

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM337930

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EPIC TECHNOLOGIES, LLC		04/10/2015	LIMITED LIABILITY COMPANY: DELAWARE
ONCORE MANUFACTURING LLC		04/10/2015	LIMITED LIABILITY COMPANY: DELAWARE
NATEL ENGINEERING COMPANY, INC.		04/10/2015	CORPORATION: CALIFORNIA
NATEL ENGINEERING HOLDINGS, INC.		04/10/2015	CORPORATION:
HYTEK MICROSYSTEMS, INC.		04/10/2015	CORPORATION:
SCRANTOM, INC.		04/10/2015	CORPORATION:
EPI MEX I, LLC		04/10/2015	LIMITED LIABILITY COMPANY:
EPI MEX II, LLC		04/10/2015	LIMITED LIABILITY COMPANY:
EPIC MEXI, LLC.		04/10/2015	LIMITED LIABILITY COMPANY:
EPIC MEXII, LLC		04/10/2015	LIMITED LIABILITY COMPANY:
EPIC ROMANIA I, LLC		04/10/2015	LIMITED LIABILITY COMPANY:
EPIC ROMANIA II, LLC		04/10/2015	LIMITED LIABILITY COMPANY:
AFFINITY ACQUISITION HOLDINGS CORP.		04/10/2015	CORPORATION:
ONCORE TOPCO CORPORATION		04/10/2015	CORPORATION:
ONCORE MANUFACTURING HOLDINGS LLC		04/10/2015	LIMITED LIABILITY COMPANY:
ONCORE HOLDINGS, INC.		04/10/2015	CORPORATION:
ONCORE LLC		04/10/2015	LIMITED LIABILITY COMPANY:
ONCORE MANUFACTURING SERVICES INC.		04/10/2015	CORPORATION:
DIAMOND ACQUISITION HOLDCO, INC.		04/10/2015	CORPORATION:

CH \$90.00 3239046

RECEIVING PARTY DATA

Name:	GOLDMAN SACHS BANK USA, as Collateral Agent
Street Address:	30 HUDSON ST., 36TH FLOOR
City:	JERSEY CITY
State/Country:	NEW JERSEY
Postal Code:	07302
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3239046	EPIC TECHNOLOGIES
Registration Number:	3990339	OC ONCORE MANUFACTURING SERVICES
Registration Number:	4592055	WE MAKE AMAZING THINGS HAPPEN.

CORRESPONDENCE DATA

Fax Number: 2128225178

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.

Phone: 2125305178

Email: lkass@milbank.com

Correspondent Name: Milbank, Tweed, Hadley & McCloy, LLP

Address Line 1: 28 Liberty Street

Address Line 2: c/o Lawrence Kass

Address Line 4: New York, NEW YORK 44857

ATTORNEY DOCKET NUMBER:	30045.74100
NAME OF SUBMITTER:	Lawrence Kass
SIGNATURE:	/s/ Lawrence Kass
DATE SIGNED:	04/11/2015

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of April 10, 2015 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of **GOLDMAN SACHS BANK USA**, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantors are party to a Pledge and Security Agreement dated as of April 10, 2015 (the “**Pledge and Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”):

all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the

grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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.

NATEL ENGINEERING HOLDINGS, INC.,
as Grantor

By: 

Name: Laura L. Siegal

Title: Chief Financial Officer

NATEL ENGINEERING COMPANY, INC.,
as Grantor

By: 

Name: Laura L. Siegal

Title: Chief Financial Officer

HYTEK MICROSYSTEMS, INC.,
as Grantor

By: 

Name: Laura L. Siegal

Title: Chief Financial Officer

SCRANTOM, INC.,
as Grantor

By: 

Name: Laura L. Siegal

Title: Chief Financial Officer

EPIC TECHNOLOGIES LLC,
as Grantor

By: 

Name: Laura L. Siegal


Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]


#4839-5013-4563

TRADEMARK
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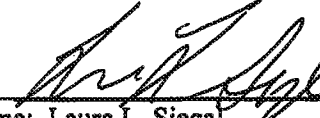
EPI MEX I, LLC,
as a Grantor

By: 
Name: Laura L. Siegal
Title: Chief Financial Officer

EPI MEX II, LLC,
as a Grantor

By: 
Name: Laura L. Siegal
Title: Chief Financial Officer

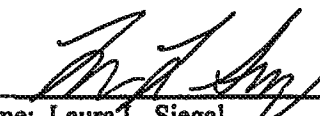
EPIC MEXI, LLC.,
as a Grantor

By: 
Name: Laura L. Siegal
Title: Chief Financial Officer

EPIC MEXII, LLC,
as a Grantor

By: 
Name: Laura L. Siegal
Title: Chief Financial Officer


EPIC ROMANIA I, LLC,
as a Grantor

By: 
Name: Laura L. Siegal
Title: Chief Financial Officer

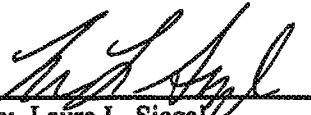
EPIC ROMANIA II, LLC,
as a Grantor

By: 
Name: Laura L. Siegal
Title: Chief Financial Officer

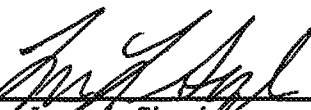
AFFINITY ACQUISITION HOLDINGS CORP.,
as a Grantor

By: 
Name: Laura L. Siegal
Title: Chief Financial Officer

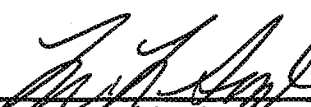
ONCORE TOPCO CORPORATION,
as a Grantor

By: 
Name: Laura L. Siegal
Title: Chief Financial Officer

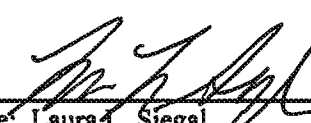
ONCORE MANUFACTURING HOLDINGS LLC,
as a Grantor

By: 
Name: Laura L. Siegal
Title: Chief Financial Officer

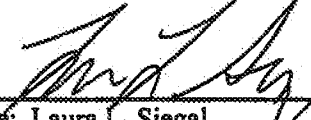
ONCORE HOLDINGS, INC.,
as a Grantor

By: 
Name: Laura L. Siegal
Title: Chief Financial Officer

ONCORE MANUFACTURING LLC,
as a Grantor

By: 
Name: Laura L. Siegal
Title: Chief Financial Officer

ONCORE LLC,
as a Grantor

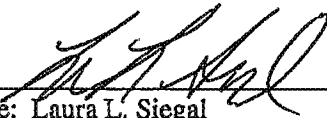
By: 
Name: Laura L. Siegal
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

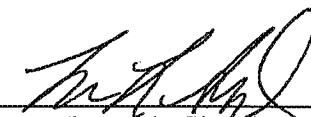
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ONCORE MANUFACTURING SERVICES INC.,
as a Grantor

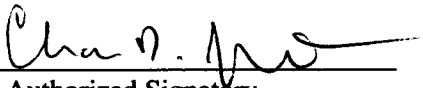
By: 
Name: Laura L. Siegal
Title: Chief Financial Officer

DIAMOND ACQUISITION HOLDCO, INC.,
as a Grantor

By: 
Name: Laura L. Siegal
Title: Chief Financial Officer

Accepted and Agreed:

GOLDMAN SACHS BANK USA,
as Collateral Agent

By: 
Authorized Signatory

Charles D. Johnston
Authorized Signatory


[Signature Page to Trademark Security Agreement]

#4839-5013-4563

TRADEMARK
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SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Serial No.	Filing Date	Registration No.	Registration Date
EPIC TECHNOLOGIES/ U.S.	78743674	10/31/2005	3239046	5/8/2007
OnCore Logo/ US 	77283497	9/19/2007	3,990,339	7/5/2011
We make amazing things happen.	86142562	12/12/2013	4,592,055	8/26/2014