

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM389796

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Clements National Company		06/30/2016	Corporation: DELAWARE
SRI Hermetics, LLC		06/30/2016	Limited Liability Company: DELAWARE
TRU Corporation		06/30/2016	Corporation: MASSACHUSETTS
Winchester Electronics Corporation		06/30/2016	Corporation: DELAWARE
Winchester SRC Cables Corp.		06/30/2016	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Antares Capital LP, as Administrative Agent
<b>Street Address:</b>	500 W Monroe Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60661
<b>Entity Type:</b>	Limited Partnership: DELAWARE

## PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	3492128	CONNECTING INNOVATION TO APPLICATION
Registration Number:	2413553	METCON-2
Registration Number:	1133543	C-PRESS
Registration Number:	0912608	
Registration Number:	0800236	K-GRIP JR
Registration Number:	0995593	K-LOC
Registration Number:	1063194	TRI-LOC
Registration Number:	3728087	CERAMAX
Registration Number:	3873188	THE CUSTOM INTERCONNECT LEADER
Registration Number:	3555287	MEIA
Registration Number:	2828683	THE CUSTOM INTERCONNECT LEADER
Registration Number:	2761164	TRU
Registration Number:	2548214	TRU-SQS

CH \$615.00 3492128



Property Type	Number	Word Mark
Registration Number:	2548213	TRU-QDM
Registration Number:	2548212	TRU-QDL
Registration Number:	2562366	TRU-QDS
Registration Number:	2277916	IT PAYS TO BE WELL CONNECTED
Registration Number:	2341770	SQS
Registration Number:	0999163	TRU
Registration Number:	4070161	SRC CABLES
Registration Number:	2076665	CADILLAC
Serial Number:	87025708	MVP
Serial Number:	86939436	POLYIRON
Registration Number:	3339550	KINGS

#### CORRESPONDENCE DATA

Fax Number: 3125774565

*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: 3125778265

Email: kristin.brozovic@kattenlaw.com

Correspondent Name: Kristin Brozovic C/O Katten

Address Line 1: 525 W Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	387132-230
NAME OF SUBMITTER:	Kristin Brozovic
SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	06/30/2016

#### Total Attachments: 9

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of June 30, 2016, (this "Agreement"), by Clements National Company, a Delaware corporation ("Clements"), SRI Hermetics, LLC, a Delaware limited liability company ("SRI Hermetics"), TRU Corporation, a Massachusetts corporation ("TRU"), Winchester Electronics Corporation ("Winchester Electronics") and Winchester SRC Cables Corp., a Delaware corporation ("Winchester SRC"; each of Winchester SRC, Clements, SRI Hermetics, TRU and Winchester Electronics, a "Grantor", and collectively, the "Grantors") 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 June 30, 2016 (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 June 30, 2016 (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 Tyson Bidco Corp., a Delaware corporation ("Purchaser"), which upon effectiveness of the Acquisition and the Mergers will be succeeded by Winchester Electronics Corporation, a Delaware corporation (the "Borrower"), Tyson Intermediate Holdco Corp., 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, each 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 such 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; and

B. 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. Each 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.

**CLEMENTS NATIONAL COMPANY**, a Delaware corporation, as a Grantor

By:   
Name: John Sickler, Jr.  
Title: Chief Financial Officer and Treasurer

**SRI HERMETICS, LLC**, a Delaware limited liability company, as a Grantor

By:   
Name: John Sickler, Jr.  
Title: Chief Financial Officer and Treasurer


**TRU CORPORATION**, a Massachusetts corporation, as a Grantor

By:   
Name: John Sickler, Jr.  
Title: Chief Financial Officer and Treasurer

**WINCHESTER ELECTRONICS CORPORATION**, a Delaware corporation, as a Grantor

By:   
Name: John Sickler, Jr.  
Title: Chief Financial Officer and Treasurer

**WINCHESTER SRC CABLES CORP.**, a Delaware corporation, as a Grantor

By:   
Name: John Sickler, Jr.  
Title: Chief Financial Officer and Treasurer

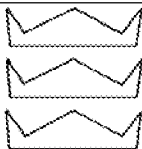


**SCHEDULE I**

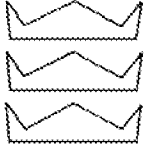
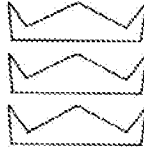
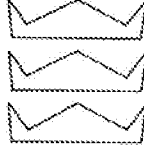
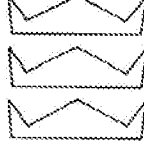
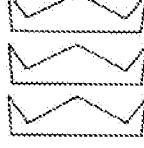
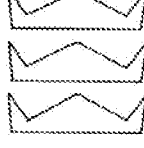
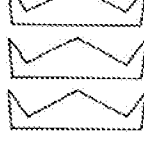
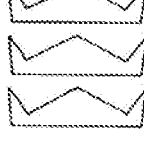
TRADEMARKS

<b>REGISTERED OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>	<b>JURISDICTION</b>
Winchester Electronics Corporation	3339550	KINGS	United States
Winchester Electronics Corporation	TMA177207	KINGS	Canada
Winchester Electronics Corporation	N 1479322	KINGS	France
Winchester Electronics Corporation	876699	KINGS	Germany
Winchester Electronics Corporation	1257177	KINGS	Italy
Winchester Electronics Corporation	132624	KINGS	Sweden
Winchester Electronics Corporation	P-369808	KINGS	Switzerland
Winchester Electronics Corporation	914499	KINGS TR 5	Germany
Winchester Electronics Corporation	3492128	CONNECTING INNOVATION TO APPLICATION	United States
Winchester Electronics Corporation	2413553	METCON-2	United States
Winchester Electronics Corporation	TMA568935	METCON	Canada

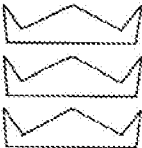
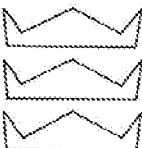


Winchester Electronics Corporation	99 771948	METCON	France
Winchester Electronics Corporation	1257079	METCON	Italy
Winchester Electronics Corporation	P-463390	METCON	Switzerland
Winchester Electronics Corporation	2187309	METCON	United Kingdom
Winchester Electronics Corporation	39761006	MET-CON	Germany
Winchester Electronics Corporation	1133543	C-PRESS	United States
Winchester Electronics Corporation	TMA336627	C-PRESS	Canada
Winchester Electronics Corporation	1178955	C-PRESS	Germany
Winchester Electronics Corporation	65614	C-PRESS	Israel
Winchester Electronics Corporation	1286882	C-PRESS	Italy
Winchester Electronics Corporation	4192161	C-PRESS	Japan
Winchester Electronics Corporation	4001618210000	C-PRESS	South Korea
Winchester Electronics Corporation	1287812	C-PRESS	United Kingdom
Winchester Electronics Corporation	0912608		United States



Winchester Electronics Corporation	TMA179774		Canada
Winchester Electronics Corporation	947258		United Kingdom
Winchester Electronics Corporation	129762		Sweden
Winchester Electronics Corporation	N 1547983		France
Winchester Electronics Corporation	887170		Germany
Winchester Electronics Corporation	33774		Israel
Winchester Electronics Corporation	33775		Israel
Winchester Electronics Corporation	30680		Israel



Winchester Electronics Corporation	1438303		Italy
Winchester Electronics Corporation	P-376439		Switzerland
Winchester Electronics Corporation	0800236	K-GRIP JR	United States
Winchester Electronics Corporation	TMA172995	K-GRIP JR	Canada
Winchester Electronics Corporation	TMA172994	K-GRIP	Canada
Winchester Electronics Corporation	619682	K-GRIP	Switzerland
Winchester Electronics Corporation	879806	K-GRIP JUNIOR	Germany
Winchester Electronics Corporation	1379222	K-GRIP JUNIOR	Italy
Winchester Electronics Corporation	0995593	K-LOC	United States
Winchester Electronics Corporation	30812	GRIP { K-GRIP JR. }	Israel
Winchester Electronics Corporation	TMA179777	TR-4	Canada
Winchester Electronics Corporation	TMA179776	TR-5	Canada
Winchester Electronics Corporation	N 1547984	TR-5	France
Winchester Electronics	1379055	TR-5	Italy



Corporation			
Winchester Electronics Corporation	1063194	TRI-LOC	United States
Winchester Electronics Corporation	1125379	WANQITE	China
Winchester Electronics Corporation	VR 001304 1980 19800314	FLEX-COM	Denmark
Winchester Electronics Corporation	N 1481955	FLEX-COM	France
Winchester Electronics Corporation	1300937	FLEX-COM	Italy
Winchester Electronics Corporation	896051 M	FLEX-COM	Spain
Winchester Electronics Corporation	172856	FLEX-COM	Sweden
Winchester Electronics Corporation	1287813	FLEX-COM	United Kingdom
Winchester Electronics Corporation	356750	FLEX-COM	Benelux
Winchester Electronics Corporation	90609	FLEX-COM	Austria
Winchester Electronics Corporation	992144	FLEX-COM	Germany
Winchester Electronics Corporation	2P-299441	FLEX COM	Switzerland
Winchester Electronics Corporation	4004068720000	WINCHESTER ELECTRONICS	South Korea
SRI Hermetics, LLC	3728087	CERAMAX	United States
TRU Corporation	3873188	THE CUSTOM INTERCONNECT	United States



		LEADER	
TRU Corporation	3555287	MEIA	United States
TRU Corporation	2828683	THE CUSTOM INTERCONNECT LEADER	United States
TRU Corporation	2761164	TRU	United States
TRU Corporation	2548214	TRU-SQS	United States
TRU Corporation	2548213	TRU-QDM	United States
TRU Corporation	2548212	TRU-QDL	United States
TRU Corporation	2562366	TRU-QDS	United States
TRU Corporation	2277916	IT PAYS TO BE WELL CONNECTED	United States
TRU Corporation	2341770	SQS	United States
TRU Corporation	0999163		United States
Winchester SRC Cables Corp.	4070161	SRC CABLES	United States
Clements National Company	2076665		United States
Clements National Company	TMA456617		Canada

#### TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO.	TRADEMARK
Winchester Electronics Corporation	87025708	MVP
Winchester Electronics Corporation	86939436	POLYIRON