

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wyle Laboratories, Inc.		03/26/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Barclays Bank PLC, as Administrative Agent		
<b>Street Address:</b>	745 Seventh Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Public Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3350896	WYLE	
Registration Number:	2023091	WYLE LABORATORIES	
Registration Number:	2125993	NRTL WYLE LABS	
Registration Number:	2125992	WYLE LABS	
Registration Number:	2129270	WYLE LABORATORIES QUALITY APPROVED COMPETITIVE TESTED	
Registration Number:	3058093	TRAIN LIKE YOU FLY	
Registration Number:	3052408	DICERNO	
Registration Number:	3451323	DON'T LEAVE EARTH WITHOUT US	
Registration Number:	3625823	WYLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(212) 455-7976		
<b>Email:</b>	ksolomon@stblaw.com		

OP \$240.00 3350896

Correspondent Name: Mindy M. Lok, Esq.  
Address Line 1: Simpson Thacher & Bartlett LLP  
Address Line 2: 425 Lexington Avenue  
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	008330/0104
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	03/26/2010

**Total Attachments: 6**

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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of March 26, 2010 is made by Wyle Laboratories, Inc., a Delaware corporation (the "Grantor"), in favor of Barclays Bank PLC, as Administrative Agent (the "Agent") for the Secured Parties, parties to the Credit Agreement, dated as of March 26, 2010 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Wyle Services Corporation (the "Borrower"), Wyle Inc. and its Domestic Subsidiaries from time to time parties to the Credit Agreement, the Lenders, and Barclays Bank PLC, as Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower and certain other subsidiaries of the Borrower have executed and delivered a Security Agreement, dated as of March 26, 2010, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged, assigned and granted to the Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in the Collateral, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, the Grantor agrees, on behalf of and for the ratable benefit of the Secured Parties, as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

Section 2. Grant of Security Interest. The Grantor hereby pledges and grants a security interest in all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent on behalf of and for the ratable benefit of the Secured Parties to secure payment, performance and observance of the Obligations.

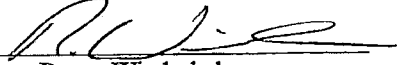
Section 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Section 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

Wyle Laboratories, Inc.

By: 

Name: Roger Wiederkehr

Title: Senior Vice President and Secretary

Date: March 26, 2010

TRADEMARK

REEL: 004175 FRAME: 0114

Barclays Bank PLC,  
as Administrative Agent

By: *Diane Golfe*  
Name: DIANE GOLFE  
Title: DIRECTOR  
Date: *March 25, 2010*

[Wyle -- IP Short Form]

## SCHEDULE A

### Trademark Registrations of Wyle Laboratories, Inc.

<u>Title</u>	<u>Trademark Registration Number</u>
WYLE	3350896
WYLE LABORATORIES (stylized)	2023091
NRTL WYLE LABS and design	2125993
WYLE LABS (stylized)	2125992
WYLE LABORATORIES QUALITY APPROVED COMPETITIVE TESTED and design	2129270
TRAIN LIKE YOU FLY	3058093
DICERNO	3052408
DON'T LEAVE EARTH WITHOUT US	3451323
WYLE	3625823

### State Trademark Registrations of Wyle Laboratories, Inc.

<u>Title</u>	<u>Trademark Registration Number</u>
WYLE	110894 (AL)

### Trademark Applications of Wyle Laboratories, Inc.

None.