

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		05/08/2007	CORPORATION: DELAWARE
Winchester Electronics Holdings, LLC		05/08/2007	LIMITED LIABILITY COMPANY: DELAWARE
Winchester Holding, Inc.		05/08/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	NewStar Financial, Inc.
Street Address:	500 Boylston Street
Internal Address:	Suite 1600
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02116
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	78859507	KINGS
Registration Number:	1133543	C-PRESS
Registration Number:	2413553	METCON-2
Registration Number:	0800236	K-GRIP JR
Registration Number:	0912023	TR-4
Registration Number:	0912024	TR-5
Registration Number:	0912608	
Registration Number:	0995593	K-LOC
Registration Number:	1063194	TRI-LOC
Registration Number:	2102173	TR-3

TRADEMARK

REEL: 003542 FRAME: 0853

900076906

OP \$265.00 78859507

CORRESPONDENCE DATA

Fax Number: (617)248-4000

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Email: tadmin@choate.com

Correspondent Name: Daniel L. Scales

Address Line 1: Two International Place

Address Line 2: Attn.: Trademark Administrator

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2006299-0007
NAME OF SUBMITTER:	Daniel L. Scales
Signature:	/daniel l. scales/
Date:	05/15/2007

Total Attachments: 8

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement is entered into as of May 8, 2007 (this "Agreement"), by Winchester Electronics Corporation (the "Borrower"), Winchester Electronics Holdings, LLC (the "Parent"), and each Subsidiary Guarantor listed on Schedule II hereto (collectively, the "Subsidiary Guarantors") and, together with the Borrower and Parent, the "Pledgors"), in favor of NewStar Financial, Inc., 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 Borrower, the Subsidiary 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 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 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 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 Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, each Pledgor has caused this 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]

SCHEDULES
TO
PATENT AND TRADEMARK SECURITY AGREEMENT
WINCHESTER ELECTRONICS CORPORATION
MAY 8, 2007

SCHEDULE I

Issued U.S. Patents					
DOCKET NO.	PATENT TITLE	PATENT NUMBER	ISSUE DATE	APPLICATION NUMBER	FILING DATE
3429-170	Drive Fastening System	4,925,353	5/15/90	07/201,253	5/25/88
3429-171	Electrical Terminal for High Current Applications	5,669,786	9/23/97	08/623,130	3/28/96
3429-150	Electrical Connectors Having External Circuit Connections	5,772,450	6/30/98	08/685,168	7/23/96
3429-151	All Plastic Zero Insertion Force Electrical Connector	5,795,171	8/18/98	08/683,065	7/16/96
3429-152	Holder for an Electrical or Electronic Component	5,823,793	10/20/98	08/662,211	6/12/96
3429-153	Power Clip for Printed Circuit Board	5,842,876	12/1/98	08/904,521	8/1/97
3429-154	One Piece Molded RF/Microwave Coaxial Connector	5,860,812	1/19/99	08/787,819	1/23/97
3429-155	Pick-Up Elements For Slip Rings or Rotary Connectors	5,865,629	2/2/99	08/884,988	6/30/97
3429-172	Electrical Connector with Screw-On or Twist-On Electrical Contacts	5,890,925	4/6/99	08/782,057	1/13/97
3429-156	Electrical Terminal Block For High Wattage High Intensity Lamps	5,914,565	6/22/99	08/901,248	7/28/97
3429-157	Press Fit Fuse or Component Holder	5,941,735	8/24/99	08/662,210	6/12/96
3429-158	Electronic Cable Connector	5,997,361	12/7/99	08/885,713	6/30/97
3429-159	High Density Electrical Interconnect System Having Enhanced Grounding and Cross-Talk Reduction Capability	6,179,663	1/30/01	09/295,344	4/21/99
3429-160	High Density Electrical Interconnect System Having Enhanced Grounding and Cross-Talk Reduction Capability	6,206,729	3/27/01	09/641,704	8/21/00
3429-173	Fiber Optic Cladding Displacement Connector	6,246,819	6/12/01	09/209,774	12/11/98
3429-161	High Density Electrical Interconnect System Having Enhanced Grounding and Cross-Talk Reduction Capability	6,267,625	7/31/01	09/640,182	8/17/00
3429-174	RF Connector Clip Ring	6,299,491	10/9/01	09/337,180	6/21/99
3429-162	Clip Ring for an Electrical Connector 1	6,332,815	12/25/01	09/458,082	12/10/99
3429-163	Power Connector for Connection to a Printed Circuit Board	6,402,525	6/11/02	09/858,547	05/17/01
3429-164	Clip Ring for An Electrical Connector2	6,406,330	6/18/02	09/938487	8/27/01
3429-165	Compliant Section for an Electrical Contact	6,565,392	5/20/03	09/965,869	10/1/01
3429-166	Insulator Coring and Contact Configuration to Prevent Pin Stubbing in the Throat of Tuning Fork Socket Connector Contacts	6,709,298	3/23/04	10/114,471	4/3/02
3429-130	Laminate Electrical Interconnect System	6,712,648	3/30/04	10/201,259	7/24/02

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

2 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

Issued U.S. Patents					
DOCKET NO.	PATENT TITLE	PATENT NUMBER	ISSUE DATE	APPLICATION NUMBER	FILING DATE
3429-167	One-Piece Semi-Rigid Electrical Contact	6,720,511	4/13/04	10234211	9/5/02
3429-118	High Speed, High Density Interconnect System for Differential and Single-Ended Transmission Applications	6,843,657	1/18/05	10/036,796	1/7/02
3429-119	INTERCONNECTION SYSTEM	6,910,897	6/28/05	10/234,859	9/5/02
3429-128	Interconnection Arrangement	6,929,482	8/16/05	10/760,414	1/21/04
3429-131	High Speed Electrical Connector	6,979,202	12/27/05	10/893,430	7/19/04
3429-138	INTERCONNECTION SYSTEM	7,019,984	3/28/06	11/151,463	08/14/05
3429-126	High-Speed Electrical Connector	7,040,901	5/9/06	10/893,431	07/19/04
3429-133	High Speed, High Density Interconnect System for Differential and Single-Ended Transmission Systems	7,056,128	6/6/06	10/971,683	10/25/04
3429-115	Multilayered Circuit Board For High-Speed, Differential Signals	7,057,115	6/6/06	10/876,569	06/28/04
3429-139 (cont. of 131)	High Speed Electrical Connector	7,101,191	9/5/06	11/234,107	09/26/05
3429-127	Power Connectors and Contacts	7,160,122	1/9/07	11/252,578	10/19/05
3429-169	Design for a Power Clip	D397,671	9/1/98	29/074,917	8/4/97
3429-149	Fuse Clip	D421,248	2/29/00	29/084,660	3/6/98
3429-137	Snap Lock Connector	7,189,097	3/13/07	11/296,336	12/8/05
—	Multi-Fiber, In-Line Attenuator Module and Assembly for Optoelectronic Networks	6,669,375	12/30/03	10/219,452	8/15/02
	Swiveling Angled Cable Connector	5,277,590	1/11/94	07/861,467	4/1/92

U.S. Patent Applications			
Docket No.	APPLICATION TITLE	APPLICATION NUMBER	APPLICATION FILING DATE mm/dd/yy
3429-117	Connector Latches	10/988,705	11/16/04
3429-125	Multilayered Circuit Board for High-Speed, Differential Signals	11/001,314	12/2/04
3429-134	Controlling Conductor Displacement in Connectors with an Inner Conductor	11/035,070	01/14/05
3429-121	Electrical Connector and Method of Making the Same	11/091,490	03/29/05
3429-145 (cont. of 139)	High Speed Electrical Connector	11/514,270	9/1/06
3429-146 (cont. of 127)	Power Connectors and Contacts	11/516,626	9/7/206
3429-140	Quick Connect Connector	11/590,870 60/733,261	11/01/06 11/04/05
3429-143	Interconnect Utilizing Genderless Surface Mount Contacts and Compliant Interposer	60/793643	04/21/06
3429-144	Interconnect Utilizing Genderless Surface Mount Pogo Type Contacts and Replaceable PCB	60/793721	04/21/06
3429-176 (cont. of 137)	Snap Lock Connector	To be assigned	02/26/07

U.S. Trademark Registrations		
Trademark	Registration No.	Registration Date
C-PRESS	1133543	04/22/80
METCON-2	2413553	12/19/00
K-GRIP JR.	0800236	12/14/65
TR-4	0912023	06/08/71
TR-5	0912024	06/08/71
Three Crown Design	0912608	06/08/71
K-LOC	0995593	10/15/74
TRI-LOC	1063194	04/12/77
TR-3	2102173	09/30/97

U.S. Trademark Applications		
Trademark	Application No.	File Date
KINGS	78/859,507	4/12/06

SCHEDULE II

Winchester Holding, Inc.