	5,669,786	9/23/97
All Plastic Zero Insertion Force Electrical Connector	5,795,171	8/18/98
Electrical Connectors Having External Circuit Connections	5,772,450	6/30/98
Holder for an Electrical or Electronic Component	5,823,793	10/20/98
Press Fit Fuse or Component Holder	5,941,735	8/24/99
Electrical Connector with Screw-On or Twist-On Electrical Contacts	5,890,925	4/6/99
Electronic Cable Connector	5,997,361	12/7/99
Pick-Up Elements For Slip Rings or Rotary Connectors	5,865,629	2/2/99
Power Clip for Printed Circuit Board	5,842,876	12/1/98
Electrical Terminal Block For High Wattage High Intensity Lamps	5,914,565	6/22/99
Design for a Power Clip	D397,671	9/1/98
Fuse Clip	D421,248	2/29/00
Fiber Optic Cladding Displacement Connector	6,246,819	6/12/01
High Density Electrical Interconnect System Having Enhanced Grounding and Cross-Talk Reduction Capability	6,179,663	1/30/01
High Density Electrical Interconnect System Having Enhanced Grounding and Cross-Talk Reduction Capability	6,267,625	7/31/01
High Density Electrical Interconnect System Having Enhanced Grounding and Cross-Talk Reduction Capability	6,206,729	3/27/01
RF Connector Clip Ring	6,299,491	10/9/01
Clip Ring for an Electrical Connector **	6,332,815	12/25/01
Clip Ring for An Electrical Connector ***	6,406,330	6/18/02
Power Connector for Connection to a Printed Circuit Board	6,402,525	6/11/02
INTERCONNECTION SYSTEM	6,910,897	6/28/05
High Speed, High Density Interconnect System for Differential and Single-Ended	6,843,657	1/18/05

** Notice of Recordation of Assignment Document issued March 20, 2005 assigning patent from Burton B. Bruce to Litton Systems, Inc.

*** Certificate of correction issued July 29, 2003 replacing Northrop Grumman Corporation with Litton Systems, Inc. as assignee. This patent is a continuation of Patent No. 6,332,815.

PATENT TITLE	PATENT NUMBER	ISSUE DATE
Transmission Applications		
Insulator Coring and Contact Configuration to Prevent Pin Stubbing in the Throat of Tuning Fork Socket Connector Contacts	6,709,298	3/23/04
Compliant Section for an Electrical Contact	6,565,392	05/20/2003
Laminate Electrical Interconnect System	6,712,648	3/30/04
High Speed Electrical Connector	6,979,202	12/27/05
INTERCONNECTION SYSTEM	7,019,984	3/28/06
Multilayered Circuit Board For High-Speed, Differential Signals	7,057,115	6/6/06
High-Speed Electrical Connector	7,040,901	5/9/06
High Speed, High Density Interconnect System for Differential and Single-Ended Transmission Systems	7,056,128	6/6/06

II. United States Patent Applications

APPLICATION TITLE	APPLICATION NUMBER	APPLICATION FILING DATE
Connector Latches	10/988,705	11/16/04
Electrical Connector and Method of Making the Same	11/091,490	03/29/05
Power Connectors and Contacts	11/252,578	10/19/05
Multilayered Circuit Board for High-Speed, Differential Signals	11/001,314	12/2/04
Controlling Conductor Displacement in Connectors with an Inner Conductor	11/035,070	01/14/05
Snap Lock Connector	11/296,336	12/08/05
Quick Connect Connector	60/733,261	11/04/05
High Speed Electrical Connector	11/234,107	09/26/05
Interconnect Utilizing Genderless Surface Mount Contacts and Compliant Interposer	60793643	04/21/06
Interconnect Utilizing Genderless Surface Mount Pogo Type Contacts and Replaceable PCB	60793721	04/21/06

III. United States Trademark Registrations

Trademark	Registration No.	Registration Date
C-PRESS	1133543	22-Apr-80
FLEX-COM	2413596	19-Dec-00
METCON-2	2413553	19-Dec-00
WE [Stylized]	630810	17-Jul-56

IV. United States Trademark Applications

None.

V. United States Copyright Registrations and Applications

None.

SCHEDULE II

Winchester Holding, Inc.