

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

AUTOSPLICE, INC.

- Individual(s)
- General Partnership
- Corporation-State NY
- Limited Liability Company
- Association
- Limited Partnership

Citizenship: DE

Execution Date(s) September 17, 2014

Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes

Yes

No

Name: Wells Fargo National Association

Internal Address:

Street Address: 2450 Colorado Avenue

City: Santa Monica

State: CA

Country: USA

Zip: 90404

Association Citizenship: USA

General Partnership Citizenship:

Limited Partnership Citizenship:

Corporation Citizenship:

Other \_\_\_\_\_ Citizenship:

If assignee is not domiciled in the United States, a domestic representative designation is attached.  Yes  No

(Designations must be a separate document from assignment)

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See Attached Exhibit B

B. Trademark Registration No.(s) See Attached Exhibit B

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-uds@alberny@wolterskluwer.com

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$65.00

Authorized to be charged by credit card

Authorized to be charged to deposit account

Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 0974

Expiration Date 3/17

b. Deposit Account Number

Authorized User Name:

9. Signature:

Signature

Joanne Bl. Arnold  
Name of Person Signing

September 18, 2014

Date

Total number of pages including cover sheet, attachments, and document: 18

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$65.00 85938929

EXHIBIT B  
 PATENT AND TRADEMARK SECURITY AGREEMENT

Thursday, June 12, 2014

Trademark List

Page 1

Trademark	Docket Number/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
AUTOSPLICE	AUTO-001323-AU/ Australia	XXXXXXXX 21-May-2013			Pending
	<i>Class(es):</i> 07 Int., 09 Int. <i>Division:</i> <i>Agent Name:</i> <i>Assignee Name:</i> Autosplice, Inc.			<i>Attorney(s):</i> TRW <i>Division Ref:</i> <i>Agent Ref:</i>	
AUTOSPLICE	AUTO-001342/ Brazil	812522885 18-Apr-1986		812522885 74-Nov-1987	Registered 24-Nov-2017
	<i>Class(es):</i> 07 Int. <i>Division:</i> <i>Agent Name:</i> <i>Assignee Name:</i> Autosplice, Inc.			<i>Attorney(s):</i> TRW <i>Division Ref:</i> <i>Agent Ref:</i>	
AUTOSPLICE	AUTO-001323-CN/ China (People's Republic)	XXXXXXXX 21-May-2013			Pending
	<i>Class(es):</i> 07 Int., 09 Int. <i>Division:</i> <i>Agent Name:</i> <i>Assignee Name:</i> Autosplice, Inc.			<i>Attorney(s):</i> TRW <i>Division Ref:</i> <i>Agent Ref:</i>	
AUTOSPLICE	AUTO-001348/ China (People's Republic)	3538582		3538582 21-Oct-2004	Registered 20-Oct-2014
	<i>Class(es):</i> 09 Int. <i>Division:</i> <i>Agent Name:</i> <i>Assignee Name:</i> Autosplice, Inc.			<i>Attorney(s):</i> TRW <i>Division Ref:</i> <i>Agent Ref:</i>	

Thursday, June 12, 2014

Trademark List

Trademark	Docket Number/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
AUTOSPLICE	AUTO-001349/ China (People's Republic)	3538584 24-Apr-2003		3538584 28-Nov-2004	Registered 27-Nov-2014
	<i>Class(es):</i> 06 Int. <i>Division:</i> <i>Agent Name:</i> <i>Assignee Name:</i> Autosplice, Inc.			<i>Attorney(s):</i> TRW <i>Division Ref:</i> <i>Agent Ref:</i>	
AUTOSPLICE	AUTO-001350/ China (People's Republic)	3538583 24-Apr-2003		3538583 28-Nov-2004	Registered 27-Nov-2014
	<i>Class(es):</i> 07 Int. <i>Division:</i> <i>Agent Name:</i> <i>Assignee Name:</i> Autosplice, Inc.			<i>Attorney(s):</i> TRW <i>Division Ref:</i> <i>Agent Ref:</i>	
AUTOSPLICE	AUTO-001323-EM/ European Community	XXXXXXXX 21-May-2013			Pending
	<i>Class(es):</i> 07 Int., 09 Int. <i>Division:</i> <i>Agent Name:</i> <i>Assignee Name:</i> Autosplice, Inc.			<i>Attorney(s):</i> TRW <i>Division Ref:</i> <i>Agent Ref:</i>	
AUTOSPLICE	AUTO-001347/ European Community	4892584 09-Feb-2006		4892584 08-Jun-2010	Registered 09-Feb-2016
	<i>Class(es):</i> 07 Int., 09 Int. <i>Division:</i> <i>Agent Name:</i> <i>Assignee Name:</i> Autosplice, Inc.			<i>Attorney(s):</i> TRW <i>Division Ref:</i> <i>Agent Ref:</i>	

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Trademark List

Trademark	Docket Number/Subense Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
AUTOSPLICE	AUTO-001345/ France <i>Class(es):</i> 08 Int., 09 Int. <i>Division:</i> <i>Agent Name:</i> <i>Assignee Name:</i> Autosplice, Inc.	INPI 157381		N 1552919 27-Sep-1989	Registered 27-Sep-2019
AUTOSPLICE	AUTO-001323-IN/ India <i>Class(es):</i> 07 Int., 09 Int. <i>Division:</i> <i>Agent Name:</i> <i>Assignee Name:</i> Autosplice, Inc.	xxxxxxx 21-May-2013			Pending
AUTOSPLICE	AUTO-001355/ Indonesia <i>Class(es):</i> 09 Int. <i>Division:</i> <i>Agent Name:</i> George Widjojo & Partners <i>Assignee Name:</i> Autosplice, Inc.	D00 2013 038024 02-Aug-2013			Pending
AUTOSPLICE	AUTO-001323-WO/ Int'l Registration - Madrid Agreement / Protocol <i>Class(es):</i> 07 Int., 09 Int. <i>Division:</i> <i>Agent Name:</i> <i>Assignee Name:</i> Autosplice, Inc.	xxxxxxx 21-May-2013		1185559 11-Nov-2013	Registered 21-May-2023

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Trademark	Docket Number/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
AUTOSPLICE	AUTO-001323-JP/ Japan	XXXXXXX 21-May-2013			Pending
	<i>Class(es):</i> 07 Int., 09 Int. <i>Division:</i> <i>Agent Name:</i> <i>Assignee Name:</i> Autosplice, Inc.			<i>Attorney(s):</i> TRW <i>Division Ref:</i> <i>Agent Ref:</i>	
AUTOSPLICE	AUTO-001351/ Japan	544-067389 01-Aug-1969		0932107 12-Oct-1971	Registered 05-Jul-2021
	<i>Class(es):</i> 09 Int. <i>Division:</i> <i>Agent Name:</i> <i>Assignee Name:</i> Autosplice, Inc.			<i>Attorney(s):</i> TRW <i>Division Ref:</i> <i>Agent Ref:</i>	
AUTOSPLICE	AUTO-001323-KR/ Korea, Republic of	XXXXXXX 21-May-2013			Pending
	<i>Class(es):</i> 07 Int., 09 Int. <i>Division:</i> <i>Agent Name:</i> <i>Assignee Name:</i> Autosplice, Inc.			<i>Attorney(s):</i> TRW <i>Division Ref:</i> <i>Agent Ref:</i>	
AUTOSPLICE	AUTO-001358/ Malaysia	2013010975 05-Aug-2013			Pending
	<i>Class(es):</i> 09 Int. <i>Division:</i> <i>Agent Name:</i> Rodyk & Davidson LLP <i>Assignee Name:</i> Autosplice, Inc.			<i>Attorney(s):</i> TRW <i>Division Ref:</i> <i>Agent Ref:</i>	

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Trademark	Docket Number/Subclass Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
AUTOSPLICE	AUTO-001323-MX/ Mexico <i>Class(es):</i> 07 Int., 09 Int. <i>Division:</i> <i>Agent Name:</i> <i>Assignee Name:</i> Autosplice, Inc.	XXXXXXXX 21-May-2013			Pending
AUTOSPLICE	AUTO-001323-NZ/ New Zealand <i>Class(es):</i> 07 Int., 09 Int. <i>Division:</i> <i>Agent Name:</i> <i>Assignee Name:</i> Autosplice, Inc.	XXXXXXXX 21-May-2013		1185559 11-Nov-2013	Registered 21-May-2023
AUTOSPLICE	AUTO-001323-PH/ Philippines <i>Class(es):</i> 07 Int., 09 Int. <i>Division:</i> <i>Agent Name:</i> <i>Assignee Name:</i> Autosplice, Inc.	XXXXXXXX 21-May-2013			Pending
AUTOSPLICE	AUTO-001323-SG/ Singapore <i>Class(es):</i> 07 Int., 09 Int. <i>Division:</i> <i>Agent Name:</i> <i>Assignee Name:</i> Autosplice, Inc.	XXXXXXXX 21-May-2013			Pending

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### Trademark List

Trademark	Docket Number/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
AUTOSPLICE	AUTO-001356/ Thailand	903789 06-Aug-2013			Pending
	<i>Class(es):</i> 09 Int. <i>Division:</i> <i>Agent Name:</i> Sam Premier <i>Assignee Name:</i> Autosplice, Inc.			<i>Attorney(s):</i> TRW <i>Division Ref:</i> <i>Agent Ref:</i>	

AUTOSPLICE	AUTO-001323/ United States of America	85938929 21-May-2013	11-Feb-2014	4520445 29-Apr-2014	Registered 29-Apr-2024
	<i>Class(es):</i> 09 Int. <i>Division:</i> <i>Agent Name:</i> <i>Assignee Name:</i> Autosplice, Inc.			<i>Attorney(s):</i> TRW <i>Division Ref:</i> <i>Agent Ref:</i>	

AUTOSPLICE	AUTO-001323-VN/ Vietnam	XXXXXXXX 21-May-2013			Pending
	<i>Class(es):</i> 07 Int., 09 Int. <i>Division:</i> <i>Agent Name:</i> <i>Assignee Name:</i> Autosplice, Inc.			<i>Attorney(s):</i> TRW <i>Division Ref:</i> <i>Agent Ref:</i>	

AUTOSPLICE (typed drawing)	AUTO-001341/ United States of America	73029604 15-Aug-1974		1021907 07-Oct-1975	Registered 07-Oct-2015
	<i>Class(es):</i> 07 Int. <i>Division:</i> <i>Agent Name:</i> <i>Assignee Name:</i> Autosplice, Inc.			<i>Attorney(s):</i> TRW <i>Division Ref:</i> <i>Agent Ref:</i>	

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Trademark List

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Trademark	Docket Number/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
AUTOSPLICE (Word & Design)	AUTO-001344/ Germany <i>Class(es):</i> 06 Int., 07 Int., 09 Int. <i>Division:</i> <i>Agent Name:</i> <i>Assignee Name:</i> AutosplICE, Inc.	39602922 1 24-Jan-1996		39602922 23-Oct-1997	Registered 24-Jan-2016
				<i>Attorney(s):</i> TRW <i>Division Ref:</i> <i>Agent Ref:</i>	
AUTOSPLICE (Word & Design)	AUTO-001345/ United Kingdom <i>Class(es):</i> 06 Int., 07 Int., 09 Int. <i>Division:</i> <i>Agent Name:</i> <i>Assignee Name:</i> AutosplICE, Inc.	2042262 23-Oct-1995		2042262 04-Jun-1999	Registered 23-Oct-2015
				<i>Attorney(s):</i> TRW <i>Division Ref:</i> <i>Agent Ref:</i>	
AUTOSPLICE (Word ONLY)	AUTO-001346/ United Kingdom <i>Class(es):</i> 06 Int., 07 Int., 09 Int. <i>Division:</i> <i>Agent Name:</i> <i>Assignee Name:</i> AutosplICE, Inc.	2041517		2041517 04-Dec-1998	Registered 17-Oct-2015
				<i>Attorney(s):</i> TRW <i>Division Ref:</i> <i>Agent Ref:</i>	



[Execution]

## PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (the "Agreement"), dated as of September 17, 2014, is made by and between AUTOSPLICE, INC. a New York corporation having a business location at the address set forth below next to its signature (the "Company"), and Wells Fargo Bank, National Association ("Wells Fargo"), and having a business location at the address set forth below next to its signature.

### Recitals

A. Company and Wells Fargo are parties to a Credit and Security Agreement (as amended, supplemented or restated from time to time, the "Credit Agreement") dated the same date as this Agreement, setting forth the terms on which Wells Fargo may now or hereafter extend credit to or for the account of Company.

B. As a condition to extending credit to or for the account of Company, Wells Fargo has required the execution and delivery of this Agreement by Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Patents" means all of Company's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Company's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. Company hereby irrevocably pledges and assigns to, and grants Wells Fargo (for itself as Lender and for each Bank Product Provider) a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of

Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Company represents, warrants and agrees as follows:

(a) **Existence; Authority.** Company is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of Company.

(b) **Patents.** Exhibit A accurately lists all Patents owned or controlled by Company as of the date hereof, or to which Company has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Company owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then Company shall, on the next date on which a Compliance Certificate is required to be delivered pursuant to the terms of the Credit Agreement, provide written notice to Wells Fargo with a replacement Exhibit A, which upon acceptance by Wells Fargo shall become part of this Agreement.

(c) **Trademarks.** Exhibit B accurately lists all Trademarks owned or controlled by Company as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to Company's or any Affiliate's business(es). If after the date hereof, Company owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to Company's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Company shall, on the next date on which a Compliance Certificate is required to be delivered pursuant to the terms of the Credit Agreement, provide written notice to Wells Fargo with a replacement Exhibit B, which upon acceptance by Wells Fargo shall become part of this Agreement.

(d) **Affiliates.** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by Company, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then Company shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to Company; or (ii) notify Wells Fargo of such item(s) and cause such Affiliate to execute and deliver to Wells Fargo a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** Except for Trademarks and Patents that are not maintained in accordance with Section 3(h) hereof, Company has absolute title to each Patent and each

Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. Except for Trademarks and Patents that are not maintained in accordance with Section 3(h) hereof, Company (i) will have, at the time Company acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) **No Sale.** Except as permitted in the Credit Agreement, Company will not assign, transfer, encumber or otherwise dispose of any Patents or Trademarks, or any interest therein, without Wells Fargo's prior written consent.

(g) **Defense.** Company will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks that are material or necessary to such Grantor's business against all claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** Company will at its own expense maintain the Patents and the Trademarks that are material or necessary to the Company's business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Company covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark that is necessary in or material to the conduct of the Company's business, nor fail to file any required affidavit or renewal in support thereof.

(i) **Wells Fargo's Right to Take Action.** Upon the occurrence and during the continuance of an Event of Default or if Company notifies Wells Fargo that it intends to abandon a Trademark or Patent in violation of Section 3(h) hereof, Wells Fargo may (but need not) perform or observe any of the Company's covenants or agreements set forth in this Section 3 or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Company (or, at Wells Fargo's option, in Wells Fargo's own name) and may (but need not) take any and all other actions which Wells Fargo may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Company shall pay Wells Fargo on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Wells Fargo in connection with or as a result of Wells Fargo's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Wells Fargo in accordance with Section 17.9 of the Credit Agreement.

(k) **Power of Attorney.** To facilitate Wells Fargo's taking action as permitted under subsection (i) and exercising its rights as permitted under Section 6, Company hereby irrevocably appoints (which appointment is coupled with an interest) Wells Fargo, or its delegate, as the attorney-in-fact of Company, with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of

Company, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Company under this Section 3, or, necessary for Wells Fargo, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.

4. Company's Use of the Patents and Trademarks. Company shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) Company shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence and during the continuance of an Event of Default and at any time thereafter, Wells Fargo may, at its option, take any or all of the following actions:

(a) Wells Fargo may exercise any or all remedies available under the Credit Agreement.

(b) Wells Fargo may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) Wells Fargo may enforce the Patents and Trademarks and any licenses thereunder, and if Wells Fargo shall commence any suit for such enforcement. Company shall, at the request of Wells Fargo, do any and all lawful acts and execute any and all proper documents required by Wells Fargo in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Wells Fargo. A waiver signed by Wells Fargo shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Wells Fargo's rights or remedies. All rights and remedies of Wells Fargo shall be cumulative and may be exercised singularly or concurrently, at Wells Fargo's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Company under this Agreement shall be given in the manner and with the effect provided in the

Credit Agreement. Wells Fargo shall not be obligated to preserve any rights Company may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Company and Wells Fargo and their respective participants, successors and assigns and shall take effect when signed by Company and delivered to Wells Fargo, and Company waives notice of Wells Fargo's acceptance hereof. Wells Fargo may execute this Agreement if appropriate for the purpose of filing, but the failure of Wells Fargo to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Company shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of the State of New York without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations. **THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.**

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Autosplice, Inc.  
10431 Wateridge Circle  
San Diego, CA 92121

AUTOSPLICE, INC.

By   
Name: Jeff Cartwright  
Its Chief Financial Officer

Wells Fargo Bank, National Association  
2450 Colorado Avenue  
Santa Monica, CA 90404

WELLS FARGO BANK, NATIONAL  
ASSOCIATION

By \_\_\_\_\_  
Its Authorized Signatory

[Signature Page to Patent and Trademark Security Agreement]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

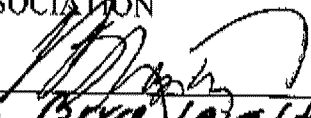
Autosplice, Inc.  
10431 Wateridge Circle  
San Diego, CA 92121

AUTOSPLICE, INC.

By \_\_\_\_\_  
Its President

Wells Fargo Bank, National Association  
2450 Colorado Avenue  
Santa Monica, CA 90404

WELLS FARGO BANK, NATIONAL  
ASSOCIATION

By   
D. Bruce Loughton, SVP  
Its Authorized Signatory

[Signature Page to Patent and Trademark Security Agreement]

TRADEMARK  
REEL: 005385 FRAME: 0646

EXHIBIT A  
 PATENT AND TRADEMARK SECURITY AGREEMENT

Updated: 11-Jun-14

Item #	Autosplice Part No.	Action Code	USA Patent No. (A1110-3)	Country	Title	Priority Date / Description / Summary Group	Serial/ Patent No.	Patent Number	Patent	Patent Status	Date Filed	Date Issued
1	P230		001A	USA	Apparatus & Methods for Filament Bonding & Manufacturing	SMA Clamp	11/473,007 7,850,814		<a href="#">TICommonPatent/US7850814.pdf</a>	Issued	22-Jun-00	26-Jan-10
2	P230		001DV1	USA	Apparatus & Methods for Filament Bonding & Manufacturing	SMA Clamp	12/801,562 7,820,620	7850814	<a href="#">TICommonPatent/US7820620.pdf</a>	Issued	21-Jun-10	18-Apr-11
3	P230		001DV1DV1	USA	Apparatus & Methods for Filament Bonding & Manufacturing	SMA Clamp	12/078,208 8,112,243	8113243	<a href="#">TICommonPatent/US8113243.pdf</a>	Issued	1-Jul-10	14-Feb-12
4	P230		001DV1DV1DV1	USA	Apparatus & Methods for Filament Clamping & Manufacturing	SMA Clamp	13/072,199			Pending	13-Feb-12	
5	P230		001VEP	Europe	Apparatus & Methods for Filament Clamping & Manufacturing	SMA Clamp	7/10779.3			Pending	21-Jun-07	
6	P244		003RC1	USA	Electronic Shielding Apparatus and Methods	RFMG, electrodamper	11/890,808 8,031,495	1870062	<a href="#">TICommonPatent/US8031495.pdf</a>	Issued	7-Sep-07	4-Oct-11
7	T80		00018		"Autosplice" Mark		N/A	0031495		N/A	N/A	N/A
8	P148		007A	USA	Continuous Molded Electrical Connector	Autoheader	06/46053	5812050	<a href="#">TICommonPatent/US5812050.pdf</a>	Issued	6-Jul-95	1-Apr-97
9	P148		007VE/DE	Germany	Continuous Molded Electrical Connector	Autoheader	793301			Issued	4-Jul-95	
10	P148		007VE/FR	France	Continuous Molded Electrical Connector	Autoheader	793301			Issued	4-Jul-95	
11	P148		007VE/GB	UK	Continuous Molded Electrical Connector	Autoheader	793301			Issued	4-Jul-95	
12	P148		007VE/JP	Japan	Continuous Molded Electrical Connector	Autoheader	6-176690 4,183,050			Issued	2-Jul-90	11-Jul-01
13	P148		007VE/TW	Taiwan	Continuous Molded Electrical Connector	Autoheader	65107604/125 047			Issued	25-Jun-98	
14	P202		010A	USA	Continuous Carrier For Electrical or Mechanical Components	Autopak	08/904,534 6,708,052	6708052	<a href="#">TICommonPatent/US6708052.pdf</a>	Issued	11-Jun-95	13-Jan-98
15	P202		020DV1	USA	Conforming Press-Fit Contact Pin For Printed Circuit Board	SMA Crimp	6,098,779 6,877,333 383	6887739	<a href="#">TICommonPatent/US6887739.pdf</a>	Issued	18-Oct-98	13-Apr-99
16	P202		020DV2	USA	Conforming Press-Fit Contact Pin For Printed Circuit Board	Conforming Pin	6,082,185 6,912,431	0052895	<a href="#">TICommonPatent/US6912431.pdf</a>	Issued	29-Jul-98	25-Apr-00
17	P202		021A	USA	Continuous Molded Electrical Connector with Pins		6,150,214 6,946,684	6180214	<a href="#">TICommonPatent/US6946684.pdf</a>	Issued	7-Dec-98	20-Feb-01
18	P207		022A	USA	Continuous Molded Plastic Components or Assemblies		6,057,723 6,876,189			Issued	20-Nov-98	10-Mar-99
19	P207		022C1	USA	Continuous Molded Plastic Components or Assemblies		5,977,641 6,803,003	2087641	<a href="#">TICommonPatent/US6803003.pdf</a>	Issued	9-Dec-98	28-Sep-99
20	P208		024A	USA	Continuous Electronic Soldering with Offset Corner		6,057,739 6,884,241	5957739	<a href="#">TICommonPatent/US6884241.pdf</a>	Issued	6-Mar-99	19-Oct-99
21	P210		026A	USA	AutoPak Din Connector (DIN 43652) Offset Carrier		6,038,290 6,877,699	5938996	<a href="#">TICommonPatent/US6877699.pdf</a>	Issued	10-Apr-97	26-Sep-99
22	P211		029A	USA	Continuous Press-Fit Knurl Pin		6,142,420 6,801,007	6042420	<a href="#">TICommonPatent/US6801007.pdf</a>	Issued	30-Jan-96	17-Aug-99
23	P213		027A	USA	AutoPak Feeder		6,007,322 6,864,002	5907305	<a href="#">TICommonPatent/US6864002.pdf</a>	Issued	1-Aug-97	19-Oct-99
24	P215		028A	USA	Surface Mount Electro-Magnetic Frequency Interference Shielding Chip		6,819,000 6,851,781	6051781	<a href="#">TICommonPatent/US6851781.pdf</a>	Issued	24-Sep-97	18-Apr-00



26	P210	030A	USA	Hybrid Solder Ball and Pin Grid Array Circuit Board Interconnect System and Method	Solderball Pin and Pin Grid Array	09/122,229 6,272,741	6272741	<a href="#">TICommonPatentUS6272741.pdf</a>	Issued	24-Jul-98	14-Aug-01
27	P227	002A	USA	Secondary Pinmaking for Electrical or Mechanical Components Mounted to Continuous Carrier Supports		6,707,053 09/318,534	6202853	<a href="#">TICommonPatentUS6202853.pdf</a>	Issued	27-May-99	20-Mar-01
28	P228	033CP1	USA	Connector With Base Having Chemsia to Facilitate Surface Mount Solder Attachments		10/027,904 6,023,200	6023200	<a href="#">TICommonPatentUS6023200.pdf</a>	Issued	10-Dec-01	23-Sep-02
29	P229	033CP1	USA	Connector With Base Having Chemsia to Facilitate Surface Mount Solder Attachments		10/027,904 6,023,200	6023200	<a href="#">TICommonPatentUS6023200.pdf</a>	Issued	10-Dec-01	23-Sep-02
30	P230	041CP1	USA	Solder Ball Contact and Circuit Board Assembly Utilizing Same		6,700,070 10/004,126	9700070	<a href="#">TICommonPatentUS6700070.pdf</a>	Issued	7-Mar-04	28-Feb-02
31	P231	041VCPDF	Germany	Diecast Solder Ball Contact and Circuit Board Assembly Utilizing Same	Solderball	1,284,521			Issued	24-Aug-02	
32	P231	041VEPGB	UK	Diecast Solder Ball Contact and Circuit Board Assembly Utilizing Same	Solderball	1,284,523			Issued	24-Aug-02	
33	P231	041VCPHK	Hong Kong	Diecast Solder Ball Contact and Circuit Board Assembly Utilizing Same	Solderball	0310573.8 HK 1003548			Issued	24-Aug-02	0-Sep-06
34	P231	041VIP	Japan	Diecast Solder Ball Contact and Circuit Board Assembly Utilizing Same	Solderball - Utility Patent	2002,238 109,457,054			Issued	8-Aug-02	4-Jun-10
35	P231	041VKR	Korea	Diecast Solder Ball Contact and Circuit Board Assembly Utilizing Same	Solderball	10,000,047,005 10,000,027	1,010,296+12	<a href="#">TICommonPatentUS6102960.pdf</a>	Issued	13-Aug-02	6-Apr-11
36	P231	041VBO	Singapore	Diecast Solder Ball Contact and Circuit Board Assembly Utilizing Same		200204/27-2			Issued	8-Aug-02	
37	P234	044A	USA	Automatic Feeder for Step-Supported Contacts		10/027,008 6,801,859	6091859	<a href="#">TICommonPatentUS6091859.pdf</a>	Issued	20-Dec-01	17-Feb-04
38	P235	045A	USA	TMP-Packaged Headed Pin Contact		10/021,500 6,896,440	6896440	<a href="#">TICommonPatentUS6896440.pdf</a>	Issued	12-Aug-02	22-Mar-05
39	P236	046A	USA	Method for Forming a Solder Reservoir		10/017,148 6,666,749	6666749	<a href="#">TICommonPatentUS6666749.pdf</a>	Issued	10-Dec-01	17-Feb-04
40	P237	047A	USA	Solder Reservoir Transfer Device and Process		6,780,028 10/010,215		<a href="#">TICommonPatentUS6780028.pdf</a>	Issued	6-Jun-02	24-Aug-04
41	P237	047CP1	USA	Solder Reservoir Transfer Device and Process		6,780,028		<a href="#">TICommonPatentUS6780028.pdf</a>	Issued	6-Dec-02	20-Jun-05
42	P237	047CP1	USA	Solder Reservoir Transfer Device and Process		6,780,028		<a href="#">TICommonPatentUS6780028.pdf</a>	Issued	6-Dec-02	20-Jun-05
43	P238	048A	USA	Continuous Melted Electronic Circuits		6,870,076 10/043,072	6873855	<a href="#">TICommonPatentUS6873855.pdf</a>	Issued	20-Dec-01	13-May-04
44	P239	051A	USA	Low-Cost Connector Apparatus and Methods for Use in High-Speed Data Applications		12/017,387	6437517	<a href="#">TICommonPatentUS6437517.pdf</a>	Issued	20-Aug-02	0-May-00
45	P239	051VEP	CN	Low-Cost Connector Apparatus and Methods for Use in High-Speed Data Applications		TBD			Pending	22-Dec-13	
46	P240	057A	USA	Apparatus and Methods for Filament Crimping and Manufacturing		TBD			Pending	TBD	TBD
47	P240	057A	USA	Multi-Stage Actuation Apparatus and Methods for Making and Using the Same		12/020,521	6,840,266		Pending	11-Aug-08	24-Sep-14
48	P240	058DC1	USA	Multi-Stage Actuation Apparatus and Methods for Making and Using the Same		PCT/US2009/033460			Expired	11-Aug-09	
49	P240	058VPC	PCT	Multi-Stage Actuation Apparatus and Methods for Making and Using the Same		PCT/US2009/033460			Expired	11-Aug-09	
50	P241	060A	USA	(Possible application for absorption heat dissipation architecture)		TBD			N/A	TBD	
51	P241	063A	USA	Power-Efficient Actuator Assemblies and Methods of Manufacture		12/148,608			Pending	26-May-17	
52	P241	063RPR	USA	Power-Efficient Actuator Assemblies and Methods of Manufacture		01/423,401			Expired	15-Dec-10	
53	P241	063RC1	USA	Power-Efficient Actuator Assemblies and Methods of Manufacture		12/148,608			Expired	15-Dec-10	
54	P241	063VEP	Europe	Power-Efficient Actuator Assemblies and Methods of Manufacture	GMA Latching Actuator	PCT/US2011/094073			Pending	14-Dec-11	

56	063VPC	PCT	Power-Driven Actuator Assemblies and Methods of Manufacture		1021AUS1146497E			Pending	23-Nov-11
58	064A	USA	Memory Alloy-Actuated Apparatus And Methods For Making And Using The Same	Serpentine wire, safety spring, force multiplication, bent-shaped follower	13862210			Pending	25-Oct-12
57	064VPC	PCT	Memory Alloy-Actuated Apparatus And Methods For Making And Using The Same	force multiplication, bent-shaped follower	1021AUS1260393			Pending	25-Oct-12
58	065A	USA	Memory Alloy-Actuated Apparatus And Methods For Making And Using The Same	SMA	13955143	2012062611	<a href="#">InCommonPatentUS2012062611.pdf</a>	Pending	28-Oct-12
59	065VFP	Europe	Memory Alloy-Actuated Apparatus And Methods For Making And Using The Same	SMA technology		20120151913	<a href="#">InCommonPatentUS20120151913.pdf</a>	Pending	15-Dec-10
60	065VPC	PCT	Memory Alloy-Actuated Apparatus And Methods For Making And Using The Same		PCTAUS1146500			Pending	15-Dec-10
61									
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Action Codes  
 [ ] Immediate action required  
 Y Reverse required  
 [ ] Abandoned