

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM631066

<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>
Lynn Electronics, LLC		03/08/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Brookside Mezzanine Fund IV, L.P.		
<b>Street Address:</b>	201 Tresser Boulevard, Suite 330		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06901		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4207463	OPTILINK	
<b>Registration Number:</b>	5797412	TOTAL CABLE SOLUTIONS	
<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>	415-591-1000		
<b>Email:</b>	trademarksSF@winston.com		
<b>Correspondent Name:</b>	Becky Troutman		
<b>Address Line 1:</b>	101 California Street		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>NAME OF SUBMITTER:</b>	Becky L. Troutman		
<b>SIGNATURE:</b>	/Becky L. Troutman/		
<b>DATE SIGNED:</b>	03/10/2021		
<b>Total Attachments: 6</b>			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of March 8, 2021 between each of the signatories hereto (collectively, the “**Obligors**”) in favor of **BROOKSIDE MEZZANINE FUND IV, L.P.**, in its capacity as Agent for the Secured Parties (in such capacity, together with its permitted successors in such capacity, “**Agent**”), (as defined in the Security Agreement referred to below).

**RECITALS:**

**WHEREAS**, reference is made to that certain Security and Pledge Agreement, dated as of March 8, 2021 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Obligors, the other obligors party thereto and the Agent; and

**WHEREAS**, under the terms of the Security Agreement, each Obligor has (i) as collateral security for the payment and performance of the Secured Obligations, pledged, assigned and granted to the Agent, for the benefit of the Secured Parties, a continuing security interest in and continuing lien on all of such Obligor’s right, title and interest in, to and under the Collateral (as defined in the Security Agreement), including, without limitation, certain Intellectual Property of the Obligors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office (the “**USPTO**”) and other applicable Governmental Authorities. All capitalized terms used herein (including the preamble and recitals hereto) not otherwise defined herein shall have the meanings ascribed thereto in the Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and the agreements, provisions and covenants herein contained, each Obligor and the Agent agree as follows:

**Section 1. Grant of Security.** As collateral security for the payment and performance of the Secured Obligations, whether now existing or hereafter incurred, each Obligor hereby pledges, collaterally assigns and grants to the Agent, for the benefit of the Secured Parties, a continuing security interest in and continuing lien on all of such Obligor’s right, title and interest in, to and under the following:

(a) All United States and foreign patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all United States registrations, provisional and applications referred to in **Schedule 1** hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and improvements described therein; (v) all rights to sue for past, present and future infringements thereof; (vi) all licenses, claims, damages, and proceeds of suit arising therefrom; and (vii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Patents**”).

(b) All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, (other than any “intent to use” Trademark applications for which a statement of use has not been filed and accepted with the USPTO (but only until such statement is filed and accepted with the USPTO)), including, but not limited to (i) the United States registrations and applications referred to in **Schedule 2** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and

symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the "Trademarks").

**Section 2. Recordation.** Each Obligor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

**Section 3. Foreign Intellectual Property.** Notwithstanding anything to the contrary in this Agreement or the foregoing, nothing in this Agreement shall constitute any representation or warranty as to the validity, enforceability or perfection of the Lien granted hereunder in Collateral that is Intellectual Property registered, issued or arising under the laws of a country other than the United States, nor shall this Agreement create an obligation on Obligor to make any filings or take any other actions to record or perfect the Agent's security interest in and continuing lien on Intellectual Property outside of the United States.

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

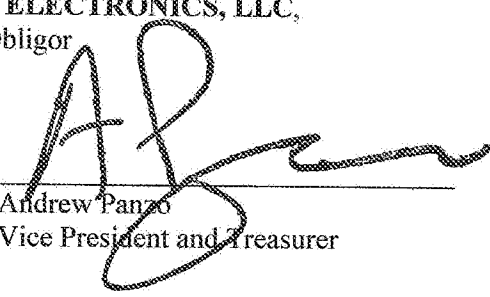
**Section 5. Governing Law.** This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

**Section 6. Conflict Provision.** This Agreement has been entered into in conjunction with the provisions of the Security 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 those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

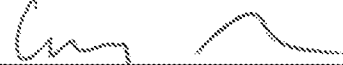
IN WITNESS WHEREOF, each Obligor and the Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

LYNN ELECTRONICS, LLC,  
as an Obligor

By:   
Name: Andrew Panzo  
Title: Vice President and Treasurer

**BROOKSIDE MEZZANINE FUND IV, L.P.**, as  
Agent

By: **BROOKSIDE MEZZANINE PARTNERS  
IV, LLC**,  
a Delaware limited liability company,  
its General Partner

By:   
Name: Corey L. Sclar  
Its: Managing Director

SCHEDULE 1 TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. United States Patents

<b>Name of Owner</b>	<b>Title</b>	<b>Patent #</b>	<b>Issue Date</b>	<b>App. #</b>	<b>App. Date</b>	<b>Status</b>
Lynn Electronics, LLC	Enclosure With Removable Frame	10,274,690	April 30, 2019	15/912,775	March 6, 2018	Active

SCHEDULE 2 TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. United States Trademarks

<b>Name of Owner</b>	<b>Trademark</b>	<b>Reg. #</b>	<b>Reg. Date</b>	<b>App. #</b>	<b>App. Date</b>	<b>Status</b>
Lynn Electronics, LLC	OPTILINK	4207463	September 11, 2012	85381516	July 26, 2011	Active
Lynn Electronics, LLC	TOTAL CABLE SOLUTIONS	5797412	July 9, 2019	87940743	May 30, 2018	Active