

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM417668

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MAROX CORPORATION		02/28/2017	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	NEWSPRING MEZZANINE CAPITAL III, L.P.		
Street Address:	555 Lancaster Avenue		
Internal Address:	Suite 520		
City:	Radnor		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	Limited Partnership: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2775483	MAROX	
CORRESPONDENCE DATA			
Fax Number:	8668949746		
<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:	2128082700		
Email:	rizzosd@pepperlaw.com		
Correspondent Name:	Pepper Hamilton LLP		
Address Line 1:	620 EIGHTH AVENUE		
Address Line 2:	37TH FLOOR		
Address Line 4:	NEW YORK, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	140856.13		
NAME OF SUBMITTER:	Samantha Rizzo		
SIGNATURE:	/Samantha Rizzo/		
DATE SIGNED:	02/28/2017		
Total Attachments: 8			
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THIS AGREEMENT AND THE OBLIGATIONS EVIDENCED HEREBY, AND THE RIGHTS AND REMEDIES OF THE SECURED PARTY, ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (AS THE SAME MAY BE AMENDED, SUPPLEMENTED, RESTATED OR OTHERWISE MODIFIED FROM TIME TO TIME IN ACCORDANCE WITH THE PROVISIONS THEREOF, THE "SUBORDINATION AGREEMENT") DATED AS OF FEBRUARY 28, 2017, BY AMONG OTHERS, MANUFACTURERS AND TRADERS TRUST COMPANY, A NEW YORK BANKING CORPORATION AND NEWSRING MEZZANINE CAPITAL III, L.P., A DELAWARE LIMITED PARTNERSHIP, TO THE SENIOR LOANS (AS DEFINED IN THE SUBORDINATION AGREEMENT); AND THE SECURED PARTY, BY ITS ACCEPTANCE HEREOF, SHALL BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**IP Security Agreement**"), dated February 28, 2017, effective as of February 28, 2017, is made by MAROX CORPORATION, a Massachusetts corporation with its principal place of business located at 373 Whitney Avenue, Holyoke, Massachusetts 01040-2766 (immediately after the consummation of the Acquisition and execution of the Joinder Agreement, the "**Grantor**") in favor of NEWSRING MEZZANINE CAPITAL III, L.P., a Pennsylvania limited partnership with its principal office at 555 Lancaster Avenue, Suite 520, Radnor, PA 19087 (the "**Secured Party**"). Capitalized terms used but not otherwise defined herein shall have the same meaning given to such terms in the Loan Agreement.

BACKGROUND

A. The Grantor and Sussex Wire, Inc., a New Jersey corporation, have entered into a Senior Subordinated Credit Agreement dated as of the date hereof (the "**Loan Agreement**") with the Secured Party.

B. As a condition precedent to the making of loans by the Secured Party under the Loan Agreement, the Grantor has executed and delivered to the Secured Party that certain General Security Agreement dated the date hereof (the "**Security Agreement**").

C. Under the terms of the Security Agreement, the Grantor has granted to the Secured Party, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

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

1. Grant of Security. The Grantor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title and interest of the Grantor in, to and under the following,

wherever located, and whether now existing or hereafter arising or acquired from time to time (the “**IP Collateral**”):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the “**Patents**”);

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and 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, attachment or enforcement of a security interest therein would, under applicable federal law, impair the ability to register such applications or the validity or enforceability of registrations issuing from such applications;

(c) the copyright registrations, applications and copyright registrations and applications exclusively licensed to the Grantor set forth in Schedule 3 hereto, and all extensions and renewals thereof (the “**Copyrights**”);

(d) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) 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

(f) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable 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 Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the Secured Party.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the IP Collateral are as provided by the Loan Agreement, the Security Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP 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 IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6. Governing Law. This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Pennsylvania, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction).

[Remainder of page intentionally left blank]

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

The following Loan Party intending by its signature hereto to join this Agreement immediately upon consummation of the Acquisition and execution of the Joinder Agreement:

MAROX CORPORATION

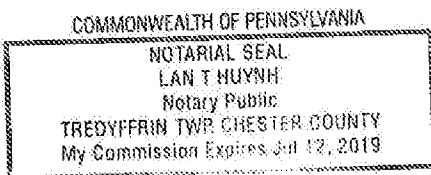
By: 
Timothy Kardish
President and Chief Executive Officer

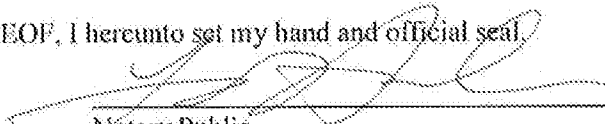
Addresses for Notices: Four Danforth Road, Easton,
Pennsylvania 18045

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF Chester : ss
:

On this, the 27 day of February 2017, before me, a Notary Public, the undersigned officer, personally appeared Tim Kardish who acknowledged himself to be the President and Chief Executive Officer of Marox Corporation, a Massachusetts corporation, and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of such corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.




Notary Public

(Secured Party Signature Page Follows)


[Signature page to Intellectual Property Security Agreement (Mezzanine -- Marox)]

AGREED TO AND ACCEPTED BY:

NEWSPRING MEZZANINE CAPITAL III, L.P.

By: NSM III GP, L.P., its General Partner

By: NSM III GP, LLC, its General Partner

By: 
Steven Hobman
President

Address for Notices:
555 Lancaster Avenue, Suite 520,
Radnor, PA 19087

[Signature page to Intellectual Property Security Agreement (Mezzanine – Marox)]

TRADEMARK
REEL: 005997 FRAME: 0159

SCHEDULE 1

PATENTS

None.

PATENT APPLICATIONS

None.

SCHEDULE 2

TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
Marox	2,775,483	October 21, 2003

TRADEMARK APPLICATIONS

None.

SCHEDULE 3
COPYRIGHT REGISTRATIONS AND APPLICATIONS

None.