ETAS ID: TM470963

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT - ABL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type	
ANAREN, INC.		04/18/2018	Corporation: NEW YORK	

#### **RECEIVING PARTY DATA**

Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT		
Street Address:	10 S. DEARBORN ST., 7TH FLOOR		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		

#### **PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark	
Registration Number:	2248022	XINGER	
Registration Number:	2413988	ANAREN	
Registration Number:	2654000	WHAT'LL WE THINK OF NEXT?	
Registration Number:	2624585	RF POWER	
Registration Number:	5270655	ANAREN ATMOSPHERE	
Registration Number:	5270654	ATMOSPHERE	

#### CORRESPONDENCE DATA

Fax Number: 2124552502

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: (212) 455-2256

Email: ksolomon@stblaw.com CECILLIA XIE, ESQ. Correspondent Name:

Address Line 1: SIMPSON THACHER & BARTLETT LLP

Address Line 2: **425 LEXINGTON AVENUE** 

Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	008330/0398
NAME OF SUBMITTER:	Cecillia X. Xie
SIGNATURE:	/cx/
DATE SIGNED:	04/23/2018

TRADEMARK **REEL: 006319 FRAME: 0780** 

900447856

### **Total Attachments: 5**

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#### SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

This Supplement, dated as of April 18, 2018 to the TRADEMARK SECURITY AGREEMENT, dated as of May 31, 2015 (as amended, supplemented or otherwise modified from time to time, the "<u>Trademark Security Agreement</u>"), is made by the signatory hereto (the "<u>Grantor</u>") in favor of JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "<u>Administrative Agent</u>") for the Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below).

WHEREAS, TTM Technologies, Inc., a Delaware corporation (the "Borrower") has entered into the ABL Credit Agreement, dated as of May 31, 2015 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the several banks and other financial institutions or entities from time to time parties thereto (the "Lenders"), certain other parties and the Administrative Agent;

WHEREAS, in connection with the Credit Agreement, the Grantor has entered into the ABL Guarantee and Collateral Agreement, dated as of May 31, 2015 in favor of the Administrative Agent for the benefit of the Secured Parties (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"); and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantor to the Administrative Agent for the ratable benefit of the Secured Parties.

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

- SECTION 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Trademark Security Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable.
- SECTION 2. <u>Grant of Security</u>. Each Grantor hereby pledges and grants to the Administrative Agent for the ratable benefit of the Secured Parties a continuing security interest in and to all of such Grantor's right, title and interest in the Trademarks listed on Schedule A, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations.
- SECTION 3. <u>Recordation</u>. This Trademark Security Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.
- SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto on 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 of this Trademark Security Agreement by telecopy or electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.
- SECTION 5. <u>Governing Law</u>. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York.

SECTION 6. <u>Conflict Provision</u>. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Trademark Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement, as applicable, shall govern.

IN WITNESS WHEREOF, the undersigned have caused this Supplement to be duly executed and delivered as of the date first above written.

ANAREN, INC.,

as Grantor\_

Name: Daniel J. Weber

Title: Secretary

JPMORGAN CHASE BANK, N.A., as Administrative Agent

Title: Executive Director

**REEL: 006319 FRAME: 0785** 

## SCHEDULE A

# **United States Trademarks and Trademark Applications**

Registered owner/ Grantor	Trademark	Country	Status	Registration No. or Application No.
Anaren, Inc.	XINGER	US	Registered	2248022
Anaren, Inc.	ANAREN	US	Registered	2413988
Anaren, Inc.	WHAT'LL WE THINK OF NEXT?	US	Registered	2654000
Anaren, Inc.	RF POWER & Design	US	Registered	2624585
Anaren, Inc.	ANAREN ATMOSPHERE	US	Registered	5270655
Anaren, Inc.	ATMOSPHERE	US	Registered	5270654

**Exclusive Trademark Licenses** 

[Schedule A to Supplement to Trademark Security Agreement (ABL)]

**RECORDED: 04/23/2018**