

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM405094

<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>
Wescon Controls, LLC	FORMERLY Wescon Products Co.	10/14/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Citibank, N.A.		
<b>Street Address:</b>	99 Wood Avenue, 2nd floor		
<b>City:</b>	Iselin		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08830		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	858904	WESCON	
<b>Registration Number:</b>	2275370	WESCON	
<b>Registration Number:</b>	5043975	WESCON CONTROLS	
<b>Serial Number:</b>	86744501	CONTROLS FOR A WORLD IN MOTION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>	212.237.1162		
<b>Email:</b>	jpastore@windelsmarx.com		
<b>Correspondent Name:</b>	James Patore		
<b>Address Line 1:</b>	156 West 56th Street		
<b>Address Line 2:</b>	Windels Marx Lane & Mittendorf, LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10019		
<b>NAME OF SUBMITTER:</b>	James Pastore		
<b>SIGNATURE:</b>	/James Patore/		
<b>DATE SIGNED:</b>	11/10/2016		
<b>Total Attachments: 7</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Security Agreement"), dated as of October 14, 2016, is made by WESCON CONTROLS, LLC, a Delaware limited liability company, and successor to Wescon Products Company and Wescon Controls Acquisition Co., LLC (the "Grantor") in favor of CITIBANK, N.A., as administrative agent for the Lenders, as defined in the Agreement referred to below (in such capacity, together with all affiliates and successors thereof, in such capacity, the "Administrative Agent").

Grantor is concurrently herewith joining as a Debtor the Security and Pledge Agreement dated as of September 1, 2016 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement"; capitalized terms used herein and not otherwise defined herein having the meanings given them in the Agreement), among SUPRAJIT USA, INC., a corporation organized under the laws of the State of Delaware, and the Administrative Agent, pursuant to SUPPLEMENT NO. 1 thereto dated as of the date hereof.

Under the terms of the Agreement, the Grantor has granted to the Administrative Agent, for its benefit and the benefit of the Lenders, a security interest in, among other property, certain patents and trademarks of the Grantor, and has agreed to execute and deliver this Security Agreement, for recording with the United States Patent and Trademark Office.

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

1. Grant of Security. Grantor hereby grants to the Administrative Agent for its benefit and the benefit of the Lenders, a security interest in all of the Grantor's right, title and interest in and to the following (the "IP Collateral"):

**Section 1.01** the trademark registrations and applications set forth in Schedule I hereto, together with the goodwill symbolized thereby and all extensions and renewals thereof (the "Trademarks"), **excluding** only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

**Section 1.02** the patent registrations set forth in Schedule II hereto, together with all extensions and renewals thereof (the "Patents");

**Section 1.03** all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

**Section 1.04** any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

**Section 1.05** any and all claims, with respect to any of the foregoing, for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

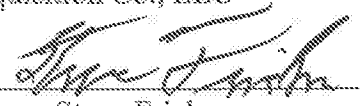
2. Recordation. The Grantor authorizes the Commissioner for Trademarks, the Commissioner for Patents and any other government officials to record and register this Security Agreement upon request by the Administrative Agent.
3. Loan Documents. This Security Agreement has been entered into (a) pursuant to and in conjunction with the Agreement, which is hereby incorporated by reference, and (b) as required by the Loan Agreement. The provisions of the Agreement and the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Administrative Agent with respect to the IP Collateral are as provided by the Agreement, the Loan Agreement and all related documents, and nothing in this Security Agreement shall be deemed to limit such rights and remedies.
4. Execution in Counterparts. This Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Security Agreement by telecopy or other electronic (i.e., "e-mail") transmission shall be effective as delivery of a manually executed counterpart of this Security Agreement.
5. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of New York.

[SIGNATURE PAGE FOLLOWS]

[Signature page to Intellectual Property Security Agreement]

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

WESCON CONTROLS, LLC,  
successor to Wescon Products  
Company and Wescon Controls  
Acquisition Co., LLC

By 

Name: Steve Fricker

Title: Treasurer & CFO

Agreed to and Accepted:

CITIBANK, N.A.,  
as Administrative Agent

By .....

Name:

Title:

[Signature page to Intellectual Property Security Agreement]

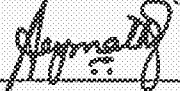
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WESCON CONTROLS, LLC,  
successor to Wescon Products  
Company and Wescon Controls  
Acquisition Co., LLC

By \_\_\_\_\_  
Name:  
Title:

Agreed to and Accepted:

CITIBANK, N.A.,  
as Administrative Agent

By  \_\_\_\_\_  
Name: *RAJ MATHUR*  
Title: *VICE PRESIDENT*

## SCHEDULE I

### USA Trademarks

Owner: Wescon Controls, LLC

Title	Application	Application Date	Registration	Registration Date	Status
WESCON	72/287398	Dec. 22, 1967	858904	Oct. 22, 1968	Registered
WESCON and Design	75/363831	Sep. 26, 1997	2275370	Sep. 07, 1999	Registered
WESCON CONTROLS and Design	86/744446	Sep. 1, 2015	5043975	Sep. 20, 2016	Registered
CONTROLS FOR A WORLD IN MOTION	86/744501	Sep. 1, 2015			Application pending

SCHEDULE II

USA PATENTS

PATENT NUMBER	TITLE DESCRIPTION	ISSUE DATE	EXPIRATION DATE	OWNER
5,906,139	CONTROL ASSEMBLY WITH LOCKING COLLET	5/25/1999	11/12/2017	WESCON PRODUCTS CO.
6,023,993	CONDUIT GUIDE FITTING	2/15/2000	11/22/2017	WESCON PRODUCTS CO.
6,047,614	DUAL ACTION BAIL AND LEVER LAWNMOWER CONTROL ASSEMBLY	4/11/2000	10/12/2018	WESCON PRODUCTS CO.
6,070,487	PANEL MOUNT CABLE CONTROL ASSEMBLY	6/6/2000	11/12/2017	WESCON PRODUCTS CO.
6,129,803	METHOD FOR PRODUCING A THERMOPLASTIC CONTAINER	10/10/2000	9/2/2017	WESCON PRODUCTS CO.
6,354,170	COMPOSITE REMOTE VALVE CONTROL	3/12/2002	6/13/2020	WESCON PRODUCTS CO.
7,571,788	PANEL MOUNT CABLE CONTROL ASSEMBLY	8/11/2009	2/24/2026	WESCON CONTROLS, LLC
7,591,126	APPARATUS FOR TWO MOTION CABLE ENGAGEMENT	9/22/2009	6/19/2026	WESCON CONTROLS, LLC
7,607,369	CONDUIT GUIDE CLIP INLINE CONDUIT	10/28/2009	4/29/2027	WESCON CONTROLS, LLC
7,938,039	SELF-LOCKING CABLE CONTROL APPARATUS	5/10/2011	5/10/2027	WESCON CONTROLS, LLC
8,471,160	INLINE CONDUIT SWITCH	6/25/2013	7/28/2029	WESCON CONTROLS, LLC
D473526	REMOTE VALVE CONTROL HANDLE	4/22/2003	4/22/2017	WESCON CONTROLS, LLC
D570207	CONDUIT GUIDE CLIP	6/3/2008	6/3/2022	WESCON CONTROLS, LLC

INTERNATIONAL PATENTS

PATENT NUMBER	TITLE DESCRIPTION	ISSUE DATE	EXPIRATION DATE	OWNER
602007037862.1 (GERMANY)	PANEL MOUNT CABLE	7/30/2014	2/21/2027	WESCON CONTROLS, LLC

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**TRADEMARK**  
**REEL: 005917 FRAME: 0845**



	CONTROL ASSEMBLY			
1826423 (UK)	PANEL MOUNT CABLE CONTROL ASSEMBLY	7/30/2014	2/21/2027	WESCON CONTROLS, LLC
1826423 (ITALY)	PANEL MOUNT CABLE CONTROL ASSEMBLY	7/30/2014	2/21/2027	WESCON CONTROLS, LLC
1826423 (EPO)	PANEL MOUNT CABLE CONTROL ASSEMBLY	7/30/2014	2/21/2027	WESCON CONTROLS, LLC