# CH \$415.00 591614

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM747500

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Interest (ABL)

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Telephonics Corporation		08/10/2022	Corporation: DELAWARE

# **RECEIVING PARTY DATA**

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 S. Dearborn		
Internal Address:	Floor L2, IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		

### **PROPERTY NUMBERS Total: 16**

Property Type	Number	Word Mark	
Registration Number:	5916149	SKYSEARCH	
Registration Number:	4772317	SKY SEARCH-2000M	
Registration Number:	4832298	SHARC	
Registration Number:	4919329	TRUSTED TECHNOLOGY FOR A TACTICAL ADVANT	
Registration Number:	4919330	TELEPHONICS TRUSTED TECHNOLOGY FOR A TAC	
Registration Number:	4994324	TLSI SILICON DRIVEN	
Registration Number:	5186799	MOSAIC	
Registration Number:	5465022	TLSI SILICON DRIVEN TELEPHONICS LARGE SC	
Registration Number:	5696707	RAIL-TIME	
Registration Number:	1828812	SURE-COMM	
Registration Number:	1862373	TLSI	
Registration Number:	2143378	AEROTRAC	
Registration Number:	2557989	TELEPHONICS	
Registration Number:	3023097	THREATSTALKER	
Registration Number:	3218558	TRULINK	
Registration Number:	4913878	NETCOM	

### **CORRESPONDENCE DATA**

TRADEMARK REEL: 007803 FRAME: 0708

900712750

**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: 2124552592
Email: jmull@stblaw.com
Correspondent Name: Courtney Welshimer
Address Line 1: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1879
NAME OF SUBMITTER:	J. Jason Mull
SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	08/10/2022

### **Total Attachments: 5**

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### SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

This Supplement, dated as of August 10, 2022 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 Telephonics Corporation (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 by the First Amendment, dated as of September 27, 2016 and the Second Amendment, dated as of June 3, 2019, as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; terms defined in the Credit Agreement being used herein are as therein defined), 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 Assumption Agreement, dated as of August 10, 2022 (the "2022 Assumption Agreement") to 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 by the Assumption Agreement, dated as of April 18, 2018, and the 2022 Assumption Agreement, as further 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, the 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>. The 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 the 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 the Grantor's Obligations.
- SECTION 3. <u>Recordation</u>. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The 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. Governing Law. 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 the Grantor 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 has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

TELEPHONICS CORPORATION,

as Grantor

Name: Todd B. Schull

Title: Executive Vice President and

Chief Financial Officer

JPMORGAN CHASE BANK, N.A.,

as Administrative Agent

Name: Kevin M. Podwika Title: Executive Director

# SCHEDULE A

# United States Trademarks and Trademark Applications

Registered owner/ Grantor	Trademark	Country	Status	Registration No. or Application No.
Telephonics Corporation	SKYSEARCH	US	Registered	5,916,149
Telephonics Corporation	SKY SEARCH-2000M	US	Registered	4,772,317
Telephonics Corporation	SHARC	US	Registered	4,832,298
Telephonics Corporation	TRUSTED TECHNOLOGY FOR A TACTICAL ADVANTAGE	US	Registered	4,919,329
Telephonics Corporation	TELEPHONICS TRUSTED TECHNOLOGY FOR A TACTICAL ADVANTAGE A GRIFFON COMPANY	US	Registered	4,919,330
Telephonics Corporation	TLSI SILICON DRIVEN	US	Registered	4,994,324
Telephonics Corporation	MOSAIC	US	Registered	5,186,799
Telephonics Corporation	TLSI SILICON DRIVEN TELEPHONICS LARGE SCALE INTEGRATION	US	Registered	5,465,022
Telephonics Corporation	RAIL-TIME	US	Registered	5,696,707
Telephonics Corporation	SURE-COMM	US	Registered	1,828,812
Telephonics Corporation	TLSI	US	Registered	1,862,373
Telephonics Corporation	AEROTRAC	US	Registered	2,143,378
Telephonics Corporation	TELEPHONICS	US	Registered	2,557,989
Telephonics Corporation	THREATSTALKER	US	Registered	3,023,097
Telephonics Corporation	TRULINK	US	Registered	3,218,558
Telephonics Corporation	NETCOM	US	Registered	4,913,878

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

**RECORDED: 08/10/2022**