

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM526202

<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>
Integra Optics, Inc.		06/04/2019	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Antares Capital LP, as Administrative Agent		
<b>Street Address:</b>	500 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5638694	I INTEGRA OPTICS	
<b>Registration Number:</b>	5638693	I INTEGRA OPTICS	
<b>Registration Number:</b>	5519285	INTEGRA OPTICS	
<b>Registration Number:</b>	5420145	THE MOST TRUSTED NAME IN UPTIME	
<b>Registration Number:</b>	5395766	SMARTCODER	
<b>Registration Number:</b>	5202600	INTEGRAOPTICS	
<b>Registration Number:</b>	4785590	SMARTER SOLUTIONS FOR A CONNECTED WORLD	
<b>Registration Number:</b>	4700679	INTEGRAOPTICS	
<b>Registration Number:</b>	4558323	WHO SAYS QUALITY CAN'T COST LESS.	
<b>Registration Number:</b>	5740894	CORE OPTICS	
<b>Registration Number:</b>	5740868	CORE OPTICS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2129408776		
<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>	212.940.6562		
<b>Email:</b>	joanne.arnold@kattenlaw.com		
<b>Correspondent Name:</b>	Joanne BL Arnold		
<b>Address Line 1:</b>	Katten Muchin Rosenman LLP		
<b>Address Line 2:</b>	575 Madison Avenue		

CH \$290.00 5638694

<b>Address Line 4:</b>	New York, NEW YORK 10022-2585
<b>NAME OF SUBMITTER:</b>	Joanne BL Arnold
<b>SIGNATURE:</b>	/Joanne BL Arnold/
<b>DATE SIGNED:</b>	06/04/2019
<b>Total Attachments: 4</b> source=Infinite - First Lien Trademark Security Agreement (Executed)#page1.tif source=Infinite - First Lien Trademark Security Agreement (Executed)#page2.tif source=Infinite - First Lien Trademark Security Agreement (Executed)#page3.tif source=Infinite - First Lien Trademark Security Agreement (Executed)#page4.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of June 4, 2019, (this “**Agreement**”), among Integra Optics, Inc., a New York corporation (the “**Grantor**”), and Antares Capital LP (“**Antares**”), as collateral agent (in such capacity, the “**Administrative Agent**”) for the Secured Parties.

Reference is made to that certain First Lien Pledge and Security Agreement, dated as of May 27, 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**”), by and among Infinite Electronics, Inc., a Delaware corporation (“**Holdings**”), Infinite Electronics International, Inc., a Delaware corporation (the “**Borrower**”), and the other Grantors (as defined therein) from time to time party thereto and the Administrative Agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the First Lien Credit Agreement and Section 4.03(c) 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, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative 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 the Grantor and regardless of where located (collectively, the “**Trademark Collateral**”):

- A. all Trademarks, including those Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all goodwill associated with or symbolized by the Trademarks;
- C. all assets, rights and interests that uniquely reflect or embody the Trademarks;
- D. the right to sue third parties for past, present and future infringements or dilutions of any Trademark; and
- E. all proceeds of and rights associated with the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. **Security Agreement.** The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark 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.

INTEGRA OPTICS, INC.

By:




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Name: Scott Rosner  
Title: Chief Financial Officer, Executive  
President of Finance and Secretary

[Signature Page to Trademark Security Agreement (First Lien)]


**TRADEMARK**  
**REEL: 006660 FRAME: 0728**

ANTARES CAPITAL LP  
as Administrative Agent

By:   
Name: David Armour  
Title: Duly Authorized Signatory

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Integra Optics, Inc.	5638694	I INTEGRA OPTICS
	5638693	I INTEGRA OPTICS
	5519285	INTEGRA OPTICS
	5420145	THE MOST TRUSTED NAME IN UPTIME
	5395766	SMARTCODER
	5202600	INTEGRAOPTICS
	4785590	SMARTER SOLUTIONS FOR A CONNECTED WORLD
	4700679	INTEGRAOPTICS
	4558323	WHO SAYS QUALITY CAN'T COST LESS.
	5740894	
	5740868	CORE OPTICS

TRADEMARK APPLICATIONS

None.