

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
LCR Electronics, Inc.		12/04/2013	CORPORATION: PENNSYLVANIA

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: 4

Property Type	Number	Word Mark
Registration Number:	3606558	LCR ELECTRONICS, INC.
Registration Number:	2569140	LCR ELECTRONICS, INC.
Registration Number:	2542351	LCR
Registration Number:	2611414	LCR ELECTRONICS

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.

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:	4975.149
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OP \$115.00 3606558

NAME OF SUBMITTER:	Sharon Patterson
Signature:	/sharon patterson/
Date:	12/04/2013
Total Attachments: 5 source=10. Trademark Agreement#page1.tif source=10. Trademark Agreement#page2.tif source=10. Trademark Agreement#page3.tif source=10. Trademark Agreement#page4.tif source=10. Trademark Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 4, 2013, by the undersigned ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as administrative agent ("Agent") for Lenders (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of even date herewith by and among ASTRODYNE 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 certain affiliates of Grantor;

WHEREAS, Agent and Grantor are parties to that certain Amended and Restated 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.

LCR ELECTRONICS, INC., a Pennsylvania corporation

By: 
Name: Peter Kaczmarek
Title: President and Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,
as Agent

By: _____
Name: _____
Title: _____

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 005166 FRAME: 0770

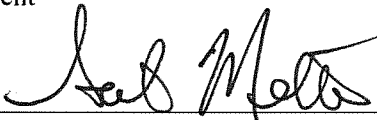
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

LCR ELECTRONICS, INC., a Pennsylvania corporation

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,
as Agent

By:  _____
Name: Sunil Mehta
Title: Senior Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Grantor	Jurisdiction	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
LCR Electronics, Inc.	United States	77/149140	3606558	04/05/2007	04/14/2009
LCR Electronics, Inc.	United States	76/019340	2569140	04/06/2000	05/14/2002
LCR Electronics, Inc.	United States	76/015056	2542351	12/04/2001	02/26/2002
LCR Electronics, Inc.	United States	76/015057	2611414	03/31/2000	08/27/2002