

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM365647

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
IEC Electronics Corp.		12/14/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Manufacturers and Traders Trust Company		
<b>Street Address:</b>	255 East Avenue		
<b>City:</b>	Rochester		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14604		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86755898	IEC ELECTRONICS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129774405		
<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>	312-977-4641		
<b>Email:</b>	tefiester@nixonpeabody.com		
<b>Correspondent Name:</b>	Richard C. Himelhoch		
<b>Address Line 1:</b>	70 W. Madison Street, Suite 3500		
<b>Address Line 2:</b>	Nixon Peabody LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60602		
<b>ATTORNEY DOCKET NUMBER:</b>	082205-000066		
<b>NAME OF SUBMITTER:</b>	Richard C. Himelhoch		
<b>SIGNATURE:</b>	/Richard C. Himelhoch/		
<b>DATE SIGNED:</b>	12/14/2015		
<b>Total Attachments: 5</b>			
source=Supplement to Trademark Security Agreement (Fifth A&R Credit Agreement)--M&T--IEC#page1.tif			
source=Supplement to Trademark Security Agreement (Fifth A&R Credit Agreement)--M&T--IEC#page2.tif			
source=Supplement to Trademark Security Agreement (Fifth A&R Credit Agreement)--M&T--IEC#page3.tif			
source=Supplement to Trademark Security Agreement (Fifth A&R Credit Agreement)--M&T--IEC#page4.tif			

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SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENT (this "*Supplement*"), dated as of December 14, 2015, is entered into by and between IEC ELECTRONICS CORP., a Delaware corporation having an address of 105 Norton Street, Newark, New York 14513 ("*Grantor*"), and MANUFACTURERS AND TRADERS TRUST COMPANY, a New York banking corporation having an address of 255 East Avenue, Rochester, New York 14604 (the "*Lender*" and "*Secured Party*") and amends that certain Trademark Security Agreement dated as of May 30, 2008 by and between Grantor and Secured Party, as amended by that Supplement to Trademark Security Agreement dated as of January 18, 2013 (as so amended, and as the same may be further amended, supplemented, amended and restated or otherwise modified from time to time, the "*Trademark Security Agreement*"). Capitalized terms used herein shall have the meanings attributed to such terms in the Trademark Security Agreement.

WHEREAS, simultaneously herewith, Grantor and the Secured Party are entering into a Fifth Amended and Restated Credit Facility Agreement, dated as of December 14, 2015 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "*Credit Agreement*"), pursuant to which, subject to the terms and conditions contained therein, the Lender is to make credit facilities available to the Grantor;

WHEREAS, pursuant to the provisions of the Trademark Security Agreement, the parties desire to amend Schedule A thereto to list rights obtained by Grantor in additional trademarks and other rights related thereto; and

WHEREAS, it is a condition precedent to the Secured Party's making credit facilities available to the Grantor under the Credit Agreement that the Grantor shall have executed and delivered this Supplement for the benefit of the Secured Party.

NOW, THEREFORE, the Grantor agrees, for the benefit of Secured Party, as follows:

1. In accordance with the Trademark Security Agreement, the undersigned by its signature below:

(a) agrees that Schedule A attached hereto shall be deemed to be a part of Schedule A thereto; and

(b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof.

2. The Grantor hereby represents and warrants that this Supplement has been duly authorized, executed and delivered by the undersigned and constitutes a legal, valid and binding obligation of the undersigned, enforceable against it in accordance with its terms.

3. Except as expressly supplemented hereby, the Trademark Security Agreement shall remain in full force and effect in accordance with its terms.

4. In the event any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Trademark Security Agreement shall not in any way be affected or impaired.

5. Without limiting the provisions of the Credit Agreement (or any Loan Document, including the Trademark Security Agreement), the undersigned agrees to reimburse the Secured Party for its reasonable out-of-pocket expenses in connection with this Supplement, including reasonable attorneys' fees and expenses of the Secured Party.

6. This Supplement shall be deemed to be a contract made under and governed by the laws of the state of New York. This Supplement, the Trademark Security Agreement and the other related documents constitute the entire understanding among the parties hereto with respect to the subject matter hereof and thereof and supersede any prior agreements, written or oral, with respect thereto.

7. This Supplement hereby incorporates by reference the provisions of the Trademark Security Agreement, which provisions are deemed to be a part hereof, and this Supplement shall be deemed to be a part of the Trademark Security Agreement.


8. This Supplement may be executed by the parties hereto in several counterparts and may be delivered via email or other electronic format, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Signature Page Follows]

[Signature Page to Supplement to Trademark Security Agreement]

IN WITNESS WHEREOF, the undersigned has caused this Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

IEC ELECTRONICS CORP.

By:   
Name: Michael T. Williams  
Title: Chief Financial Officer

ACKNOWLEDGED AND ACCEPTED BY:

MANUFACTURERS AND TRADERS TRUST COMPANY

By: \_\_\_\_\_  
Name: J. Theodore Smith  
Title: Administrative Vice President

[Signature Page to Supplement to Trademark Security Agreement]

IN WITNESS WHEREOF, the undersigned has caused this Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

IEC ELECTRONICS CORP.

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

Name: Michael T. Williams

Title: Chief Financial Officer

ACKNOWLEDGED AND ACCEPTED BY:

MANUFACTURERS AND TRADERS TRUST COMPANY

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




Name: J. Theodore Smith

Title: Administrative Vice President

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This Schedule A is attached to, and terms used herein have the meanings given in, the Trademark Security Agreement made by IEC Electronics Corp. (“*Grantor*”) dated as of May 30, 2008, as amended by (i) that Supplement to Trademark Security Agreement dated as of January 18, 2013 and (ii) that Supplement to Trademark Security Agreement dated as of December 14, 2015.

Trademarks of Grantor

Mark	Country	Application No.	Registration No.	Assignee
<b>IEC ELECTRONICS &amp; Design</b> 	CA	1,756,016	Pending	IEC Electronics Corp.
<b>IEC ELECTRONICS &amp; Design</b> 	MX	1682625	Pending	IEC Electronics Corp.
<b>IEC Logo</b> 	US	86/755,898	Pending	IEC Electronics Corp.