OP \$115.00 164627

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM679309

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	U.S. FIRST LIEN TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
IEC Electronics Corp.		10/05/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	10 S Dearborn Street
Internal Address:	Floor L2N
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603-2300
Entity Type:	Bank: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	1646272	IEC
Registration Number:	5177295	IEC ELECTRONICS
Registration Number:	5351131	TRUSTED INGENUITY. PROVEN RELIABILITY.
Registration Number:	5288736	IEC

CORRESPONDENCE DATA

Fax Number:

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: 800-494-5225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1494615 TM D
NAME OF SUBMITTER:	Margot Tolley
SIGNATURE:	/Margot Tolley/
DATE SIGNED:	10/06/2021

Total Attachments: 6

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U.S. FIRST LIEN TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. FIRST LIEN TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of October 5, 2021 (this "<u>Agreement</u>"), by IEC Electronics Corp., a Delaware corporation (the "<u>Grantor</u>"), in favor of JPMorgan Chase Bank, N.A., as administrative agent and collateral agent for the Secured Parties (in such capacities, the "<u>Administrative Agent</u>").

Reference is made to that certain U.S. First Lien Term Loan Pledge and Security Agreement, dated as of October 5, 2021 (as supplemented by that certain Joinder Agreement, dated as of October 5, 2021 (the "Joinder Agreement") by and among the New Subsidiaries party thereto and the Administrative Agent, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantors party thereto and the Administrative Agent. The Lenders have extended credit to the Borrowers subject to the terms and conditions set forth in that certain First Lien Term Loan Credit Agreement, dated as of October 5, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Creation Intermediate Holdings Inc., Creation Technologies Inc., the Co-Borrowers from time to time party thereto, the Lenders 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 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 (including any terms defined therein by reference). Sections 1.03 and 1.06 of the Credit Agreement shall apply to this Agreement *mutatis mutandis*.
- 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 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 rights, title and interests in, to and under all of the following personal property and other assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of, the Grantor, and regardless of where located (collectively, the "IP Collateral"):
- (a) all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on <u>Schedule I</u> hereto;
- (b) all Patents, including the issued Patents and pending applications in the United States Patent and Trademark Office listed on <u>Schedule II</u> hereto;
- (c) all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III hereto; and
 - (d) all Proceeds of 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 IP 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, AND ANY CLAIM, CONTROVERSY OR DISPUTE (WHETHER IN TORT, IN CONTRACT, AT LAW OR IN EQUITY OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATED TO THIS AGREEMENT, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. *Counterparts*. This 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 Agreement that is an Electronic Signature transmitted by fax, emailed .pdf or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement. The words "execution", "signed", "signature", "delivery" and words of like import in or relating to this Agreement shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

IEC ELECTRONICS CORP.

By:

Name: Patrick Freytag

Title: Treasurer

[Signature Page to Intellectual Property Security Agreement (Term Loan)]

SCHEDULE I
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Owner	Mark	Jurisdiction	Serial Number / Registration Number	Status
IEC Electronics Corp.	IEC	U.S.	1646272	Registered
IEC Electronics Corp.	Electronics	U.S.	5177295	Registered
IEC Electronics Corp.	TRUSTED INGENUITY. PROVEN RELIABILITY.	U.S.	5351131	Registered
IEC Electronics Corp.	IEC	U.S.	5288736	Registered

SCHEDULE II

ISSUED PATENTS AND PATENT APPLICATIONS

Owner	Title	Patent No.	<u>USPTO Status</u>
IEC Electronics Corp.	System and Method for Counterfeit IC Detection	9646373	Issued
IEC Electronics Corp.	Detection of a Suspect Counterfeit Part by Chromatography	15/882473	Issued
IEC Electronics Corp.	Electrically Testing Cleanliness of a Panel Having an Electronic Assembly	11102921	Issued

SCHEDULE III

COPYRIGHT APPLICATIONS AND REGISTRATIONS

IEC UCW menu system, TXu 800-909	IEC Electronics	IEC UCW menu system. TX 800-909	Title
V3574D329	TXu000800909	V3570D172	Reg. No.
	1997	2008	Reg. Date
IEC Electronics Corp.	IEC Electronics Corp.	IEC Electronics Corp.	Owner

TRADEMARK REEL: 007445 FRAME: 0008

RECORDED: 10/06/2021