

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM306105

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Electrical Components International, Inc.		05/30/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	101 N. Tryon Street		
Internal Address:	5th Floor		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1691163	WIREKRAFT	
Registration Number:	1713207	BURCLIFF INDUSTRIES	
Registration Number:	3407344	E ECI	
CORRESPONDENCE DATA			
Fax Number:	2128594000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-859-8000		
Email:	teas@ffhsj.com,jason.greenberg@friedfrank.com		
Correspondent Name:	Jason Greenberg		
Address Line 1:	One New York Plaza		
Address Line 2:	Fried Frank LLP		
Address Line 4:	New York, NEW YORK 10004		
ATTORNEY DOCKET NUMBER:	33748-46 GREENBERG		
NAME OF SUBMITTER:	Jason Greenberg		
SIGNATURE:	/JG/		
DATE SIGNED:	05/30/2014		
Total Attachments: 4			

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Notice of Grant of Security Interest in United States Trademarks

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Electrical Components International, Inc., a Delaware corporation (the "Grantor"), hereby grants to Bank of America, N.A., as Collateral Agent, (the "Grantee"), a security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (i) each United States trademark, trademark registration and trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including each Trademark, Trademark Registration and Trademark Application referred to in Schedule A hereto; and
- (ii) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark or Trademark registration, including any Trademark listed on Schedule A hereto, or for injury to the goodwill associated with any Trademark or Trademark registration.

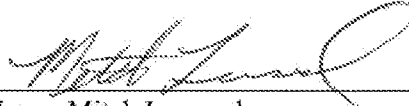
THIS GRANT is granted in conjunction with the security interests granted to the Grantee pursuant to the Pledge and Security Agreement among the Grantor, the Grantee and certain other parties dated as of May 30, 2014, as amended, modified or supplemented from time to time (the "Pledge and Security Agreement"). The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to the Pledge and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING, WITHOUT LIMITATION, SECTION 5.1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

This Agreement may be executed in counterparts (by telecopy or other electronic imaging), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the 30th day of May, 2014.

ELECTRICAL COMPONENTS
INTERNATIONAL, INC., as Grantor

By: 
Name: Mitch Leonard
Title: Chief Financial Officer

BANK OF AMERICA, N.A., as Collateral Agent,
as Grantee

By: Cindy Jordan
Name: Cindy Jordan
Title: Assistant Vice President

[Signature Page to Notice of Grant of Security Interest in United States Trademarks]

TRADEMARK
REEL: 005291 FRAME: 0816

Schedule A to Notice of Grant of Security Interest in United States Trademarks

TRADEMARKS

Registration No.	Country	Issue Date	Mark	Owner
1,691,163	United States	09-June-1992	WIREKRAFT	Electrical Components International, Inc.
1,713,207	United States	08-September- 1992	BURCLIFF INDUSTRIES	Electrical Components International, Inc.
3,407,344	United States	01-April-2008	E ECI & DESIGN	Electrical Components International, Inc.

TRADEMARK APPLICATIONS

None.