

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM365062

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NOTICE OF CHANGE OF ADMINISTRATIVE AGENT-ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Barclays Bank PLC, as Existing Agent		05/23/2014	Public Limited Company: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Successor Agent		
<b>Street Address:</b>	10 S. Dearborn, 7th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4074865	WYLE TRUSTED SERVICES AND SOLUTIONS	
<b>Registration Number:</b>	4080870	TRUSTED SERVICES AND SOLUTIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124552502		
<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>			
<b>Phone:</b>	(212) 455-2816		
<b>Email:</b>	ksolomon@stblaw.com		
<b>Correspondent Name:</b>	Monica Chan, Esq.		
<b>Address Line 1:</b>	Simpson Thacher & Bartlett LLP		
<b>Address Line 2:</b>	425 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	509265/1844		
<b>NAME OF SUBMITTER:</b>	Monica Chan		
<b>SIGNATURE:</b>	/mc/		
<b>DATE SIGNED:</b>	12/08/2015		
<b>Total Attachments: 6</b>			
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**NOTICE OF CHANGE OF ADMINISTRATIVE AGENT –  
ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS**

NOTICE OF CHANGE OF ADMINISTRATIVE AGENT dated as of May 23, 2014, by and between WYLE LABORATORIES, INC., BARCLAYS BANK PLC, and JPMORGAN CHASE BANK, N.A., among other parties.

**WITNESSETH:**

WHEREAS, **WYLE LABORATORIES, INC.**, a Delaware corporation (“Wyle”) owns all right, title and interest in and to the trademark registrations listed in Schedule A hereto (the “Trademarks”);

WHEREAS, pursuant to the Credit Agreement, dated as of March 26, 2010 (as amended from time to time, the “Credit Agreement”), among **WYLE SERVICES CORPORATION**, a Delaware corporation (the “Borrower”), **WYLE INC.**, a Delaware corporation (the “Parent”), certain Domestic Subsidiaries of the Parent (the foregoing, collectively, the “Guarantors”), the several lenders from time to time parties thereto (the “Lenders”), **BARCLAYS BANK PLC**, as Administrative Agent (the “Existing Agent”), and the other parties thereto, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Borrower executed and delivered a Security Agreement, dated as of March 26, 2010, in favor of the Existing Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Wyle pledged and granted to the Existing Agent, a continuing security interest in all Intellectual Property, including the Trademarks, on the terms and conditions set out in the Security Agreement;

WHEREAS, in connection with the Security Agreement, Wyle executed and delivered a Trademark Security Agreement, dated as of September 8, 2010, in favor of the Existing Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Trademark Security Agreement”);

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office at Reel 004274, Frame 0255 on September 8, 2010; and

WHEREAS, concurrently with the execution of this document, Borrower will enter into an Amendment, Resignation, Waiver, Consent and Appointment Agreement whereby the Existing Agent resigns as the Administrative Agent, and the Lenders appoint **JPMORGAN CHASE BANK, N.A.**, a national banking association (the “Successor”

Agent”), as successor Administrative Agent under the Credit Agreement, the Security Agreement and the other Loan Documents;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party, the parties hereby agree and confirm that:

1. Barclays Bank PLC has ceased to be the Administrative Agent for the Lenders under the Credit Agreement, the Security Agreement and the other Loan Documents;
2. JPMorgan Chase Bank, N.A. is now the Administrative Agent for the Lenders under the Credit Agreement, the Security Agreement and the other Loan Documents, succeeding the Existing Agent in such capacity;
3. To effectuate such succession, the Existing Agent hereby assigns and transfers to the Successor Agent all of the Existing Agent’s security interest in the Trademarks;
4. Nothing herein shall be deemed to terminate, interrupt or otherwise disturb or disrupt the continuity of the security interest in the Trademarks originally granted to the Existing Agent, which security interest is now succeeded by and transferred to the Successor Agent; and
5. To the extent applicable, the parties hereto authorize and request that the Commissioner of Patents and Trademarks of the United States records this assignment of security interest in the Trademarks.

All other terms and conditions are more fully set out in the Credit Agreement. Unless otherwise defined herein or the context otherwise requires, the terms used in this agreement shall have the meanings provided or provided by reference in the Credit Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

JPMORGAN CHASE BANK, N.A.  
as Successor Agent

By:   
Name: Bruce S. Borden  
Title: Executive Director

**BARCLAYS BANK PLC**  
as Existing Agent

By: 

Name:

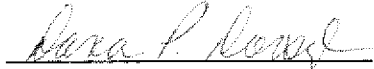
Christopher R. Lee

Title:

Assistant Vice President

AGREED AND ACKNOWLEDGED:

**WYLE LABORATORIES, INC.**

By: 

Name: Dana P. Dorsey

Title: Senior Vice President and Chief Financial Officer

## SCHEDULE A

### Trademark Registrations

Description	Owner	Application No.	Registration No.
WYLE TRUSTED SERVICES AND SOLUTIONS	Wyle Laboratories, Inc.	85/083,787	4,074,865
TRUSTED SERVICES AND SOLUTIONS	Wyle Laboratories, Inc.	85/083,767	4,080,870