

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
Nippon Conlux Co., Ltd.		02/14/2012	COMPANY: JAPAN
RECEIVING PARTY DATA			
Name:	Citibank Japan Ltd., as Security Agent		
Street Address:	1-5-1 Marunouchi		
City:	Chiyoda-ku, Tokyo		
State/Country:	JAPAN		
Postal Code:	100-6516		
Entity Type:	Bank: JAPAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85124135	MCM5	
CORRESPONDENCE DATA			
Fax Number:	(302)636-5454		
Phone:	800-927-9801		
Email:	jpaterso@cscinfo.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	103636		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			

CH \$40.00 85124135

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Jean Paterson

Signature:

/jep/

Date:

02/22/2012

Total Attachments: 7

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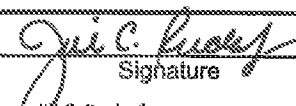
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p>1. Name of conveying party(ies):</p> <p style="text-align: center;">NIPPON CONLUX CO., LTD.</p> <p> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation- State: _____ <input checked="" type="checkbox"/> Other Company _____ </p> <p>Citizenship (see guidelines) <u>Japan</u></p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Name: <u>Citibank Japan Ltd., as Security Agent</u></p> <p>Internal _____ Address: _____</p> <p>Street Address: <u>1-5-1 Marunouchi</u></p> <p>City: <u>Chiyoda-ku, Tokyo</u></p> <p>State: _____</p> <p>Country: <u>Japan</u> Zip: <u>100-5516</u></p> <p> <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input checked="" type="checkbox"/> Other Bank _____ Citizenship <u>Japan</u> </p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)</p>
<p>3. Nature of conveyance /Execution Date(s) :</p> <p>Execution Date(s) <u>02/14/2012</u></p> <p> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ </p>	<p>4. Application number(s) or registration number(s) and identification or description of the Trademark.</p> <p>A. Trademark Application No.(s) _____</p> <p>B. Trademark Registration No.(s) <u>85124135; See schedule attached</u></p> <p style="text-align: right;">Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):</p> <p style="text-align: center;">MCM5</p>	
<p>5. Name & address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Jill C. Ruderfer</u></p> <p>Internal Address: <u>c/o Clifford Chance US LLP</u></p> <p>Street Address: <u>31 West 52nd Street</u></p> <p>City: <u>New York</u></p> <p>State: <u>NY</u> Zip: <u>10019</u></p> <p>Phone Number: <u>212-878-8022</u></p> <p>Fax Number: <u>212-878-8375</u></p> <p>Email Address: <u>jill.ruderfer@cliffordchance.com</u></p>	<p>6. Total number of applications and registrations involved:</p> <div style="border: 1px solid black; width: 100px; text-align: center; margin: 5px auto;">1</div> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____</p> <p> <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed </p> <p>8. Payment Information:</p> <p>Deposit Account Number _____</p> <p>Authorized User Name _____</p>
<p>9. Signature:</p> <p style="text-align: center;">  Signature </p> <p style="text-align: right;">Date <u>02/22/2012</u></p> <p style="text-align: center;">Name of Person Signing <u>Jill C. Ruderfer</u></p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document: 7</p>	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0148, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1458, Alexandria, VA 22313-1458

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") dated 14 February 2012 is made by Nippon Conlux Co., Ltd. (the "Grantor") in favor of Citibank Japan Ltd., as Security Agent (the "Security Agent") for the Secured Parties (as defined in the Security Agency Agreement referred to below).

WHEREAS, the Grantor has entered into a Senior Facility Agreement dated as of June 16, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Facility Agreement"), with, among others, MEI Conlux Holdings (US), Inc., MEI Conlux Holdings (Japan) Inc., the Grantor, the other Grantors party thereto, the Lenders and the Agents party thereto.

WHEREAS, the Grantor has entered into a Mezzanine Facility Agreement dated as of June 16, 2006 (said Mezzanine Facility Agreement, as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the "Mezzanine Facility Agreement") with, among others, MEI Conlux Holdings (Japan) Inc., the other Grantors party thereto, the Lenders and Agents party thereto.

WHEREAS, the Grantor has entered into a Security Agency Agreement dated as of June 16, 2006 (said Security Agency Agreement, as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the "Security Agency Agreement") with, among others, the Security Agent and other Agents and Lenders party thereto.

WHEREAS, as a condition subsequent to the making of Loans (as such term is defined in the Facility Agreement) by the Lenders under the Facility Agreement and Loans (as such term is defined in the Mezzanine Facility Agreement) under the Mezzanine Facility Agreement and the entry into Hedging Agreements by the Hedge Counterparties from time to time, the Grantor has executed and delivered that certain Foreign Security Agreement dated as of June 19, 2006 made by the Grantor to the Security Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"). Terms defined or used in the Security Agreement and not otherwise defined herein are used herein as defined or used in the Security Agreement.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Security Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain Trademarks of the Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with appropriate governmental authorities in the Required IP Jurisdictions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

Section 1. Grant of Security. The Grantor hereby grants to the Security Agent for the ratable benefit of the Secured Parties a continuing security interest in all of the Grantor's right, title and interest in and to the following (collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark owned by the Grantor (including, without limitation, each Trademark registration and application therefor, referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of or symbolized by, each Trademark);

(ii) each exclusive Trademark license to which the Grantor is a party referred to in Schedule 2 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed by the Grantor pursuant thereto;

(iii) all registrations and applications for registration for any of the foregoing, together with all renewals thereof;

(iv) all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto; and

(v) any and all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and Supporting Obligations relating to, any and all of the foregoing, including, without limitation, all Proceeds of and revenues from any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, all proceeds and damages relating thereto.

Notwithstanding any provision of this Trademark Security Agreement to the contrary, the grant of security interest hereunder shall not include any application for a Trademark that would be deemed invalidated, canceled or abandoned due to the grant and/or enforcement of such security interest, including, without limitation, all United States Trademark applications that are based on an intent-to-use, unless and until such time that the grant and/or enforcement of the security interest will not affect the status or validity of such Trademark.

Section 2. No Transfer of Grantor's Rights. Except to the extent expressly permitted in the Facility Agreement, the Mezzanine Facility Agreement or the Security Agreement, the Grantor agrees not to sell, license, exchange, assign, or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

Section 3. Security for Obligations. The grant of continuing security interest in the Trademark Collateral by the Grantor under this Trademark Security Agreement secures the payment of all Secured Obligations.

Section 4. Recordation. The Grantor authorizes and requests that all applicable government officers and authorities record this Trademark Security Agreement. For this purpose, any holder of a copy of the present Trademark Security Agreement is granted the necessary power to proceed with said recordals in the name of the Security Agent. The costs of such recordals will be born by the Grantor.

Section 5. Execution in Counterparts. This Trademark Security Agreement may be executed in two counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 6. Grants, Rights and Remedies. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the Required IP Jurisdictions. The security interest granted hereby has been granted to the Security Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof and does not modify its terms or conditions or create any additional rights or obligations for any party thereto or hereto. The Security Agreement (and all rights and remedies of the Security Agent thereunder) shall remain in full force and effect in accordance with its terms.

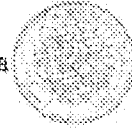
Section 7. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Nippon Conlux Co., Ltd

Name: Kiyooki Takeda



Title: Representative Director

Address for Notices:

5-3-8 Chiyoda, Sakado-shi, Saitama, Japan

Accepted:

CITIBANK JAPAN LTD.
Security Agent

By: 

Name: Atsuko Inukai
Title: Vice President

Address for Notices:

Address: 1-5-1 Marunouchi Chiyodaku Tokyo
100-6516 Japan
Fax: 81 3 6270 9721
Attention: Middle Office Corporate Finance

Schedule 1
to Trademark
Security Agreement

TRADEMARK APPLICATIONS

TRADEMARK	Filing NO.	FILING DATE
MCM5	85124135	07-Sep-2010

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