

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM365887

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademark Rights		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wyle Laboratories, Inc.		12/11/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SunTrust Bank, as Administrative Agent		
Street Address:	211 Perimeter Center Parkway		
Internal Address:	Suite 100		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30346		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4576657	SCOPE1080	
Registration Number:	4080870	TRUSTED SERVICES AND SOLUTIONS	
Registration Number:	4074865	WYLE TRUSTED SERVICES AND SOLUTIONS	
Registration Number:	3625823	WYLE	
Registration Number:	3451323	DON'T LEAVE EARTH WITHOUT US	
Registration Number:	3350896	WYLE	
Registration Number:	3052408	DICERNO	
Registration Number:	2129270	WYLE LABORATORIES QUALITY APPROVED COMPE	
Registration Number:	2125993	NRTL WYLE LABS	
Registration Number:	2125992	WYLE LABS	
Registration Number:	2023091	WYLE LABORATORIES	
CORRESPONDENCE DATA			
Fax Number:	9192868199		
<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:	919 286-8000		
Email:	PTO_TMconfirmation@mvalaw.com		
Correspondent Name:	MOORE & VAN ALLEN PLLC		
Address Line 1:	3015 CARRINGTON MILL BOULEVARD		
TRADEMARK			

OP \$290.00 4576657

Address Line 2: SUITE 400
Address Line 4: MORRISVILLE, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER: 410643.142

NAME OF SUBMITTER: John E. Slaughter, III

SIGNATURE: /jes/

DATE SIGNED: 12/15/2015

Total Attachments: 5

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of December 11, 2015 is made by Wyle Laboratories, Inc., a Delaware corporation (the "Grantor"), in favor of SunTrust Bank, as Administrative Agent (the "Agent") for the Secured Parties, parties to the Credit Agreement, dated as of December 11, 2015 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Wyle Services Corporation (the "Borrower"), Wyle Inc. and its Domestic Subsidiaries from time to time parties to the Credit Agreement, the Lenders, and SunTrust Bank, as Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, 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; and

WHEREAS, in connection with the Credit Agreement, the Borrower and certain other subsidiaries of the Borrower have executed and delivered an Security Agreement, dated as of December 11, 2015, in favor of the 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, the Grantor pledged, assigned and granted to the Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in the Collateral, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, the Grantor agrees, on behalf of and for the ratable benefit of the Secured Parties, as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

Section 2. Grant of Security Interest. The Grantor hereby pledges and grants a security interest in all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent on behalf of and for the ratable benefit of the Secured Parties to secure payment, performance and observance of the Obligations.

Section 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

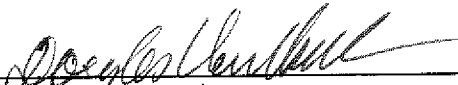
Section 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Section 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[SIGNATURE PAGE FOLLOWS]

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.

WYLE LABORATORIES, INC.,
a Delaware corporation

By: 
Name: Douglas Van Kirk
Title: Vice President, Corporate Controller and Secretary

SUNTRUST BANK
as Administrative Agent

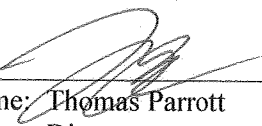
By: _____
Name:
Title:

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.

WYLE LABORATORIES, INC.,
a Delaware corporation

By: _____
Name:
Title:

SUNTRUST BANK
as Administrative Agent

By:  _____
Name: Thomas Parrott
Title: Director

SCHEDULE A

**Wyle Laboratories, Inc.
(Delaware Corporation)**

U.S. Trademarks

Registered Marks

Mark	Reg. No.	Reg. Date
SCOPE1080	4576657	07/29/14
TRUSTED SERVICES AND SOLUTIONS	4080870	01/03/12
WYLE TRUSTED SERVICES AND SOLUTIONS	4074865	12/20/11
WYLE	3625823	05/26/09
DON'T LEAVE EARTH WITHOUT US	3451323	06/17/08
WYLE	3350896	12/11/07
DICERNO	3052408	01/31/06
WYLE LABORATORIES QUALITY APPROVED COMPETITIVE TESTED and Design	2129270	01/13/98
NRTL WYLE LABS and Design	2125993	12/30/97
WYLE LABS and Design	2125992	12/30/97
WYLE LABORATORIES	2023091	12/17/96