

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 CORPORATION		06/23/2006	CORPORATION: DELAWARE
WINCHESTER HOLDING, INC.		06/23/2006	CORPORATION: DELAWARE
WINCHESTER ELECTRONICS HOLDINGS, LLC		06/23/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Gladstone Capital Corporation
Street Address:	1521 Westbranch Drive
Internal Address:	Suite 200
City:	McLean
State/Country:	VIRGINIA
Postal Code:	22102
Entity Type:	CORPORATION: DELAWARE

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

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ATTORNEY DOCKET NUMBER:	300475-179
NAME OF SUBMITTER:	Diana Sanchez Bentz
Signature:	/dsb4232/
Date:	06/30/2006

Total Attachments: 5
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PATENT AND TRADEMARK SECURITY AGREEMENT

Patent and Trademark Security Agreement, dated as of June 23, 2006, by Winchester Electronics Corporation (“*WEC*”), Winchester Electronics Holdings, LLC (“*WEH*”), and Winchester Holding, Inc., a Delaware corporation (“*WHI*”), (*WEC*, *WEH* and *WHI*, each a “*Grantor*” and collectively, the “*Grantors*”), and Gladstone Capital Corporation (the “*Secured Party*”).

W I T N E S S E T H:

WHEREAS, Grantors are party to a Security Agreement of even date herewith (the “*Security Agreement*”) in favor of the Secured Party pursuant to which the Grantors are required to execute and deliver this Patent and Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Party, to enter into that certain Securities Purchase Agreement dated as of the date hereof, by and among *WEC*, *WHI*, and *WEC* and Secured Party (the “*Securities Purchase Agreement*”), the Grantors hereby agree with Secured Party 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 Grantor hereby pledges and grants to the Secured Party 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 Secured Party pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Secured Party 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 unless the Secured Party shall otherwise determine.

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 Secured Party to lend shall have terminated, the Secured Party shall execute, acknowledge, and deliver to the Grantors 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.

The security interest granted herein shall be subject to that certain Intercreditor Agreement between Secured Party and Senior Lender, dated as of the date hereof (as the same may be hereafter amended, modified, extended, restated or supplemented from time to time).

[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: Frank Foster
Name: Franklin Foster
Title: secretary

**WINCHESTER ELECTRONICS
HOLDINGS, LLC**

By: Frank Foster
Name: Franklin Foster
Title: secretary

WINCHESTER HOLDING, INC.

By: Frank Foster
Name: Franklin Foster
Title: secretary

[SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
PATENT AND TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark	Registration No.	Registration Date
C-PRESS	1133543	April 22, 1980
FLEX-COM	2413596	December 19, 2000
METCON-2	2413553	December 19, 2000
WE [Stylized]	630810	July 17, 1956

PATENT REGISTRATIONS AND PATENT APPLICATIONS

PATENT TITLE	PATENT NUMBER	ISSUE DATE
One-Piece Semi-Rigid Electrical Contact Interconnection Arrangement	6,720,511	4/13/04
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

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

PATENT TITLE	PATENT NUMBER	ISSUE DATE
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 Transmission Applications	6,843,657	1/18/05
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

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

*** 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.