

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplement to Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IEC Electronics Corp.		01/18/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Manufacturers and Traders Trust Company		
Street Address:	255 East Avenue		
City:	Rochester		
State/Country:	NEW YORK		
Postal Code:	14604		
Entity Type:	Banking Corporation: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4157411	DRTL	
Registration Number:	4131190	IEC ELECTRONICS	
CORRESPONDENCE DATA			
Fax Number:	8669471121		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	5852631000		
Email:	nytm@nixonpeabody.com		
Correspondent Name:	Kristen M. Walsh, Nixon Peabody LLP		
Address Line 1:	1300 Clinton Square		
Address Line 4:	Rochester, NEW YORK 14604		
ATTORNEY DOCKET NUMBER:	82205/66		
NAME OF SUBMITTER:	Kristen M. Walsh		
Signature:	/kristenmwash/		

Date:

01/23/2013

Total Attachments: 5

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SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENT, dated as of January 18, 2013 (this "*Supplement*"), to the Trademark Security Agreement, dated as of May 30, 2008 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "*Trademark Security Agreement*"), between IEC ELECTRONICS CORP., a Delaware corporation having an address of 105 Norton Street, Newark, New York 14513 ("*Grantor*"), and MANUFACTURERS AND TRADERS TRUST COMPANY, a New York banking corporation having an address of 255 East Avenue, Rochester, New York 14604 (the "*Lender*" and "*Secured Party*") (other capitalized terms being used herein with the meanings provided, or incorporated by reference, in the Trademark Security Agreement), is made by the undersigned.

WHEREAS, Grantor and the Secured Party have entered into a Fourth Amended and Restated Credit Facility Agreement, dated as of January 18, 2013 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "*Credit Agreement*"), pursuant to which, subject to the terms and conditions contained therein, the Lender is to make credit facilities available to the Grantor;

WHEREAS, pursuant to the provisions of the Trademark Security Agreement, the parties desire to amend Schedule A thereto to list rights obtained by Grantor in additional trademarks; and

WHEREAS, it is a condition precedent to the Secured Party's making credit facilities available to the Grantor under the Credit Agreement that the Grantor shall have executed and delivered this Supplement for the benefit of the Secured Party.

NOW, THEREFORE, the Grantor agrees, for the benefit of Secured Party, as follows:

1. In accordance with the Trademark Security Agreement, the undersigned by its signature below:

(a) agrees that Schedule A attached hereto shall be deemed to be a part of Schedule A thereto; and

(b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof.

2. The Grantor hereby represents and warrants that this Supplement has been duly authorized, executed and delivered by the undersigned and constitutes a legal, valid and binding obligation of the undersigned, enforceable against it in accordance with its terms.

3. Except as expressly supplemented hereby, the Trademark Security Agreement shall remain in full force and effect in accordance with its terms.

4. In the event any one or more of the provisions contained in this Supplement should be held invalid; illegal or unenforceable in any respect, the validity, legality and

enforceability of the remaining provisions contained herein and in the Trademark Security Agreement shall not in any way be affected or impaired.

5. Without limiting the provisions of the Credit Agreement (or any Loan Document, including the Trademark Security Agreement), the undersigned agrees to reimburse the Secured Party for its reasonable out-of-pocket expenses in connection with this Supplement, including reasonable attorneys' fees and expenses of the Secured Party.

6. This Supplement shall be deemed to be a contract made under and governed by the laws of the state of New York. This Supplement, the Trademark Security Agreement and the other related documents constitute the entire understanding among the parties hereto with respect to the subject matter hereof and thereof and supersede any prior agreements, written or oral, with respect thereto.

7. This Supplement hereby incorporates by reference the provisions of the Trademark Security Agreement, which provisions are deemed to be a part hereof, and this Supplement shall be deemed to be a part of the Trademark Security Agreement.

8. This Supplement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Signature Page Follows]

[Signature Page to Supplement to Trademark Security Agreement]

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

IEC ELECTRONICS CORP.

By: W. Barry Gilbert
W. Barry Gilbert
Chairman and Chief Executive Officer

ACKNOWLEDGED AND ACCEPTED BY:

MANUFACTURERS AND TRADERS TRUST COMPANY

By: _____
J. Theodore Smith
Vice President

14285760

TRADEMARK
REEL: 004947 FRAME: 0220

[Signature Page to Supplement to Trademark Security Agreement]

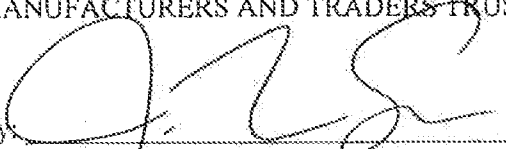
IN WITNESS WHEREOF, the undersigned has caused this Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

TEC ELECTRONICS CORP.

By: _____
W. Barry Gilbert
Chairman and Chief Executive Officer

ACKNOWLEDGED AND ACCEPTED BY:

MANUFACTURERS AND TRADERS TRUST COMPANY

By: 

J. Theodore Smith
Vice President

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This Schedule A is attached to, and terms used herein have the meanings given in, the Trademark Security Agreement Supplement dated as of January 18, 2013 to Trademark Security Agreement made by IEC Electronics Corp. ("*Grantor*") dated as of May 30, 2008.

U.S. Trademarks of Grantor

<u>Registration No.</u>	<u>Registered Owner</u>	<u>Mark</u>
4157411*	IEC Electronics Corporation	DRTL Logo
4131190	IEC Electronics Corp.	IEC Logo

* The name of the owner was incorrectly referenced in the trademark registered under registration number 4157411. A correction is being filed in the Patent and Trademark Office to correct the owner's name from IEC Electronics Corporation to IEC Electronics Corp., the corporation's correct legal name.