

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM320624

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CITIBANK JAPAN LTD.		08/20/2013	COMPANY:
RECEIVING PARTY DATA			
Name:	NIPPON CONLUX CO., LTD.		
Street Address:	3-8, CHIYODA 5-CHOME		
Internal Address:	SAKADO-SHI		
City:	SAITAMA		
State/Country:	JAPAN		
Entity Type:	COMPANY: JAPAN		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1565571	CONLUX	
Registration Number:	1805826	CONLUX	
Registration Number:	2072910	CONLUX	
Registration Number:	2082669	CONLUX	
Registration Number:	4112617	MCM5	
CORRESPONDENCE DATA			
Fax Number:	2149783099		
<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:	(214) 978-3000		
Email:	angela.young@bakermckenzie.com		
Correspondent Name:	BAKER & MCKENZIE LLP		
Address Line 1:	2001 ROSS AVE., SUITE 2300		
Address Line 4:	DALLAS, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	22254078-000002		
NAME OF SUBMITTER:	Justin Welch		
SIGNATURE:	/Justin Welch/		
DATE SIGNED:	10/20/2014		
Total Attachments: 41			
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EXECUTION VERSION

DATED 20 AUGUST 2013

CITIBANK JAPAN LTD.
AS THE SECURITY AGENT

IN FAVOUR OF

NIPPON CONLUX CO., LTD.
MEI, INC.

AND

THE COMPANIES SPECIFIED IN THIS DEED
AS THE OBLIGORS

GLOBAL DEED OF RELEASE

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THIS DEED OF RELEASE is made by way of deed on 20 August 2013 between:

- (1) **CITIBANK JAPAN LTD.** (originally Citibank N.A., Tokyo Branch) acting in its name and as security agent and trustee for the Secured Parties on the terms and conditions set out in the Security Agency Agreement (the "**Security Agent**");

in favour of:

- (2) **NIPPON CONLUX CO., LTD.** (the "**Japan Obligors' Agent**");
- (3) **MEI, INC.** (the "**US Obligors' Agent**"); and
- (4) **THE COMPANIES** listed in Schedule 1 (*Obligors*) (the "**Obligors**").

IT IS AGREED as follows:

1. **DEFINITIONS AND INTERPRETATION**

1.1 **Definitions**

In this Deed:

"**BC/AP Liabilities**" has the meaning given to it in the Payoff Letter.

"**Effective Time**" means the time at which the last of the following occurs:

- (a) the USD Senior Prepayment Amount is received in the account of the Senior Agent in fully cleared funds for value on the Senior Settlement Date in accordance with the Payoff Letter;
- (b) the JPY Senior Prepayment Amount is received in the account of the Senior Agent in fully cleared funds for value on the Senior Settlement Date in accordance with the Payoff Letter; and
- (c) the Mezzanine Prepayment Amount is received in the account of the Mezzanine Agent in fully cleared funds for value on the Mezzanine Settlement Date in accordance with the Payoff Letter.

"**English Law Security Documents**" means each of the "English Law Security Documents" listed in Part A of Schedule 2 (*Security Documents*), as amended, modified or supplemented from time to time.

"**Final Mezzanine Settlement Amount**" has the meaning given to it in the Payoff Letter.

"**Final Senior Settlement Amount**" has the meaning given to it in the Payoff Letter.

"**French Law Security Document**" means the "French Law Security Document" listed in Part B of Schedule 2 (*Security Documents*), as amended, modified or supplemented from time to time.

"Hong Kong Law Security Document" means the "Hong Kong Law Security Document" listed in Part C of Schedule 2 (*Security Documents*), as amended, modified or supplemented from time to time.

"Intended Settlement Date" has the meaning given to it in the Payoff Letter.

"Intercreditor Agreement" means the intercreditor agreement dated 19 June 2006 between, *inter alia*, the Obligor Agents, the Senior Agent, the Security Agent, the Mezzanine Agent and certain entities named therein as the senior lenders, hedging banks, mezzanine lenders and borrowers as amended from time to time and amended and restated on 9 April 2010.

"Japanese Law Security Documents" means each of the "Japanese Law Security Documents" listed in Part D of Schedule 2 (*Security Documents*), in each case, as amended, modified or supplemented from time to time.

"JPY Senior Prepayment Amount" means, as at the Senior Settlement Date, the total amount to be paid by the Borrowers in satisfaction of all JPY denominated amounts then outstanding forming part of the Final Senior Settlement Amount.

"Mexican Law Security Documents" means each of the "Mexican Law Security Documents" listed in Part E of Schedule 2 (*Security Documents*), in each case, as amended, modified or supplemented from time to time.

"Mezzanine Prepayment Amount" means, as at the Mezzanine Settlement Date, the total amount to be paid by the Borrowers in satisfaction of the Final Mezzanine Settlement Amount.

"Mezzanine Settlement Date" has the meaning given to it in the Payoff Letter.

"Obligor Agent" means each of Japan Obligors' Agent and US Obligors' Agent and **"Obligor Agents"** shall mean both of them together.

"Payoff Letter" means the letter dated on or about the same date as this Deed from the Senior Agent and the Mezzanine Agent to MEI Conlux Holdings (Japan), Inc. and MEI Conlux Holdings (US), Inc., and agreed and acknowledged, amongst others, by the Security Agent.

"Security Document" means each of the English Law Security Documents, French Law Security Document, Hong Kong Law Security Documents, Japanese Law Security Documents, Mexican Law Security Documents, Swiss Law Security Documents and US Law Security Documents and any other Transaction Security Document (as defined in the Senior Facilities Agreement) not otherwise listed in Schedule 2 (*Security Documents*).

"Senior Facilities Agreement" means the Senior Facilities Agreement dated 16 June 2006 (as amended from time to time and amended and restated on 9 April 2010) between, *inter alia*, the Obligor Agents, Citibank Japan Ltd. as Administrative Agent and Security Agent and the financial institutions named therein as the lenders.

"Senior Settlement Date" has the meaning given to it in the Payoff Letter.

"Swiss Law Security Document" means each of the "Swiss Law Security Documents" listed in Part F of Schedule 2 (*Security Documents*), in each case, as amended, modified or supplemented from time to time.

"US Law Security Documents" means each of the "US Law Security Documents" listed in Part G of Schedule 2 (*Security Documents*), in each case, as amended, modified or supplemented from time to time.

"USD Senior Prepayment Amount" means, as at the Senior Settlement Date, the total amount to be paid by the Borrowers in satisfaction of all USD denominated amounts then outstanding forming part of the Final Senior Settlement Amount.

1.2 Terms defined in this Deed

Unless defined in this Deed or the context otherwise requires, a term defined in the Senior Facilities Agreement, the Intercreditor Agreement or, to the extent applicable, in any Security Document has the same meaning in this Deed or any notice given under or in connection with this Deed.

1.3 Construction

Clauses 1.2 (*Construction*) and 1.3 (*Currency, Symbols and Definitions*) of the Senior Facilities Agreement will apply as if incorporated in this Deed or in any notice given under or in connection with this Deed.

1.4 Third party rights:

- (a) Unless expressly provided to the contrary in this Deed a person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**") or otherwise to enforce or to enjoy the benefit of any term of this Deed. Notwithstanding the preceding sentence, the Obligors may rely on and enforce the terms of this Deed.
- (b) Notwithstanding any term of this Deed, the consent of any person who is not a party to this Deed is not required to rescind or vary this Deed at any time.

2. EFFECTIVE TIME

2.1 Prior to the Intended Settlement Date:

- (a) the Senior Agent shall notify the Obligor Agents (with a copy to the Security Agent) of the USD Senior Prepayment Amount and the JPY Senior Prepayment Amount relating to the Senior Finance Documents; and
- (b) the Mezzanine Agent shall notify the Obligor Agents (with a copy to the Senior Agent and the Security Agent) of the Mezzanine Prepayment Amount relating to the Mezzanine Finance Documents,

in each case, in accordance with the Payoff Letter.

- 2.2 Promptly following the Effective Time, the Senior Agent shall confirm to the Obligor Agents receipt of each of the USD Senior Prepayment Amount and the JPY Senior Prepayment Amount, and the Mezzanine Agent shall confirm to the Obligor Agents receipt of the Mezzanine Prepayment Amount.
- 2.3 Unless (a) otherwise agreed in writing between each of the Security Agent and the Obligor Agents or (b) the Payoff Letter is supplemented by the Senior Agent and/or Mezzanine Agent with one or more additional repayment date(s) falling after 1 Business Day after the Intended Settlement Date in accordance with paragraphs 4 to 7 of the Payoff Letter, this Deed shall automatically terminate, none of the Security referred to herein shall be released or discharged and all such Security shall remain in full force and effect, if the Effective Time does not occur on (i) the Intended Settlement Date (or on any date falling within 1 Business Day after the Intended Settlement Date as set out in the Payoff Letter) or (ii) (in the case of paragraph (b) above) any such additional repayment date(s) as set out in the supplement(s) to the Payoff Letter.

3. **GENERAL RELEASE**

With effect at the Effective Time, the Security Agent on behalf of the Secured Parties without recourse, representation or warranty hereby irrevocably and unconditionally:

- (a) releases and discharges all of the property, assets and undertaking of each of the Obligors from all Security constituted under the Security Documents to which it is a party;
- (b) reassigns and retransfers to the applicable Obligor all of the rights, interests and title to all property, assets and undertaking of each of the Obligors assigned to the Security Agent or the Secured Parties by or pursuant to the Security Documents to which it is a party;
- (c) consents to each Obligor giving notice of (i) that reassignment on its behalf to any person to whom notice of the assignment of any property, assets and undertaking assigned to the Security Agent or the Secured Parties by or pursuant to the Security Documents was served and (ii) release of the Security constituted by the Security Documents to which it is a party on its behalf;
- (d) authorises the Obligors and any of their respective authorised representatives to file any applicable termination or discharge documents with respect to any registrations filed against such Obligor in connection with the Security Documents to which it is a party;
- (e) releases each Obligor from all present and future, actual or contingent obligations, liabilities, undertakings, covenants or restrictions (and including any liability to any other Obligor by way of contribution or indemnity under the Senior Finance Documents or Mezzanine Finance Documents) contained in the Senior Finance Documents, the Mezzanine Finance Documents (other than in respect of the BC/AP Liabilities), any Security Documents or in the Intercreditor Agreement and all such documents are hereby terminated; and

- (f) agrees that it will promptly on the same business day as the Effective Time return to the relevant Parent (or as it may otherwise direct) any share certificates, stock transfer forms, other documents of title (or equivalent documents), promissory notes, note powers and any other possessory collateral held by it in relation to the Security Documents to which it is a party.

4. **RELEASE OF FRENCH LAW SECURITY DOCUMENT**

- (a) At and from the Effective Time, the Security Agent irrevocably, and unconditionally releases and cancels the Security constituted by the French Law Security Document and the French Law Security Document shall be terminated.
- (b) At the Effective Time, the Security Agent allows MEI France SAS to (i) record in its transfer register (*registre de mouvement de titres*) and corresponding shareholder's account (*compte d'actionnaire*) that the French Law Security Document has been released and agrees to the transfer of the securities of MEI France SAS to a securities account other than the pledged account and (ii) if applicable, notify the holder of the cash proceeds account of such release.

5. **RELEASE OF JAPANESE LAW SECURITY DOCUMENTS**

- (a) At and from the Effective Time, the Security Agent irrevocably and unconditionally terminates all of the Japanese Law Security Documents and confirms that the Security constituted by the Japanese Law Security Documents has been released or cancelled or ceases to exist.
- (b) Promptly following the Effective Time, the Security Agent completes the procedures, including any registrations and notifications, and deliver the documents as set forth in Schedule 3 (*List of Japanese Release Procedures and Documents*);

6. **RELEASE OF MEXICAN LAW SECURITY DOCUMENTS**

- (a) At and from the Effective Time, the Security Agent irrevocably and unconditionally releases and cancels the Security constituted by the Mexican Law Security Documents and the Mexican Law Security Documents shall be terminated.
- (b) Promptly following the Effective Time:
 - (i) the Security Agent shall provide release letters substantially in the terms of Schedule 4 (*Mexican Release Documents*) hereto, and shall execute specific release instruments for each of the Mexican Law Security Documents as reasonably requested by the relevant Obligor;
 - (ii) the Security Agent irrevocably and unconditionally undertakes to deliver to MEI Inc, the certificates representing the pledged equity parts of MEI Querétaro, S. de R.L. de C.V., created

through the Pledge Agreement entered by and between the Security Agent and MEI Inc., on March 26, 2010. Furthermore, the Security Agent irrevocably and unconditionally authorizes MEI Querétaro, S. de R.L. de C.V., to cancel any entries in their partners registry book evidencing the collateral created over the equity parts under the aforementioned pledge agreement;

- (iii) the Security Agent irrevocably and unconditionally undertakes to deliver to MEI de Mexico, LLC., the certificates representing the pledged equity parts of MEI Querétaro, S. de R.L. de C.V., created through the Pledge Agreement entered by and between the Security Agent and MEI de Mexico, LLC., on March 26, 2010. Furthermore, the Security Agent irrevocably and unconditionally authorizes MEI Querétaro, S. de R.L. de C.V., to cancel any entries in their partners registry book evidencing the collateral created over the equity parts under the aforementioned pledge agreement;
- (iv) the Security Agent irrevocably and unconditionally undertakes to appear, through an authorized representative, before a Notary Public in Mexico City to unilaterally release and cancel, without any restriction or limitation whatsoever, the mortgage granted by MEI Querétaro, S. de R.L. de C.V., by means of public deed 53,332, granted on June 21, 2006, by Mr. Ignacio Soto Sobreyra y Silva, Notary Public 13 for the Federal District. The Security Agent irrevocably and unconditionally undertakes to deliver to MEI Querétaro, S. de R.L. de C.V a true copy of the public deed on the cancellation and release of the mortgage, and irrevocably and unconditionally undertakes to cause such cancellation and release to be filed before the Public Registry of Property of the State of Querétaro; and
- (v) the Security Agent irrevocably and unconditionally undertakes to appear, through an authorized representative, before a Notary Public in Mexico City to unilaterally release and cancel, without any restriction or limitation whatsoever, the acknowledgment to grant a mortgage and floating lien granted by MEI Querétaro, S. de R.L. de C.V., by means of public deed 53,331, granted on June 21, 2006, by Mr. Ignacio Soto Sobreyra y Silva, Notary Public 13 for the Federal District. The Security Agent irrevocably and unconditionally undertakes to deliver to MEI Querétaro, S. de R.L. de C.V a true copy of the public deed on the cancellation and release of the acknowledgment to grant a mortgage and a floating lien, and irrevocably and unconditionally undertakes to cause such cancellation and release to be filed before the Public Registry of Property of the State of Querétaro and before the Public Registry of Commerce; and
- (vi) the Security Agent irrevocably and unconditionally undertakes to appear, through an authorized representative, before a Notary Public in Mexico City to unilaterally release and cancel, without any restriction or limitation whatsoever, the floating lien granted

by MEI Querétaro, S. de R.L. de C.V., by means of public deed 53,333, granted on June 21, 2006, by Mr. Ignacio Soto Sobreyra y Silva, Notary Public 13 for the Federal District. The Security Agent irrevocably and unconditionally undertakes to deliver to MEI Querétaro, S. de R.L. de C.V a true copy of the public deed on the cancellation and release of the floating lien, and irrevocably and unconditionally undertakes to cause such cancellation and release to be filed before the Public Registry of Commerce.

7. **RELEASE OF SWISS LAW SECURITY DOCUMENTS**

- (a) At and from the Effective Time, the Security Agent, acting for itself and as agent and on trust of the Secured Parties within the meaning of the Swiss Law Security Documents, irrevocably and unconditionally releases and cancels the Security constituted by the Swiss Law Security Documents and the Swiss Law Security Documents shall be terminated. Further, at and from the Effective Time, the Security Agent reassigns to MEI Inc.:
 - (i) the Receivables as defined under Clause 1 of the Receivables Assignment Agreement dated June 19, 2006 entered into between MEI Inc. and the Security Agent; and
 - (ii) the Bank Accounts as defined under Clause 1 of the Assignment of Bank Accounts dated June 19, 2006 entered into between MEI Inc. and the Security Agent ("**Assignment of Bank Accounts**").
- (b) Promptly following the Effective Time, MEI Inc. shall give notice of (i) the release of the Security constituted by the Assignment of Bank Accounts and (ii) the reassignment to MEI Inc. of each and every Bank Accounts assigned to the Security Agent pursuant to the Assignment of Bank Accounts. Said notices must be addressed to each of the Account Banks as defined under Clause 1 of the Assignment of Bank Accounts, namely [REDACTED]

8. **RELEASE OF US LAW SECURITY DOCUMENTS**

- (a) At and from the Effective Time, the Security Agent irrevocably and unconditionally releases and cancels the Security constituted by the US Law Security Documents and the US Law Security Documents shall be terminated.
- (b) Promptly following the Effective Time, the Security Agent irrevocably and unconditionally undertakes to deliver to each applicable Obligor party to the US Law Security Documents, executed intellectual property security agreement releases for filing in the US Patent and Trademark Office, UCC-3 termination statements, account control agreement termination notices, and such other instruments of release and discharge pertaining to the US Law Security Documents in any of the property, of such Obligor as such Obligor may reasonably request to effectuate, or

reflect of public record, the release and discharge of all such security interests and liens, and the Security Agent irrevocably and unconditionally authorises each such Obligor, on behalf of the Security Agent, to file, record or register such releases or other instruments of release and discharge or deliver them to any person to evidence the termination and release of such security interests and liens as aforesaid, and irrevocably and unconditionally undertakes promptly after the Effective Time to:

- (i) deliver or return to the Obligor Agents (or any of their representatives) any other collateral in possession of the Security Agent or any Lender; and
- (ii) deliver such other termination statements or documents as the Obligor Agents may from time to time reasonably request to effectuate, or reflect of public record, the release and discharge of such security interests and liens.

9. FURTHER ASSURANCE

The Security Agent agrees that it will do all things and execute all deeds, documents, memoranda, agreements or instruments as may reasonably be necessary to give effect to this Deed, including, without limitation, executing any further release necessary or advisable under any applicable law to give effect to the provisions of this Deed, in each case at the request and at the cost and expense of the relevant Obligor.

10. COSTS AND EXPENSES

Each Obligor shall, in accordance with the Payoff Letter, on or prior to the Effective Time, pay (or procure the payment to) the Senior Agent, the Mezzanine Agent and/or the Security Agent the amount of all costs and expenses (including legal fees) reasonably incurred by any of them in connection with the negotiation, preparation, printing, execution and perfection of this Deed and any other documents referred to in this Deed.

11. MISCELLANEOUS

- (a) If any provision of this Deed is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.
- (b) This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

12. GOVERNING LAW

This Deed and all non-contractual obligations arising out of or in connection with it are governed by English law, provided that:

- (a) Clause 4 (*Release of French Law Security Document*) shall be governed by the laws of France;
- (b) Clause 5 (*Release of Japanese Law Security Documents*) shall be governed by the laws of Japan;
- (c) Clause 6 (*Release of Mexican Law Security Documents*) shall be governed by the laws of Mexico;
- (d) Clause 7 (*Release of Swiss Law Security Documents*) shall be governed by the laws of Switzerland; and
- (e) Clause 8 (*Release of US Law Security Documents*) shall be governed by the laws of the New York.

13. **JURISDICTION**

The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed).

THIS DEED has been executed as a deed by the parties and is intended to be and is hereby delivered on the date specified above.

**SCHEDULE 1
OBLIGORS**

Obligors

MEI Conlux Holdings (Japan), Inc.

Nippon Conlux Co., Ltd.

Conlux Matsumoto Co., Ltd.

MEI Servicios LLC

MEI de Mexico LLC

MEI Queretaro, S. de R. L. de C.V.

MEI Conlux Holdings (US), Inc.

MEI, Inc.

MEI UK International, Ltd.

MEI Australia, LLC

Netherlands Integral Investments B.V.

Bain Capital MEI (H.K.) Limited

Advantage Partners MBI Fund III Private Equity Investment Limited Partnership

AP Cayman Partners I, L.P.

AP MC Fund-I, L.P.

AP Cayman Partners I-B, L.P.

Advantage Partners Investment Partnership No. 20

AP MC Fund LPA

Advantage Partners Investment Partnership No. 20 B

AP MC Fund LPA (AP MC Fund-J)

AP6 Co., Ltd.

MEI Acquisition Corp.

SCHEDULE 2 SECURITY DOCUMENTS

Part A - English Law Security Documents

1. Security over Shares Agreement dated 19 June 2006 between MEI Acquisition Corp. and the Security Agent.
2. Debenture dated 19 June 2006 between MEI UK International, Ltd. and the Security Agent.

Part B – French Law Security Document

1. Pledge Agreement relating to the shares in MEI France SAS between, amongst others, MEI UK International, Ltd. and the Security Agent.

Part C – Hong Kong Law Security Documents

1. Share Charge dated 8 June 2012 between MEI, Inc. and the Security Agent.

Part D – Japanese Law Security Documents

1. Blanket Pledge over Shares in MEI Conlux Holdings (Japan) Inc. dated 16 June 2006.
2. Blanket Pledge over Shares in AP6 Co. Ltd dated 16 June 2006.
3. Blanket Pledge over Shares in Conlux Matsumoto Co., Ltd. dated 26 June 2006.
4. Blanket Pledge over Shares in MEI Conlux Holdings (Japan), Inc. dated 12 April 2010.
5. (Blanket Pledge) over Shares in MEI Conlux Holdings (Japan), Inc. dated 19 December 2012.
6. Blanket Pledge over Investment Securities held by Nippon Conlux Co., Ltd. dated 3 July 2006.
7. Blanket Pledge over Investment Securities held by Conlux Matsumoto Co., Ltd. dated 3 July 2006.
8. (Blanket) Mortgage over Real Properties dated 3 July 2006.
9. Security Assignment of Floating Movable Assets (Inventory) (Nippon Conlux) dated 19 July 2006.
10. Conditional Security Assignment of Floating Movable Assets (Inventory) (Nippon Conlux) dated 21 July 2006.
11. Security Assignment of Settlement Amount (Floating Movable Assets/Inventory) (Nippon Conlux) dated 21 July 2006.
12. Security Assignment of Floating Movable Assets (Inventory) (Conlux Matsumoto) dated 19 July 2006.

13. Conditional Security Assignment of Floating Movable Assets (Inventory) (Conlux Matsumono) dated 21 July 2006.
14. Security Assignment of Settlement Amount (Floating Movable Assets/Inventory) (Conlux Matsumoto) dated 21 July 2006.
15. Security Assignment of Trading Receivables (Nippon Conlux) dated 3 July 2006.
16. Conditional Security Assignment of Trade Receivables (Nippon Conlux) dated 6 July 2006.
17. Security Assignment of Settlement Amount (Trade Receivables) (Nippon Conlux) dated 6 July 2006.
18. Security Assignment of Trading Receivables (Conlux Matsumoto) dated 3 July 2006.
19. Conditional Security Assignment of Trade Receivables (Conlux Matsumoto) dated 6 July 2006.
20. Security Assignment of Settlement Amount (Trade Receivables) (Conlux Matsumoto) dated 6 July 2006.
21. Security Assignment of Commercial Bills (Nippon Conlux) dated 22 December 2011.
22. Conditional Security Assignment of Commercial Bills (Nippon Conlux) dated 22 December 2011.
23. Security Assignment of Settlement Amount (Commercial Bills) (Nippon Conlux) dated 22 December 2011.
24. Security Assignment of Commercial Bills (Conlux Matsumoto) dated 22 December 2011.
25. Conditional Security Assignment of Commercial Bills (Conlux Matsumoto) dated 22 December 2011.
26. Security Assignment of Settlement Amount (Commercial Bills) (Conlux Matsumoto) dated 22 December 2011.
27. Agreement concerning Creation of (Blanket) Pledge over Patent Rights, etc. dated 19 July 2006.
28. Agreement concerning Creation of (Blanket) Pledge over Trademark Rights dated 19 July 2006.
29. (Blanket) Pledge over Leasehold dated 12 March 2013.
30. Blanket Pledge over Bank Account(s) (Accounts in Citibank, N.A./Nippon Conlux) dated 19 July 2006.

31. Blanket Pledge over Bank Account(s) (Accounts in Citibank Japan Ltd./Conlux Matsumoto) dated 22 December 2011.
32. Blanket Pledge over Bank Account(s) (Accounts in Other Bank(s)/Nippon Conlux) dated 19 July 2006.
33. Blanket Pledge over Bank Account(s) (Accounts in Other Bank(s)/Conlux Matsumoto) dated 19 July 2006.
34. Blanket Pledge over Bank Account(s) (Accounts in Other Bank(s)/Japan Parent) dated 12 April 2010.
35. Blanket Pledge over Bank Account(s) (Accounts in Other Bank(s)/US Borrower) dated 12 April 2010.
36. Security Assignment of Movable Assets (Plant Machinery) (Nippon Conlux) dated 18 August 2006.
37. Conditional Security Assignment of Movable Assets (Plant Machinery) (Nippon Conlux) dated 21 August 2006.
38. Security Assignment of Movable Assets (Plant Machinery) (Nippon Conlux) dated 21 August 2006.
39. Security Assignment of Movable Assets (Plant Machinery) (Conlux Matsumoto) dated 18 August 2006.
40. Conditional Security Assignment of Movable Assets (Plant Machinery) (Conlux Matsumoto) dated 21 August 2006.
41. Security Assignment of Movable Assets (Plant Machinery) (Conlux Matsumoto) dated 21 August 2006.
42. Blanket Pledge over Multi-asset Trust Beneficiary Right dated 30 April 2009.
43. (Blanket) Pledge over Loan Receivable dated 18 August 2008.
44. (Blanket) Pledge over Loan Receivable dated 21 November 2008.
45. Additional (Blanket) Pledge over Loan Receivable dated 16 February 2012.
46. (Blanket) Pledge over Loan Receivable dated 16 February 2012.
47. Certificate of Delivery of Individual Security dated 20 February 2012.

Part E – Mexican Law Security Documents

1. Pledge Agreement of Capital Parts in MEI Queretaro, S. de R.L. de C.V dated 26 March 2010 between MEI Inc. and the Security Agent.
2. Pledge Agreement of Capital Parts in MEI Queretaro, S. de R.L. de C.V dated 26 March 2010 between MEI de Mexico LLC and the Security Agent.

3. Public Instrument 53,331 containing the acknowledgement to Pledge over Machinery, Equipment, Rights and Receivables and to Mortgage dated 21 June 2006 between MEI Queretaro, S. de R.L. de C.V and Citibank N.A. Tokyo Branch as the previous security agent.
4. Public Instrument 53,332 containing the Mortgage Agreement dated 21 June 2006 between MEI Queretaro, S. de R.L. de C.V and Citibank N.A. Tokyo Branch as the previous security agent.
5. Public Instrument 53,333 containing the Pledge Agreement over Machinery, Equipment, Rights and Receivables dated 21 June 2006 between MEI Queretaro, S. de R.L. de C.V and Citibank N.A. Tokyo Branch as the previous security agent.

Part F – Swiss Law Security Documents

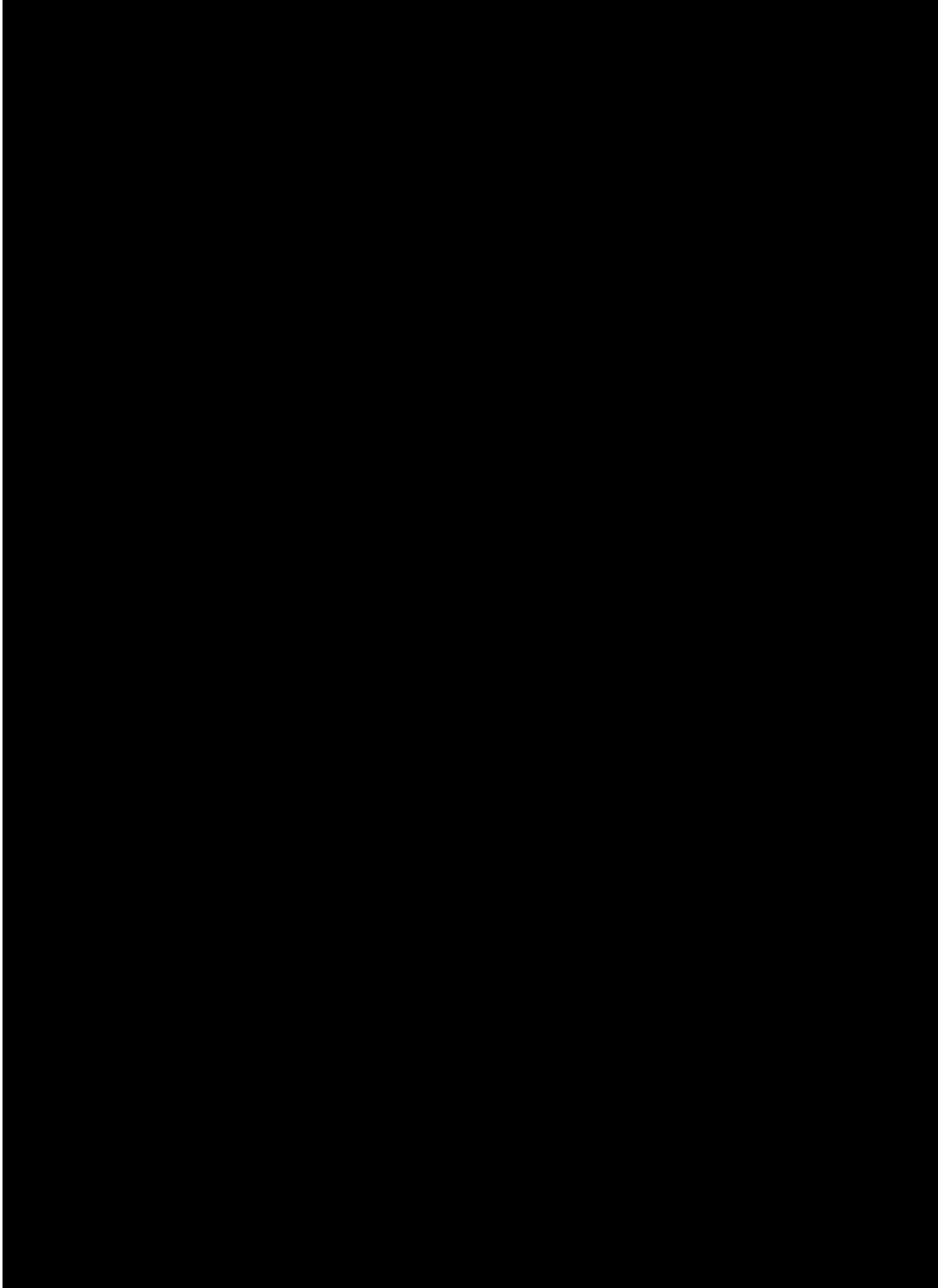
1. Receivables Assignment Agreement dated 19 June 2006 between, MEI Inc. and the Security Agent.
2. Assignment of Bank Accounts in the Name of MEI Inc., Wilmington, Delaware, Succursale de PLAN-LES-OUATES dated 19 June 2006 between, MEI Inc. and the Security Agent.

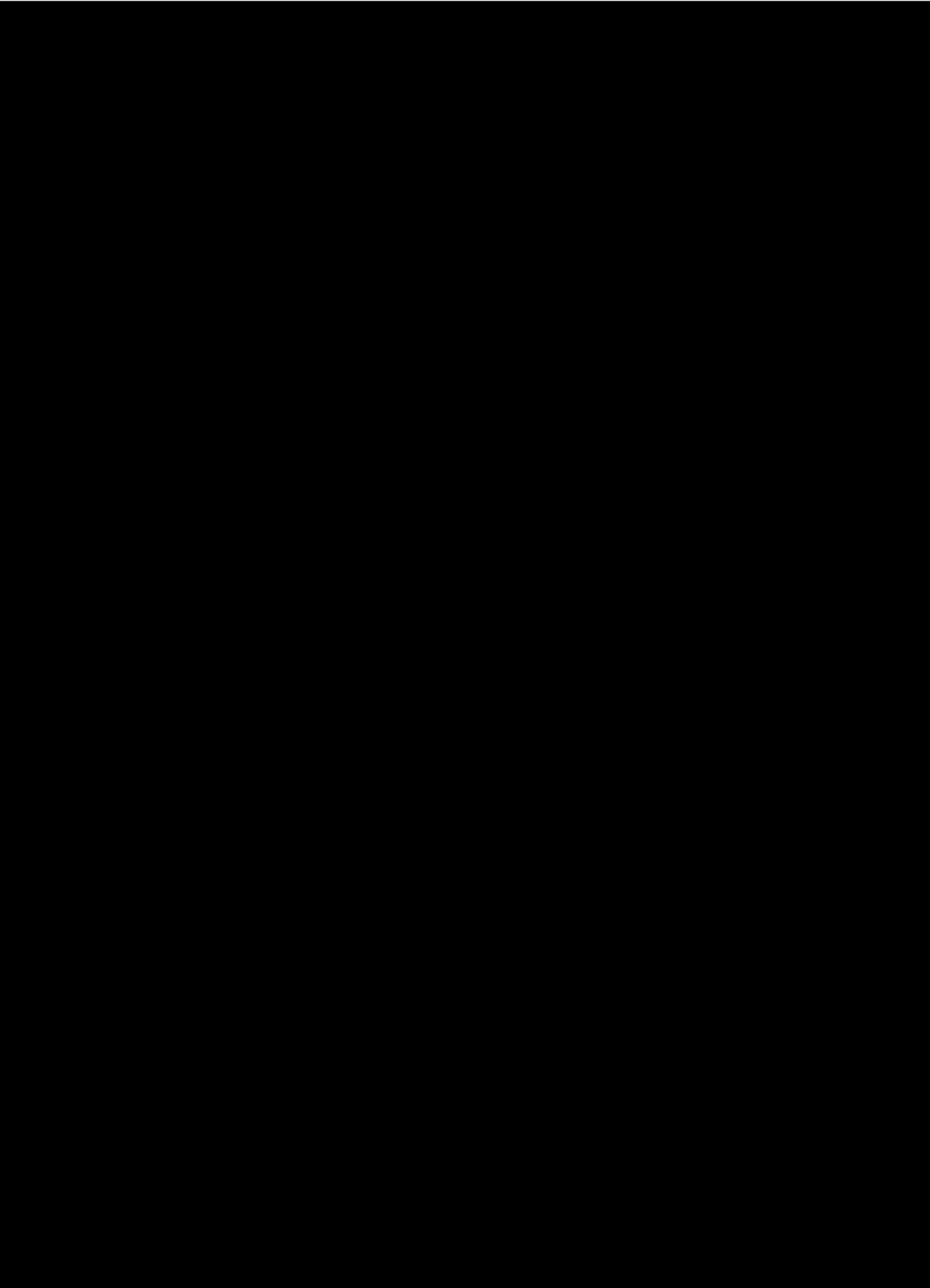
Part G – US Law Security Documents

1. Security Agreement dated 19 June 2006 and copies of the share certificates and stock powers relating to shares in MEI Conlux Holdings (US) Inc. and Note Power and Demand Note in relation to the intercompany note between MEI UK International, LTD and MEI Acquisition Corp., amongst others MEI, Inc. and the Security Agent.
2. Security Agreement Supplement dated 19 July 2006 by Nippon Conlux Co., Ltd.
3. Foreign Security Agreement dated 19 June 2006 relating to shares in MEI Conlux holdings (US), Inc. and certain intercompany notes and note powers between, amongst others, MEI, Inc. and the Security Agent.
4. Collateral Assignment of Purchase Agreement dated 19 June 2006 between, amongst others AP6 Co., Ltd and the Security Agent.
5. Patent Security Agreement dated 19 July 2006 between, amongst others, Nippon Conlux Co. Ltd and the Security Agent.
6. Trademark Security Agreement dated 19 July 2006 between, amongst others, Nippon Conlux Co. Ltd and the Security Agent.
7. Patent Security Agreement dated 19 June 2006 between, amongst others, MEI Inc., and the Security Agent.
8. Trademark Security Agreement dated 19 June 2006 between, amongst others, MEI Inc., and the Security Agent.

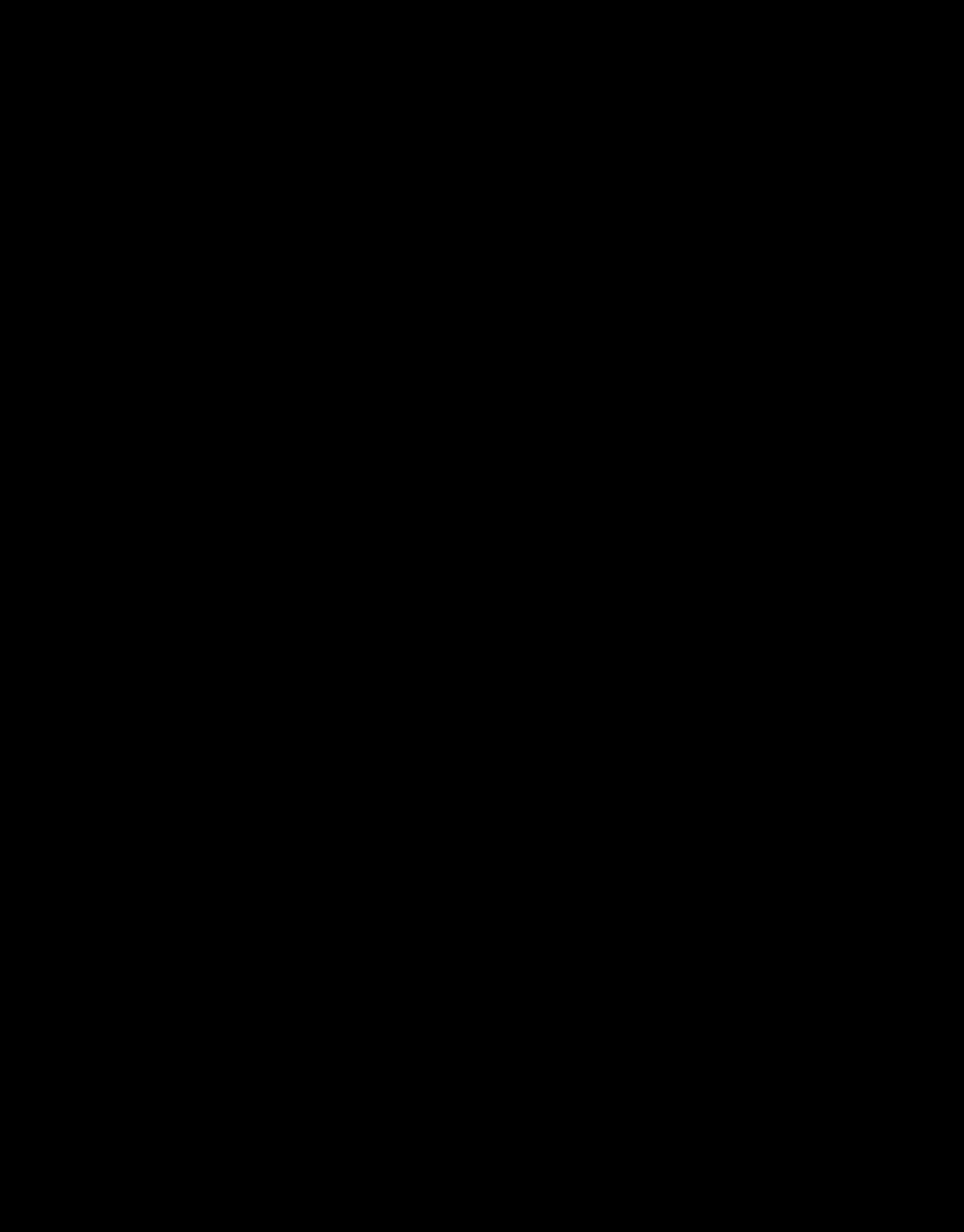
9. EU Patent Security Agreement dated 19 September 2006 between, amongst others, MEI Inc., and the Security Agent.
10. EU Design Security Agreement dated 19 September 2006 between, amongst others, MEI Inc., and the Security Agent.
11. EU Trademark Security Agreement dated 19 September 2006 between, amongst others, MEI Inc., and the Security Agent.
12. UK Trademark Security Agreement dated 19 September 2006 between, amongst others, MEI Inc., and the Security Agent.
13. UK Patent Security Agreement dated 19 September 2006 between, amongst others, MEI Inc., and the Security Agent.
14. France Trademark Security Agreement dated 19 September 2006 between, amongst others, MEI Inc., and the Security Agent.
15. France Patent Security Agreement dated 19 September 2006 between, amongst others, MEI Inc., and the Security Agent.
16. Deposit and Account Control Agreement dated October 2006 between, amongst others, MEI Inc., the Security Agent and Bank of America, N.A. as account bank.
17. Reaffirmation of Security Interests dated 19 June 2006 between, amongst others, MEI Inc., and the Security Agent.

SCHEDULE 3
LIST OF JAPANESE RELEASE PROCEDURES AND DOCUMENTS





**SCHEDULE 4
MEXICAN RELEASE DOCUMENTS**

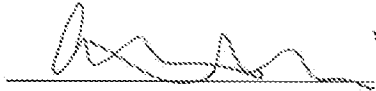


EXECUTION PAGES

THE SECURITY AGENT

EXECUTED AS A DEED by
CITIBANK JAPAN LTD.

)
)



Name: Atsuko Inukai

Title: Vice President

EXECUTED AS A DEED by
NIPPON CONLUX CO., LTD.

)
)

Kiyaki Takeda

Name: Kiyaki Takeda

Title: Representative Director

**EXECUTED AS A DEED by
MEI, INC.**

)
)

Michael A. Hayes

Name:

Title: