

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM455193

<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>
Calient Technologies, Inc.		12/15/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Calient Holdings, LLC		
<b>Street Address:</b>	25 Castilian Drive		
<b>City:</b>	Goleta		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	93117		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2779898	CALIENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128622200		
<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>	3128622000		
<b>Email:</b>	rob.soneson@kirkland.com		
<b>Correspondent Name:</b>	Rob Soneson		
<b>Address Line 1:</b>	300 N. LaSalle		
<b>Address Line 2:</b>	Kirkland & Ellis LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654		
<b>ATTORNEY DOCKET NUMBER:</b>	42675-1-RFS		
<b>NAME OF SUBMITTER:</b>	Rob Soneson		
<b>SIGNATURE:</b>	/rsoneson/		
<b>DATE SIGNED:</b>	12/19/2017		
<b>Total Attachments: 4</b>			
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 15, 2017, is made by Calient Technologies, Inc. (the "Grantor") in favor of Calient Holdings, LLC (together with its successors and permitted assigns, the "Secured Party").

### WITNESSETH:

WHEREAS, the Grantor, the Secured Party and Suzhou Chunxing Precision Mechanical Co., Ltd. (the "Parent") have entered into that certain Guaranty and Intellectual Property Security Agreement, dated as of December 15, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which Grantor has agreed to grant to the Secured Party a security interest in, and lien on, all of the Trademark Collateral (defined below); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement for purposes of recording such security interest with the United States Patent and Trademark Office.

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

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, to secure the complete and timely payment and performance of the Secured Obligations by the Parent, unconditionally and irrevocably, pledges, grants and hypothecates to the Secured Party a security interest in and Lien on, to the fullest extent permitted by Law, all of the Grantor's right, title and interest of whatsoever kind and nature in and to the following Collateral (the "Trademark Collateral"):

- (a) the Trademarks listed on Schedule 1 hereto;
- (b) all renewals thereof;
- (c) all rights corresponding thereto throughout the world;
- (d) all rights to sue for past, present and future infringements or dilutions thereof; and
- (e) all goodwill associated with or symbolized by any of the foregoing.

Notwithstanding the foregoing, no grant of any security interest or Lien shall be deemed granted hereunder in or on any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal Law.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event of a conflict between the provisions of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.


Section 4. Release and Termination. The Lien on and security interest in the Trademark Collateral shall be released in accordance with the Security Agreement. Upon full payment of the Secured Obligations, this Trademark Security Agreement shall terminate and the Grantor and the Secured Party shall execute all documents, make all filings, and take all other actions, in each case as reasonably requested by the Grantor, to evidence and record the release of the security interests in and Lien on the Trademark Collateral granted herein, and the Grantor and the Secured Party shall bear all costs and expenses associated therewith equally.

Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of Delaware.

[SIGNATURE PAGE FOLLOWS]

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

**CALIENT TECHNOLOGIES, INC.**  
as the Grantor

By:   
Name: S. Atiq Raza  
Title: Chief Executive Officer

SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS:

Mark Name	Country	Application Date	Application Number	Registration Date	Registration Number	Status
CALIENT	United States	05/15/2000	76049606	11/04/2003	2779898	Registered