

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM813961

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT (ABL)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Anaren, LLC		05/30/2023	Limited Liability Company: DELAWARE
Telephonics Corporation		05/30/2023	Corporation: DELAWARE
TTM Technologies, Inc.		05/30/2023	Corporation: DELAWARE
TTM Technologies North America, LLC		05/30/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 S. Dearborn		
Internal Address:	Floor L2		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 39			
Property Type	Number	Word Mark	
Registration Number:	2248022	XINGER	
Registration Number:	2413988	ANAREN	
Registration Number:	2654000	WHAT'LL WE THINK OF NEXT?	
Registration Number:	5270654	ATMOSPHERE	
Registration Number:	5270655	ANAREN ATMOSPHERE	
Registration Number:	4154339	HDI-LINK	
Registration Number:	4158070	SUB-LINK	
Registration Number:	4158069	THERMALVIA	
Registration Number:	3787900	NEXTGEN SMV	
Registration Number:	1828812	SURE-COMM	
Registration Number:	2928529	TLSI SILICON DRIVEN	
Registration Number:	1862373	TLSI	
Registration Number:	2143378	AEROTRAC	
Registration Number:	2557989	TELEPHONICS	

CH \$990.00 2248022

Property Type	Number	Word Mark
Registration Number:	3023097	THREATSTALKER
Registration Number:	3218558	TRULINK
Registration Number:	4772317	SKY SEARCH-2000M
Registration Number:	4832298	SHARC
Registration Number:	4913878	NETCOM
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:	5916149	SKYSEARCH
Registration Number:	6987145	TTM TECHNOLOGIES
Registration Number:	6987146	TTM TECHNOLOGIES
Registration Number:	2648125	TTM TECHNOLOGIES
Registration Number:	5217905	PERMASPLICE
Registration Number:	5281764	TTM TECHNOLOGIES
Registration Number:	5337161	TTM TECHNOLOGIES
Registration Number:	2977135	
Registration Number:	2977136	VIASYSTEMS
Registration Number:	2977137	
Registration Number:	2977138	
Registration Number:	2977140	VIASYSTEMS
Registration Number:	3055872	
Registration Number:	1968853	MERIX
Registration Number:	1968854	MERIX M
Serial Number:	75844816	HYPERBGA

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: 2124552592

Email: jnull@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:	05/30/2023

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of May 30, 2023 (as amended, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), is made by each of the signatories hereto (collectively, the “Grantors”) in favor of JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the “Administrative Agent”) 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 Amended and Restated ABL Credit Agreement, dated as of May 30, 2023 (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 Grantors have entered into the Amended and Restated ABL Guarantee and Collateral Agreement, dated as of May 30, 2023 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 Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors 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. Definitions. 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. Grant of Security. 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. Recordation. 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. 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. Conflict Provision. 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 Trademark Security Agreement to be duly executed and delivered as of the date first above written.


ANAREN, LLC,
as Grantor

By: 
Name: Todd B. Schull
Title: Vice President


TELEPHONICS CORPORATION,
as Grantor

By: 
Name: Todd B. Schull
Title: Executive Vice President

TTM TECHNOLOGIES, INC.,
as Grantor

By: 
Name: Todd B. Schull
Title: Executive Vice President and Chief Financial Officer

TTM TECHNOLOGIES NORTH AMERICA, LLC,
as Grantor

By: 
Name: Todd B. Schull
Title: Vice President

{Signature Page to ABL Trademark Security Agreement}

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

By: 

Name: Kevin Podwika
Title: Authorized Officer

SCHEDULE A

United States Trademarks and Trademark Applications

Trademark	Reg. No.	Serial No.	Owner	Country
XINGER	2,248,022	75188449	Anaren, LLC	U.S.
ANAREN	2,413,988	75872016	Anaren, LLC	U.S.
WHAT'LL WE THINK OF NEXT?	2,654,000	76317702	Anaren, LLC	U.S.
ATMOSPHERE	5,270,654	87313450	Anaren, LLC	U.S.
ANAREN ATMOSPHERE	5,270,655	87313458	Anaren, LLC	U.S.
HDI-LINK	4,154,339	77547587	TTM Technologies North America, LLC	U.S.
SUB-LINK	4,158,070	77547596	TTM Technologies North America, LLC	U.S.
THERMALVIA	4,158,069	77/47557	TTM Technologies North America, LLC	U.S.
NEXTGEN SMV	3,787,900	77427744	TTM Technologies North America, LLC	U.S.
SURE-COMM	1,828,812	74320501	Telephonics Corporation	U.S.
TLSI SILICON DRIVEN and Design	2,928,529	76/537,409	Telephonics Corporation	U.S.
TLSI	1,862,373	74455321	Telephonics Corporation	U.S.
AEROTRAC	2,143,378	75115307	Telephonics Corporation	U.S.
TELEPHONICS	2,557,989	76046225	Telephonics Corporation	U.S.
THREATSTALKER	3,023,097	78396244	Telephonics Corporation	U.S.
TRULINK	3,218,558	78348273	Telephonics Corporation	U.S.
SKY SEARCH-2000M	4,772,317	86445895	Telephonics Corporation	U.S.
SHARC	4,832,298	85947883	Telephonics Corporation	U.S.

Trademark	Reg. No.	Serial No.	Owner	Country
NETCOM	4,913,878	77412295	Telephonics Corporation	U.S.
TLSI SILICON DRIVEN	4,994,324	86579382	Telephonics Corporation	U.S.
MOSAIC	5,186,799	86174333	Telephonics Corporation	U.S.
TLSI SILICON DRIVEN TELEPHONICS LARGE SCALE INTEGRATION	5,465,022	86887044	Telephonics Corporation	U.S.
RAIL-TIME	5,696,707	88054319	Telephonics Corporation	U.S.
SKYSEARCH	5,916,149	88090348	Telephonics Corporation	U.S.
TTM TECHNOLOGIES	6,987,145	90557034	TTM Technologies, Inc.	U.S.
TTM TECHNOLOGIES	6,987,146	90557041	TTM Technologies, Inc.	U.S.
TTM TECHNOLOGIES	2,648,125	76109183	TTM Technologies, Inc.	U.S.
PERMASPLICE	5,217,905	87219757	TTM Technologies, Inc.	U.S.
TTM TECHNOLOGIES	5,281,764	86720355	TTM Technologies, Inc.	U.S.
TTM TECHNOLOGIES	5,337,161	87343894	TTM Technologies, Inc.	U.S.
[Design Only]	2,977,135	76478039	TTM Technologies, Inc.	U.S.
VIASYSTEMS	2,977,136	76478041	TTM Technologies, Inc.	U.S.
[Design Only]	2,977,137	76478043	TTM Technologies, Inc.	U.S.
[Design Only]	2,977,138	76478180	TTM Technologies, Inc.	U.S.
VIASYSTEMS	2,977,140	76478471	TTM Technologies, Inc.	U.S.
[Design Only]	3,055,872	76478040	TTM Technologies, Inc.	U.S.

Trademark	Reg. No.	Serial No.	Owner	Country
MERIX	1,968,853	74508908	TTM Technologies North America, LLC	U.S.
MERIX M	1,968,854	74508909	TTM Technologies North America, LLC	U.S.
HYPERBGA	2,928,529	75844816	TTM TECHNOLOGIES NORTH AMERICA, LLC	U.S.