

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.

1. Name of conveying party(ies)/Execution Date(s):

Chip Supply, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation
☐ Limited Liability Company

Citizenship: FLExecution Date(s) December 6, 2012Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

2. Name and address of receiving party(ies)

☐ Yes☒ No

Additional names, addresses, or citizenship attached?

Name: Ally Commercial Finance LLCInternal
Address:Street Address: 1185 Avenue of the Americas, 2nd FloorCity: New YorkState: NYCountry: USAZip: 10036

- ☐ Association Citizenship:
☐ General Partnership Citizenship:
☐ Limited Partnership Citizenship:
☐ Corporation Citizenship:
☒ Limited Liability Company Citizenship: DE

If assignee is not domiciled in the United States, a domestic representative designation is attached. ☐ Yes ☒ No
 (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See Attached Schedule A

B. Trademark Registration No.(s) See Attached Schedule A

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'BrienInternal Address: CT Lien SolutionsStreet Address: 187 Wolf Road, Suite 101City: AlbanyState: NYZip: 12205Phone Number: 800-342-3676Fax Number: 800-962-7049Email Address: cls-udsalbany@wolterskluwer.com6. Total number of applications and registrations involved: 27. Total fee (37 CFR 2.6(b)(6) & 3.41) \$6500

- ☒ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card

Last 4 Numbers 1640Expiration Date 10/13

b. Deposit Account Number

Authorized User Name:

9. Signature:



Signature

Kareem Ansley

Name of Person Signing

December 7, 2012

Date

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (703) 308-6885, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$65.00 335386

SCHEDULE A
to
GRANT OF SECURITY INTEREST IN TRADEMARKS

Mark Application/ Mark Registration	Country	Registration No.	Registered Owner
Chip Supply and Design	U.S.	3,353,862	Chip Supply, Inc.
Silicon plus	U.S.	3,107,833	Chip Supply, Inc.

GRANT OF SECURITY INTEREST IN TRADEMARKS

GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of December 6 2012, by CHIP SUPPLY, INC., a Florida corporation ("Grantor"), in favor of ALLY COMMERCIAL FINANCE LLC, a Delaware limited liability company, as agent ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and among Grantor, the other Persons named therein as Loan Parties, Agent and the Persons signatory thereto from time to time as the Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), the Lenders have agreed to make Loans and to extend Letters of Credit for the benefit of Grantor and the other Loan Parties; and

WHEREAS, as security for the Loan Parties' obligations under the Loan Agreement, pursuant to the terms of the Loan Agreement, Grantor granted to Agent, for the benefit of Agent and the Lenders, a continuing first priority security interest in, lien on, and right of set-off against all Trademarks (as defined in the Loan Agreement) of Grantor, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the premises and the 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 Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and the Lenders, a continuing first priority security interest in, and lien upon, all of Grantor's presently existing or hereafter arising right, title and interest in and to all registered Trademarks referred to on Schedule A hereto (the "Registered Trademarks").

3. LOAN AGREEMENT. The security interests granted pursuant hereto are one and the same as those granted to Agent, on behalf of itself and the Lenders, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Registered Trademarks made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COUNTERPARTS. This Grant of Security Interest in Trademarks may be executed via telecopier or facsimile transmission in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute one and the same instrument.

5. APPLICABLE LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES (BUT INCLUDING AND GIVING EFFECT TO SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

[Signature page follows]

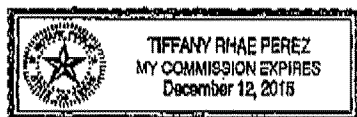
IN WITNESS WHEREOF, Grantor has caused this Grant of Security Interest in Trademarks to be executed and delivered by its duly authorized officer as of the date first set forth above.

CHIP SUPPLY, INC:

By: [Signature]
Name: Victor L. Vescovo
Title: Chairman of the Board
By: [Signature]
Name: Ted W. Beneski
Title: Vice Chairman

STATE OF TEXAS)
COUNTY OF TARRANT) ss.:

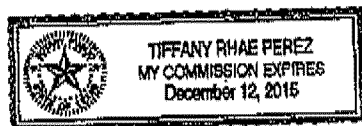
On this 3rd day of December 2012, before me personally came Victor L. Vescovo, to me known, who being duly sworn, did depose and say, that s/he is the Chairman of the Board of Chip Supply, Inc., the entity described in and which executed the foregoing instrument; and that s/he signed his/her name thereto by order of the Board of said entity.



[Signature]
Notary Public

STATE OF TEXAS)
COUNTY OF TARRANT) ss.:

On this 3rd day of December 2012, before me personally came Ted W. Beneski, to me known, who being duly sworn, did depose and say, that s/he is the Vice Chairman of Chip Supply, Inc., the entity described in and which executed the foregoing instrument; and that s/he signed his/her name thereto by order of the Board of said entity.



[Signature]
Notary Public

[SIGNATURES CONTINUED ON NEXT PAGE]

[Signature Page to Trademark Security Agreement - Micros]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

ACCEPTED AND ACKNOWLEDGED BY:

ALLY COMMERCIAL FINANCE LLC,
as Agent

By: 

Name: GEORGE GRICE

Title: Managing Director

[Signature Page to Trademark Security Agreement - Micross]