

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Winchester Electronics Corporation		07/25/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Madison Capital Funding LLC, as Agent
Street Address:	30 South Wacker Drive, Suite 3700
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3492128	CONNECTING INNOVATION TO APPLICATION
Registration Number:	2413553	METCON-2
Registration Number:	1133543	C-PRESS
Registration Number:	0912608	
Registration Number:	0800236	K-GRIP JR
Registration Number:	0995593	K-LOC
Registration Number:	3339550	KINGS
Registration Number:	1063194	TRI-LOC
Registration Number:	0912024	TR-5
Registration Number:	0912023	TR-4

CORRESPONDENCE DATA

Fax Number: 3128637865  
 Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

OP \$265.00 3492128

Phone: 312-201-3865  
Email: sharon.patterson@goldbergkohn.com  
Correspondent Name: Sharon Patterson, Paralegal  
Address Line 1: Goldberg Kohn Ltd., 55 E. Monroe St.  
Address Line 2: Ste. 3300  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:

4975.259

NAME OF SUBMITTER:

Sharon Patterson

Signature:

/sharon patterson/

Date:

07/25/2012

Total Attachments: 5

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 25, 2012, by the undersigned ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC ("Agent"), as Agent for all Lenders (as hereinafter defined).

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith by and among WINCHESTER ELECTRONICS CORPORATION, a Delaware corporation, as Borrower, Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (exclusive of any below-mentioned licenses which, by their terms do not permit the assignment thereof, but solely to the extent that such anti-assignment provisions are effective under the Uniform Commercial Code) (collectively, the "Trademark Collateral"):

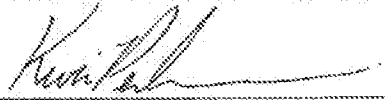
- (a) all of its registered Trademarks set forth on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) subject to the Collateral Agreement, all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) subject to the Collateral Agreement, all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

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

WINCHESTER ELECTRONICS CORPORATION

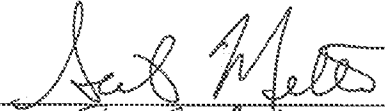
By: 

Name: Kevin S. Perhamus

Title: Chief Executive Officer


ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,  
as Agent

By:   
Name: Sunit Mehta  
Title: SVP

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**U.S. TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

Grantor	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Winchester Electronics Corporation	CONNECTING INNOVATION TO APPLICATION	77/378617	3492128	23 DEC 2008	26 AUG 2008
Winchester Electronics Corporation	METCON-2	75/621459	2413553	19 JAN 1999	19 DEC 2000
Winchester Electronics Corporation	C-PRESS	73/179369	1133543	24 JUL 1978	22 APR 1980
Winchester Electronics Corporation	THREE CROWN DESIGN  .L	72/324108	912608	10 APR 1969	08 JUN 1971
Winchester Electronics Corporation	K-GRIP JR	72/205592	800236	05 NOV 1964	14 DEC 1965
Winchester Electronics Corporation	K-LOC	73/007136	995593	23 NOV 1973	15 OCT 1974
Winchester Electronics Corporation	KINGS	78/859507	3339550	12 APR 2006	20 NOV 2007
Winchester Electronics Corporation	TRI-LOC	73/038539	1063194	02 DEC 1974	12 APR 1977
Winchester Electronics Corporation	TR-5	72/322450	912024	21 MAR 1969	08 JUN 1971
Winchester Electronics Corporation	TR-4	72/322449	912023	21 MAR 1969	08 JUN 1971