

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM360582

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kele, Inc.		10/30/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Administrative Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3753098	INSTA-PANEL	
Registration Number:	3622331	AUTOPHOS	
Serial Number:	86718234	KELE	
Serial Number:	86714294	PRECON	
Serial Number:	86708405	ENDICATOR	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<i>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.</i>			
Phone:	312.577.8034		
Email:	oscar.ruiz@kattenlaw.com		
Correspondent Name:	Oscar Ruiz c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	387132-141		
NAME OF SUBMITTER:	Oscar Ruiz		
SIGNATURE:	/Oscar Ruiz/		
DATE SIGNED:	10/30/2015		
Total Attachments: 6			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of October 30, 2015, (this “Agreement”), by KELE, INC., a Delaware corporation (the “Grantor”) in favor of Antares Capital LP as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of October 30, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Loan Parties party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined in Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain Credit Agreement, dated as of October 30, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Credit Agreement”), by and among Kele Purchaser, Inc., a Delaware corporation (“Purchaser”), which upon effectiveness of the Merger will be merged with and into KHC Holdings, Inc., a Delaware corporation (“Target” and together with Purchaser, the “Borrower”), Kele Intermediate, Inc., a Delaware corporation, (“Holdings”), the Subsidiaries of the Borrower from time to time party thereto, the Lenders from time to time party thereto and Antares Capital LP, as administrative agent and collateral agent for the Lenders (in its capacity as administrative and collateral agent, the “Administrative Agent”). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03 of the Security Agreement, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “IP Collateral”):

- A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto
- C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and
- D. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and


remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

KELE, INC.


By: 
Name: Keith Mayer
Title: Chief Financial Officer & Secretary

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 005659 FRAME: 0289

SCHEDULE I¹

TRADEMARKS

	Trademark	Application Number	Reg. / (Publ.) No.	Owner
		Appl. Date	Reg./ (Publ.) Dates	
1.	INSTA-PANEL	77599378 10/23/2008	3753098 2/23/2010	Kele, Inc.
2.		77577071 9/23/2008	3622331 5/19/2009	Kele, Inc.

TRADEMARK APPLICATIONS

	Trademark	Application Number	Owner
		Appl. Date	
1.	KELE	86718234 8/12/2015	Kele, Inc.
2.	PRECON	86714294 8/04/2015	Kele, Inc.
3.	ENDICATOR	86708405 8/03/2015	Kele, Inc.

¹ To be updated once Security Agreement Schedules agreed.

SCHEDULE II

PATENTS

	Patent	Application Number Appl. Date	Reg. / (Publ.) No. Reg. / (Publ.) Dates	Owner
1.	Sensor or Capacitance Measuring With A Microprocessor	11/158,393 6/21/2005	7472028 12/30/2008	Kele Inc.

PATENT APPLICATIONS

None.

SCHEDULE III

COPYRIGHTS

	Title	Registration Number	Date of Registration	Claimant
1.	Kele 2006 Catalog	VA0001398370	2/12/2007	Kele, Inc.

COPYRIGHT APPLICATIONS

None.