

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM324401

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Newstar Financial, Inc.		11/25/2014	CORPORATION: 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		
Name:	Winchester Electronics Holdings, LLC. a Delaware Limited Liability Company		
Street Address:	68 Water Street		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06854		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
Name:	Winchester Holding, Inc., a Delaware 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:	2102173	TR-3	
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	
TRADEMARK			

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Property Type	Number	Word Mark
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

NAME OF SUBMITTER:	Elaine Carrera, Legal Assistant
SIGNATURE:	/Marina Kelly, Thomson Reuters/
DATE SIGNED:	11/25/2014

Total Attachments: 5

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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):

Newstar Financial, Inc.

- Individual(s)
- Partnership
- Corporation- State: DE
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) November 25, 2014

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Winchester Electronics Corporation

Street Address: 68 Water Street

City: Norwalk

State: CT

Country: USA Zip: 06854

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship USA-DE
- 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)

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

A. Trademark Application No.(s) _____ Text _____

See Schedule A

B. Trademark Registration No.(s) _____

See Schedule A

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: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP

80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

10

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

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

November 25, 2014
Date

Elaine Carrera

Name of Person Signing

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

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Addendum to Cover Page of Trademarks Form Cover Sheet

2. Name and address of receiving party(ies)

Winchester Electronics Holdings, LLC , a Delaware Limited Liability Company
68 Water Street
Norwalk, CT 06854
Citizenship – US – Delaware

Winchester Holding, Inc., a Delaware Corporation
68 Water Street
Norwalk, CT 06854
Citizenship – US – Delaware

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of November 25, 2014 (the "Effective Date"), is made by NEWSTAR FINANCIAL, INC., in its capacity as Administrative Agent (the "Agent"), in favor of the grantor party identified on the signature page hereto (the "Grantor").

WHEREAS, pursuant to that certain Security Agreement, dated as of May 8, 2007, 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 Patent and Trademark Security Agreement, dated as of May 8, 2007 (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 May 15, 2007 at Reel/Frame 3542/0853;

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.

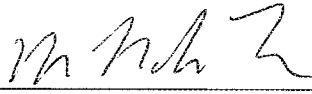
3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.

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:

**NEWSTAR FINANCIAL, INC., acting in its
capacity as administrative agent for the
Lenders**

By: 

Name:

**Mark R. du Four
Managing Director
NewStar Financial**

Title:

GRANTORS:

Winchester Electronics Corporation
Winchester Electronics Holdings, LLC
Winchester Holding, Inc.

SCHEDULE A

Release of Newstar Financial, Inc. Trademark Security Agreement at Reel/Frame 3542/0853

Owner	Trademark	Serial No.	Reg. No.
Winchester Electronics Corporation	KINGS	78859507	3339550
Kings Electronics Co., Inc.	TR-3	75067558	2102173
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