

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BELTRONICS USA INC.		10/07/2013	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	MONROE CAPITAL MANAGEMENT ADVISORS LLC
Street Address:	311 South Wacker Drive, Suite 6400
Internal Address:	c/o Monroe Capital LLC
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4388368	BELTRONICS
Registration Number:	1874533	SWINGMATE
Registration Number:	1493929	VECTOR
Registration Number:	2751133	AUTOSCAN
Registration Number:	3072536	BELTRONICS
Registration Number:	3406931	PERFORMANCE RULES
Registration Number:	1983085	VG-2 GUARD
Registration Number:	1765584	BEL

CORRESPONDENCE DATA

Fax Number: 8322393600
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 832-239-3838
 Email: aliou@jonesday.com, pcyngier@jonesday.com

CH \$215.00 4388368

Correspondent Name: H. ALBERT LIOU
Address Line 1: 717 Texas Avenue, Suite 3300
Address Line 2: JONES DAY
Address Line 4: HOUSTON, TEXAS 77002

ATTORNEY DOCKET NUMBER:	035613-600002-MONROE
NAME OF SUBMITTER:	H. Albert liou
Signature:	/H. Albert Liou/
Date:	10/10/2013

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of October 7, 2013, is made by BELTRONICS USA INC., an Illinois corporation (together with its successors and assigns, the "Grantor") and MONROE CAPITAL MANAGEMENT ADVISORS LLC, as administrative agent ("Administrative Agent"), for the benefit of the Lenders (as defined in the Credit Agreement referred to below):

RECITALS:

WHEREAS, Grantor is a party to that certain Credit Agreement dated as of the date hereof (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and among the Grantor, the other grantors named therein, the financial institutions from time to time party thereto (collectively, the "Lenders") and Administrative Agent, in which the Lenders have agreed to make certain Loans to Company.

WHEREAS, Grantor has agreed pursuant to that certain Guaranty and Collateral Agreement dated as of the date hereof in favor of Administrative Agent (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Collateral Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of Company under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises and agreements set forth herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor (intending to be legally bound) hereby agrees as follows:

1. Defined Terms. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement; provided, however, that the following terms shall have the meanings given them in the Guaranty and Collateral Agreement: "Company Obligations," "Grantor Obligations" and "Proceeds."

2. Grant of Security Interest. As collateral security for the prompt and complete payment when due (whether at the stated maturity, by acceleration or otherwise) of the Company Obligations and the Grantor Obligations, Grantor hereby pledges and grants to the Administrative Agent, for the ratable benefit of Lenders (and to the extent provided in the Guaranty and Collateral Agreement) their Affiliates, a continuing security interest in all right, title and interest of Grantor in and to all of the following that constitute Collateral, whether now existing or hereafter acquired:

(i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers now held or hereafter acquired by Grantor, any registration or recording of the foregoing or any thereof, and any application in connection therewith, including, without limitation, any such registration, recording, or application in the United States Patent and Trademark Office or in any similar office or agency of the United States, or any State thereof

(including, without limitation, those trademark registrations and applications listed on Exhibit A to this Agreement);

- (ii) all renewals of any of the foregoing;
- (iii) all rights to sue for past, present or future infringements of any of the foregoing;
- (iv) all good will of the business of the Grantor connected with and symbolized by any of the foregoing; and
- (v) all Proceeds of any and all of the foregoing.

1. Reference to Separate Agreements. This Agreement has been entered into by Grantor and the Administrative Agent primarily for recording purposes. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Administrative Agent (or, if and as applicable, Lenders) under and pursuant to the Credit Agreement (or the Guaranty and Collateral Agreement identified therein) but rather is intended to facilitate the exercise of such rights and remedies. Administrative Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement and the Credit Agreement (and the Guaranty and Collateral Agreement), all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Credit Agreement, the terms and provisions of the Credit Agreement shall govern.

2. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

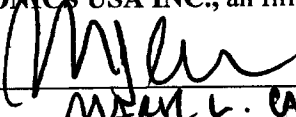
3. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned has duly executed this Trademark Security Agreement as of the date first written above.

GRANTOR:

BELTRONICS USA INC., an Illinois Corporation

By: 
Name: MICHAEL L. CANN
Title: VP CFO

[Signature Page to First Lien Trademark Security Agreement - Beltronics USA Inc.]

TRADEMARK
REEL: 005128 FRAME: 0939

AGREED AND ACCEPTED:

this 7th day of October, 2013

MONROE CAPITAL MANAGEMENT ADVISORS, LLC,

as Administrative Agent

By: 

Name: Jeffrey Cupples

Title: Vice President

[Signature Page to First Lien Trademark Security Agreement - Beltronics USA Inc.]

TRADEMARK
REEL: 005128 FRAME: 0940

EXHIBIT A

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS:

Mark Name	Country	Application Number	Application Date	Registration Number	Registration Date
BELTRONICS	Australia	1036377	12/30/2004	1036377	5/9/2005
BEL	Australia	1036378	12/30/2004	1036378	5/9/2005
BEL LOGO	Australia	547807	12/19/1990	547807	4/16/1993
BEL – TRONICS	Australia	547808	12/19/1990	547808	9/8/1993
BEL	Australia	505146	2/20/1989	505146	7/18/1991
BEL TRONICS	Benelux	823057	3/4/1994	551510	3/4/1994
BEL LOGO	Benelux	676591	8/6/1985	413474	6/10/1986
BEL TRONICS	Benelux	1182944	6/10/2009	864557	9/10/2009
BELTRONICS	Benelux	676592	8/6/1985	413475	6/10/1986
BEL	Benelux	1182945	6/10/2009	0864558	9/10/2009
BEL	Benelux	823059	3/4/1994	551512	3/4/1994
PERFORMANCE RULES	Canada	1305871	6/19/2006	TMA750046	10/14/2009
BELTRONICS (STANDARD CHARACTERS)	Canada	1469093	2/10/2010		
ADVANCED PROTECTION SYSTEM	Canada	0894493	10/23/1998	TMA543218	3/30/2001
BEL-TRONICS LIMITED	Canada	0769568	11/25/1994	TMA487402	12/23/1997
VG-2 GUARD	Canada	0770648	12/9/1994	TMA456010	3/22/1996
SHADOW TECHNOLOGY	Canada	0677557	3/7/1991	TMA396415	3/27/1992
BEL DESIGN	Canada	0544167	6/19/1985	TMA323398	2/6/1987
SIGNAL CONCENTRATOR	Canada	0503202	5/10/1983	TMA293733	8/3/1984
COMPUHETERODYNE	Canada	0491879	9/9/1982	TMA284130	10/14/1983
RSV-RADAR SIGNAL VERIFICATION	Canada	0645659	11/27/1989	TMA378963	1/25/1991
FMT-FUNDAMENTAL MIXER TECHNOLOGY	Canada	0645653	11/27/1989	TMA378962	1/25/1991
THE INTELLIGENT CHOICE	Canada	0597403	12/17/1987	TMA352043	2/24/1989
QUANTUM	Canada	0560821	4/15/1986	TMA326678	4/24/1987
MICRO EYE EXPRESS	Canada	0550580	10/10/1985	TMA326647	4/24/1987
VECTOR	Canada	0546793	7/25/1985	TMA325778	4/10/1987
QUICKDIAL	Canada	0775332	2/13/1995	TMA459999	7/5/1996
BELTRONICS	China	6703836	5/6/2008	6703836	9/28/2010
VECTOR	China	6703833	5/6/2008	6703833	6/7/2010

Mark Name	Country	Application Number	Application Date	Registration Number	Registration Date
PERFORMANCE RULES	China	6703834	5/6/2008	6703834	6/7/2010
BEL	China	6703835	5/6/2008		
BELTRONICS	Czech Republic	461545	8/14/2008	304126	3/3/2009
VECTOR	Czech Republic	461546	8/14/2008	313240	7/21/2010
VECTOR EUROPA	European Union	1058288	1/29/1999	1058288	4/10/2000
BELTRONICS VECTOR	Hong Kong	301463463	11/2/2009	301463463	3/12/2010
BELTRONICS	Hong Kong	301067157	3/7/2008	301067157	9/9/2008
BEL	Hong Kong	301067166	3/7/2008	301067166	3/7/2008
PERFORMANCE RULES	Hong Kong	301067184	3/7/2008	301067184	9/17/2008
BELTRONICS	India	2190165	8/12/2011		
VECTOR	India	2190164	8/12/2011		
BELTRONICS	New Zealand	723749	1/11/2005	723749	7/14/2005
BEL & Device	New Zealand	723750	1/11/2005	723750	7/14/2005
BEL	New Zealand	723352	12/23/2004	723352	6/23/2005
BELTRONICS	New Zealand	723353	12/23/2004	723353	6/23/2005
BELTRONICS	Taiwan	100038604	7/29/2011	1528699	7/16/2012
BELTRONICS (STANDARD CHARACTERS)	United States	77/846,331	10/12/2009	4,388,368	08/20/2013
SWINGMATE	United States	74/291,476	7/6/1992	1,874,533	1/17/1995
VECTOR	United States	73/562,563	10/11/1985	1,493,929	6/28/1988
AUTOSCAN	United States	76/341,057	11/21/2001	2,751,133	8/12/2003
BELTRONICS	United States	76/610,758	9/10/2004	3,072,536	3/28/2006
PERFORMANCE RULES	United States	78/776,093	12/19/2005	3,406,931	4/1/2008
VG-2 GUARD	United States	74/607,674	12/6/1994	1,983,085	6/25/1996
BEL LOGO	United States	73/424846	5/6/1983	1765584	4/20/1993