

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM323655

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Madison Capital Funding LLC		11/17/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Winchester Electronics Corporation
Street Address:	68 Water Street
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06854
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3339550	KINGS
Registration Number:	3492128	CONNECTING INNOVATION TO APPLICATION
Registration Number:	2413553	METCON-2
Registration Number:	1133543	C-PRESS
Registration Number:	912608	
Registration Number:	912023	TR-4
Registration Number:	912024	TR-5
Registration Number:	995593	K-LOC
Registration Number:	1063194	TRI-LOC
Registration Number:	800236	K-GRIP JR

CORRESPONDENCE DATA

Fax Number:

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.

Email: marina.kelly@thomsonreuters.com

Correspondent Name: Elaine Carrera, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

TRADEMARK

NAME OF SUBMITTER:	Elaine Carrera, Legal Assistant
SIGNATURE:	/Marina Kelly, Thomson Reuters/
DATE SIGNED:	11/19/2014
Total Attachments: 4 source=aTrademark Release of 4828-0684 (Madison)#page1.tif source=aTrademark Release of 4828-0684 (Madison)#page2.tif source=aTrademark Release of 4828-0684 (Madison)#page3.tif source=aTrademark Release of 4828-0684 (Madison)#page4.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of November 17, 2014 (the "Effective Date"), is made by MADISON CAPITAL FUNDING LLC, in its capacity as Agent (the "Agent"), in favor of the grantor party identified on the signature page hereto (the "Grantor").

WHEREAS, pursuant to that certain Guarantee and Collateral Agreement, dated as of July 25, 2012, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the "Security Agreement"), the Grantor granted to the Agent, in its capacity as Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of July 25, 2012 (the "Trademark Security Agreement"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on July 25, 2012 at Reel/Frame 4828/0684;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, including the trademark registrations and applications set forth Schedule A attached hereto, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.
3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
5. Governing Law. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**MADISON CAPITAL FUNDING LLC, acting
in its capacity as Agent for the Lenders**

By: _____

Name: *Drew Guypette*
Title: *Vice President*

GRANTOR:

Winchester Electronics Corporation

SCHEDULE A

**Release of Madison Capital Funding, LLC Trademark Security Agreement
at Reel/Frame 4828/0684**

Owner	Trademark	Serial No.	Reg. No.
Winchester Electronics Corporation	KINGS	78859507	3339550
Winchester Electronics Corporation	CONNECTING INNOVATION TO APPLICATION	77378617	3492128
Winchester Electronics Corporation	METCON-2	75621459	2413553
Winchester Electronics Corporation	C-PRESS	73179369	1133543
Winchester Electronics Corporation	Design Only	72324108	0912608
Winchester Electronics Corporation	TR-4	72322449	0912023
Winchester Electronics Corporation	TR-5	72322450	0912024
Winchester Electronics Corporation	K-LOC	73007136	0995593
Winchester Electronics Corporation	TRI-LOC	73038539	1063194
Winchester Electronics Corporation	K-GRIP JR	72205592	0800236