

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM323672

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Second Lien Security Agreement
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Winchester Electronics Corporation		11/17/2014	CORPORATION: DELAWARE
Winchester SRC Cables Corp.		11/17/2014	CORPORATION: DELAWARE
TRU Corporation		11/17/2014	CORPORATION: MASSACHUSETTS
SRI Hermetics LLC		11/17/2014	LIMITED LIABILITY COMPANY: DELAWARE
Clements National Company		11/17/2014	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Wilmington Trust, National Association, as collateral agent
<b>Street Address:</b>	50 South Sixth Street, Suite 1290
<b>City:</b>	Minneapolis
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55402
<b>Entity Type:</b>	Association: UNITED STATES

## PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	4070161	SRC CABLES
Registration Number:	2562366	TRU-QDS
Registration Number:	2548213	TRU-QDM
Registration Number:	2548212	TRU-QDL
Registration Number:	2548214	TRU-SQS
Registration Number:	2277916	IT PAYS TO BE WELL CONNECTED
Registration Number:	2341770	SQS
Registration Number:	2761164	TRU
Registration Number:	2828683	THE CUSTOM INTERCONNECT LEADER
Registration Number:	3873188	THE CUSTOM INTERCONNECT LEADER
Registration Number:	999163	TRU
Registration Number:	3584485	CINTRU
Registration Number:	3555287	MEIA

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3728087	CERAMAX
Registration Number:	3492128	CONNECTING INNOVATION TO APPLICATION
Registration Number:	3339550	KINGS
Registration Number:	2413553	METCON-2
Registration Number:	2076665	CADILLAC
Registration Number:	1133543	C-PRESS
Registration Number:	1063194	TRI-LOC
Registration Number:	0995593	K-LOC
Registration Number:	0912608	
Registration Number:	0800236	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

<b>NAME OF SUBMITTER:</b>	Elaine Carrera, Legal Assistant
<b>SIGNATURE:</b>	/Marina Kelly, Thomson Reuters/
<b>DATE SIGNED:</b>	11/19/2014

#### Total Attachments: 17

source=b07 Winchester - Trademark Security Agreement (Second Lien) (Executed) (2)#page1.tif  
source=b07 Winchester - Trademark Security Agreement (Second Lien) (Executed) (2)#page2.tif  
source=b07 Winchester - Trademark Security Agreement (Second Lien) (Executed) (2)#page3.tif  
source=b07 Winchester - Trademark Security Agreement (Second Lien) (Executed) (2)#page4.tif  
source=b07 Winchester - Trademark Security Agreement (Second Lien) (Executed) (2)#page5.tif  
source=b07 Winchester - Trademark Security Agreement (Second Lien) (Executed) (2)#page6.tif  
source=b07 Winchester - Trademark Security Agreement (Second Lien) (Executed) (2)#page7.tif  
source=b07 Winchester - Trademark Security Agreement (Second Lien) (Executed) (2)#page8.tif  
source=b07 Winchester - Trademark Security Agreement (Second Lien) (Executed) (2)#page9.tif  
source=b07 Winchester - Trademark Security Agreement (Second Lien) (Executed) (2)#page10.tif  
source=b07 Winchester - Trademark Security Agreement (Second Lien) (Executed) (2)#page11.tif  
source=b07 Winchester - Trademark Security Agreement (Second Lien) (Executed) (2)#page12.tif  
source=b07 Winchester - Trademark Security Agreement (Second Lien) (Executed) (2)#page13.tif  
source=b07 Winchester - Trademark Security Agreement (Second Lien) (Executed) (2)#page14.tif  
source=b07 Winchester - Trademark Security Agreement (Second Lien) (Executed) (2)#page15.tif  
source=b07 Winchester - Trademark Security Agreement (Second Lien) (Executed) (2)#page16.tif  
source=b07 Winchester - Trademark Security Agreement (Second Lien) (Executed) (2)#page17.tif

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 17, 2014, by the undersigned (collectively, jointly and severally, "Grantors," and each individually a "Grantor"), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, "Agent").

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among WINCHESTER ELECTRONICS CORPORATION, a Delaware corporation, Electrical Specialty Products, LLC, a South Carolina limited liability company, Clements National Company, a Delaware corporation, Winchester SRC Cables Corp., a Delaware corporation, TRU Corporation, a Massachusetts corporation, and Winchester Source Technology, LLC, a Delaware limited liability company (collectively, the "Borrowers"), Winchester Electronics Intermediate Holding Corporation and the other Guarantors party thereto, 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"), Lenders have agreed to make Loans for the benefit of Borrowers;

WHEREAS, in connection with the Loans made pursuant to the terms and conditions of the Credit Agreement, each Grantor has executed and delivered to Agent, for the benefit of the Secured Parties, that certain Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver to Agent, for the benefit of the Secured Parties, this 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. Unless otherwise noted, all capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Agreement shall be subject to the rules of construction set forth in Section 1.3 of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Secured Obligations, each Grantor hereby grants to Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's rights, titles and interests in, to and under the following, whether presently existing or hereafter created or acquired (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 Security Agreement, all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) subject to the Security Agreement, all proceeds of the foregoing, including, without limitation, any claim by such 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. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. INTERCREDITOR AGREEMENT. Anything herein to the contrary notwithstanding, the liens and security interests securing the obligations evidenced by this Agreement or the Credit Agreement, the exercise of any right or remedy with respect thereto, and certain of the rights of the holders of the Secured Obligations are subject to the provisions of the Intercreditor Agreement dated as of November 17, 2014, (as amended, restated, supplemented, or otherwise modified from time to time, the “Intercreditor Agreement”), by and between CIT Lending Services Corporation as First Lien Agent, and Wilmington Trust, National Association, as Second Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

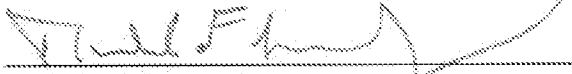
5. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

6. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTIONS 8.11, 8.12 AND 8.13 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

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

WINCHESTER ELECTRONICS CORPORATION

By: 

Name: Richard F. Sowerby

Title: Chief Financial Officer and Treasurer

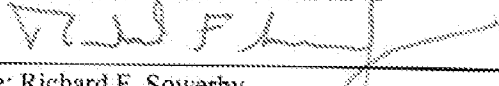
ELECTRICAL SPECIALTY PRODUCTS, LLC

By: 

Name: Richard F. Sowerby

Title: Chief Financial Officer and Treasurer

CLEMENTS NATIONAL COMPANY

By:   
Name: Richard F. Sowerby  
Title: Chief Financial Officer and Treasurer

WINCHESTER SRC CABLES CORP.

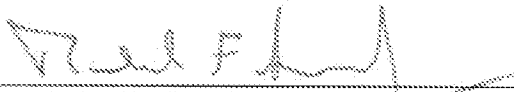
By: 

Name: Richard F. Sowerby

Title: Chief Financial Officer and Treasurer



WINCHESTER SOURCE TECHNOLOGY, LLC

By:   
Name: Richard F. Sowerby  
Title: Chief Financial Officer and Treasurer

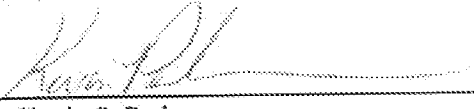
TRU CORPORATION

By: 

Name: Richard F. Sowerby

Title: Chief Financial Officer and Treasurer

WINCHESTER ELECTRONICS INTERMEDIATE  
HOLDING CORPORATION

By: 

Name: Kevin S. Perhamus

Title: Chief Executive Officer and President

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

TECHNICAL JOINING SOLUTIONS, LLC, as Grantor

By:   
Name: Richard F. Sowerby  
Title: Chief Financial Officer and Treasurer

SRI HERMETICS, LLC

By: 

Name: Richard F. Sowerby

Title: Chief Financial Officer and Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

WILMINGTON TRUST, NATIONAL ASSOCIATION,  
as Agent

By: \_\_\_\_\_

Name: Meghan H. McCauley

Title: Assistant Vice President

[Winchester -- Second Lien Trademark Security Agreement Signature Page]

**TRADEMARK**  
**REEL: 005404 FRAME: 0204**

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Status	Current Owner of Record
KINGS	CANADA	Appln. No. 318932 1/13/1969	TMA177207 7/30/1971	<b>REGISTERED</b>	WINCHESTER ELECTRONICS CORPORATION
MET-CON	CANADA	Appln. No. 837016 2/19/1997	TMA568935 10/17/2002	<b>REGISTERED</b>	WINCHESTER ELECTRONICS CORPORATION
CADILLAC	CANADA	Appln. No. 763993 9/20/1994	TMA456617 4/19/1996	<b>REGISTERED</b>	CLEMENTS NATIONAL COMPANY
C-PRESS	CANADA	Appln. No. 579130 3/2/1987	TMA336627 1/29/1988	<b>REGISTERED</b>	WINCHESTER ELECTRONICS CORPORATION
TR-4	CANADA	Appln. No. 326042 9/19/1969	TMA179777 12/3/1971	<b>REGISTERED</b>	WINCHESTER ELECTRONICS CORPORATION
TR-5	CANADA	Appln. No. 326041 9/19/1969	TMA179776 12/3/1971	<b>REGISTERED</b>	WINCHESTER ELECTRONICS CORPORATION
K-GRIP	CANADA	Appln. No. 325650 9/5/1969	TMA172994 11/27/1970	<b>REGISTERED</b>	WINCHESTER ELECTRONICS CORPORATION

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Status	Current Owner of Record
K-GRIP JUNIOR	CANADA	Appln. No. 325651 9/5/1969	TMA172995 11/27/1970	REGISTERED	WINCHESTER ELECTRONICS CORPORATION
CROWNS DESIGN	CANADA	Appln. No. 325296 8/21/1969	TMA179774 12/3/1971	REGISTERED	WINCHESTER ELECTRONICS CORPORATION
SRC CABLES	US	85298575 4/19/2011	4070161 12/13/2011	REGISTERED	WINCHESTER SRC CABLES CORP.
TRU-QDS	US	Appln. No. 75919968 2/15/2000	Reg # 2,562,366 4/16/2002	REGISTERED	TRU CORPORATION
TRU-QDM	US	Appln. No. 75936140 3/6/2000	Reg # 2,548,213 3/12/2002	REGISTERED	TRU CORPORATION
TRU-QDL	US	Appln. No. 75936139 3/6/2000	Reg # 2,548,212 3/12/2002	REGISTERED	TRU CORPORATION
TRU-SQS	US	Appln. No. 75936141 3/6/2000	Reg # 2,548,214 3/12/2002	REGISTERED	TRU CORPORATION
IT PAYS TO BE WELL CONNECTED	US	Appln. No. 75514425 7/7/1998	Reg # 2,277,916 9/14/1999	REGISTERED	TRU CORPORATION
SQS	US	Appln. No. 75406832 12/16/1997	Reg # 2,341,770 4/11/2000	REGISTERED	TRU CORPORATION



Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Status	Current Owner of Record
TRU	US	Appl. No. 76414518 6/3/2002	Reg # 2,761,164 9/09/2003	REGISTERED	TRU CORPORATION
THE CUSTOM INTERCONNECT LEADER	US	Appl. No. 76423060 6/20/2002	Reg # 2,828,683 3/20/2004	REGISTERED	TRU CORPORATION
THE CUSTOM INTERCONNECT LEADER	US	85002147 3/30/2010	Reg # 3873188 11/9/2010	REGISTERED	TRU CORPORATION
TRU	US	Appl. No. 72466340 10/15/1973	Reg # 999,163 11/26/1974	REGISTERED	TRU CORPORATION
CINTRU	US	Appl. No. 78222756 3/7/2003	Reg # 3,584,485 3/3/2009	REGISTERED	TRU CORPORATION
MEIA	US	Appl. No. 78657658 6/24/2005	Reg # 3,555,287 12/30/2008	REGISTERED	TRU CORPORATION
CERAMAX	US	Appl. No. 771744,455 5/26/2009	Reg # 3728087 12/22/2009	REGISTERED	SRI HERMETICS LLC
CONNECTING INNOVATION TO APPLICATION	US	Appl. No. 77378617 1/23/2008	Reg # 3492128 8/26/2008	REGISTERED	WINCHESTER ELECTRONICS CORPORATION
KINGS	US	Appl. No. 78859507 4/12/2006	Reg # 3339550 11/20/2007	REGISTERED	WINCHESTER ELECTRONICS CORPORATION

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Status	Current Owner of Record
MET-CON 2	US	Appln. No. 75621459 1/19/1999	Reg # 2413553 12/19/2000	REGISTERED	WINCHESTER ELECTRONICS CORPORATION
CADILLAC	US	Appln. No. 74536838 6/13/1994	Reg # 2076665 7/8/1997	REGISTERED	CLEMENTS NATIONAL COMPANY
C-PRESS	US	Appln. No. 73179369 7/24/1978	Reg # 1133543 4/22/1980	REGISTERED	WINCHESTER ELECTRONICS CORPORATION
TRI-LOC	US	Appln. No. 73038539 12/2/1974	Reg # 1063194 4/12/1977	REGISTERED	WINCHESTER ELECTRONICS CORPORATION
K-LOC	US	Appln. No. 73007136 11/23/1973	Reg # 0995593 10/15/1974	REGISTERED	WINCHESTER ELECTRONICS CORPORATION
DESIGN ONLY	US	Appln. No. 72324108 4/10/1969	Reg # 0912608 6/8/1971	REGISTERED	WINCHESTER ELECTRONICS CORPORATION
K-GRIP JR	US	Appln. No. 72205592 11/5/1964	Reg # 0800236 12/14/1965	REGISTERED	WINCHESTER ELECTRONICS CORPORATION