

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM374625

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BEI NORTH AMERICA LLC		02/24/2016	LIMITED LIABILITY COMPANY: DELAWARE
CRYDOM, INC.		02/24/2016	CORPORATION: DELAWARE
CUSTOM SENSORS & TECHNOLOGIES, INC.		02/24/2016	CORPORATION: DELAWARE
KAVLICO CORPORATION		02/24/2016	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	MORGAN STANLEY SENIOR FUNDING, INC.
Street Address:	1585 BROADWAY
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Serial Number:	86511401	BEI KIMCO
Serial Number:	85597042	SWIFTCOMM
Serial Number:	85596986	SWIFTCOMM
Serial Number:	74020873	CRYDOM
Serial Number:	85642725	GORDOS
Serial Number:	77245270	CST
Serial Number:	75449168	BEI
Serial Number:	75449288	BEI
Serial Number:	73138390	BEI
Serial Number:	75339205	EXPRESS ENCODER
Serial Number:	75087544	MODEL H20
Serial Number:	75087396	MODEL H25
Serial Number:	78684136	OMNICODER
Serial Number:	77245034	CST
Serial Number:	75494783	KAVLICO

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	78499054	KAVLICO
Serial Number:	75495991	TECHNOLOGY THAT FITS

CORRESPONDENCE DATA

Fax Number: 6508385109

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: 650-838-3743

Email: JLIK@SHEARMAN.COM

Correspondent Name: MARK LANGER

Address Line 1: 1460 EL CAMINO REAL, 2ND FLOOR

Address Line 2: SHEARMAN & STERLING LLP

Address Line 4: MENLO PARK, CALIFORNIA 94025

ATTORNEY DOCKET NUMBER:	35613/12262
NAME OF SUBMITTER:	MARK LANGER
SIGNATURE:	/MARK LANGER/
DATE SIGNED:	02/24/2016

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Trademark Security Agreement*”) dated February 24, 2016 is made by the Persons listed on the signature pages hereto (each, a “**Grantor**” and, collectively, the “**Grantors**”) in favor of Morgan Stanley Senior Funding, Inc., as collateral agent (the “**Collateral Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, SENSATA TECHNOLOGIES B.V., a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands, SENSATA TECHNOLOGIES FINANCE COMPANY, LLC, a Delaware limited liability company, and SENSATA TECHNOLOGIES INTERMEDIATE HOLDING B.V., a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands, have entered into a Credit Agreement dated as of May 12, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) with the Lenders party thereto and MORGAN STANLEY SENIOR FUNDING, INC., as administrative agent.

WHEREAS, as a condition precedent to (i) the making of the Loans, (ii) the issuance of Letters of Credit by the Lenders under the Credit Agreement, (iii) the Bilateral Obligations provided by the Bilateral Providers from time to time and (iv) the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Domestic Security Agreement dated as of May 12, 2011 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”). Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement. Terms defined in the Credit Agreement and not otherwise defined herein or in the Security Agreement are used herein as defined in the Credit Agreement.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain Trademarks constituting Material Intellectual Property Collateral of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in such Grantor’s right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “*Trademark Collateral*”), whether now owned or hereafter acquired or arising:

- (i) each Trademark constituting Material Intellectual Property Collateral owned by the Grantor (including, without limitation, each Trademark registration and application therefor, referred to in Schedule 1 hereto, and all of the goodwill symbolized by, each Trademark);
- (ii) all registrations and applications for registration for any of the foregoing, together with all renewals thereof;

(iii) all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and

(iv) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing, including, without limitation, all proceeds of any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages.

Section 2. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

Section 3. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 4. Grants, Rights and Remedies. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the U.S. Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof and does not modify its terms or conditions or create any additional rights or obligations for any party thereto or hereto. The Security Agreement (and all rights and remedies of the Collateral Agent thereunder) shall remain in full force and effect in accordance with its terms.

Section 5. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BEI NORTH AMERICA LLC

By: 

Name: Jeffrey Cote
Title: Vice President

CRYDOM, INC.

By: 

Name: Jeffrey Cote
Title: Vice President

CUSTOM SENSORS & TECHNOLOGIES,
INC.

By: 

Name: Jeffrey Cote
Title: Vice President

KAVLICO CORPORATION

By: 

Name: Jeffrey Cote
Title: Vice President

**Schedule 1
to Trademark
Security Agreement**

U.S. Trademark Registrations and Applications

Owner	Country	Trademark	App. No. App. Date	Reg. No. Reg. Date
BEI North America LLC	U.S.	BEI KIMCO	86/511401 1/22/2015	—
BEI North America LLC	U.S.	SWIFTCOMM 	85597042 13-APR-2012	4271164 8-Jan-2013
BEI North America LLC	U.S.	SWIFTCOMM	85596986 13-APR-2012	4271163 8-Jan-2013
Crydom, Inc.	U.S.	CRYDOM 	74020873 22-JAN-1990	1628110 18-DEC-1990
Crydom, Inc.	U.S.	GORDOS	85642725 04-JUN-2012	4522579 29-Apr-2014
Crydom, Inc.	U.S.	CRYDOM	—	—
Custom Sensors & Technologies, Inc.	U.S.	CST	77/245270 8/2/2007	4396370 9/3/2013
Custom Sensors & Technologies, Inc.	U.S.	BEI	75449168 12-MAR-1998	2380305 29-AUG-2000
Custom Sensors & Technologies, Inc.	U.S.	BEI 	75449288 12-MAR-1998	2380306 29-AUG-2000
Custom Sensors & Technologies, Inc.	U.S.	BEI	73138390 22-AUG-1977	1109920 26-DEC-1978
Custom Sensors & Technologies, Inc.	U.S.	EXPRESS ENCODER	75339205 11-AUG-1997	2187684 08-SEP-1998
Custom Sensors & Technologies, Inc.	U.S.	MODEL H20	75087544 12-APR-1996	2122856 23-DEC-1997
Custom Sensors & Technologies, Inc.	U.S.	MODEL H25	75087396 12-APR-1996	2148583 07-APR-1998

Owner	Country	Trademark	App. No. App. Date	Reg. No. Reg. Date
Custom Sensors & Technologies, Inc.	U.S.	OMNICODER	78684136 02-AUG-2005	3117141 18-JUL-2006
Custom Sensors & Technologies, Inc.	U.S.	CST (Stylized)	77/245034 8/2/2007	4396369 9/3/2013
Kavlico Corporation	U.S.	KAVLICO	75494783 02-JUN-1998	2275901 07-SEP-1999
Kavlico Corporation	U.S.	KAVLICO CORPORATION 	78499054 13-OCT-2004	3149715 26-SEP-2006
Kavlico Corporation	U.S.	TECHNOLOGY THAT FITS	75495991 04-JUN-1998	2274139 31-AUG-1999