

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM858661

<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>
Bicron Electronics, LLC		12/05/2023	Limited Liability Company: CONNECTICUT
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MS Private Credit Administrative Services LLC, as Collateral Agent		
<b>Street Address:</b>	1585 Broadway, 39th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2939733	BC	
<b>Registration Number:</b>	2994257	BICRON	
<b>Registration Number:</b>	4538297	BICRON VOLTBOSS	
<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>	3129932617		
<b>Email:</b>	atoosa.nowrouzi@lw.com		
<b>Correspondent Name:</b>	Atoosa Nowrouzi		
<b>Address Line 1:</b>	C/O Latham and Watkins 330 N Wabash Ave		
<b>Address Line 2:</b>	Suite 2800		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60611		
<b>ATTORNEY DOCKET NUMBER:</b>	049270-0274 (AN)		
<b>NAME OF SUBMITTER:</b>	ATOOSA NOWROUZI		
<b>SIGNATURE:</b>	/an/		
<b>DATE SIGNED:</b>	12/05/2023		
<b>Total Attachments: 5</b>			
source=Project Emerge - Trademark Security Agreement - Bicron Electronics#page1.tif			

CH \$90.00 2939733

source=Project Emerge - Trademark Security Agreement - Bicon Electronics#page2.tif

source=Project Emerge - Trademark Security Agreement - Bicon Electronics#page3.tif

source=Project Emerge - Trademark Security Agreement - Bicon Electronics#page4.tif

source=Project Emerge - Trademark Security Agreement - Bicon Electronics#page5.tif

TRADEMARK SECURITY AGREEMENT, dated as of December 5, 2023 (this “Agreement”), between BICRON ELECTRONICS, LLC (the “Grantor”) and MS PRIVATE CREDIT ADMINISTRATIVE SERVICES LLC as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is hereby made to that certain Credit Agreement, dated as of December 5, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among MAGNETO COMPONENTS MIDCO, LLC, a Delaware limited liability company (“Initial Holdings”), MAGNETO COMPONENTS BUYCO, LLC, a Delaware limited liability company (the “Company” and the “Principal Borrower”), the Lenders and Issuing Banks party thereto and MS PRIVATE CREDIT ADMINISTRATIVE SERVICES LLC as Administrative Agent and Collateral Agent, and that certain Collateral Agreement, dated as of December 5, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Initial Holdings, the Principal Borrower, the Company, the Grantors (as defined in the Collateral Agreement) from time to time party thereto and the Collateral Agent (together with its successors and assigns). The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, 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 Credit Agreement and the Collateral Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance in full of the Secured Obligations, the Grantor hereby pledges and grants to the Collateral Agent, on behalf and for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under all Trademarks, including those listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark or Trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use Trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the Termination Date, the security interest granted herein shall automatically terminate and be released, and the Collateral Agent on behalf of the Secured Parties shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

*[Remainder of Page Intentionally Left Blank]*

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

BICRON ELECTRONICS, LLC, as Grantor

By:   
Name: John LeMay  
Title: Chief Financial Officer and Treasurer

MS PRIVATE CREDIT ADMINISTRATIVE  
SERVICES, LLC as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to Trademark Security Agreement]

MS PRIVATE CREDIT ADMINISTRATIVE  
SERVICES LLC, as Collateral Agent

By: Sean Sullivan  
Name: Sean Sullivan  
Title: Authorized Signer



[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 008279 FRAME: 0331**

Schedule I to Trademark Security Agreement

United States Registered and Applied-For Trademarks

Registrations

Mark	Serial No.	Filing Date	Registration No.	Registration Date
BC 	78/299756	9/12/2003	2939733	4/12/2005
BICRON	78299719	9/12/2003	2994257	9/13/2005
BICRON VOLTBOSS 	85/562159	3/6/2012	4538297	5/27/2014

Applications

None.

[Schedule 1]

[AM\_ACTIVE 405334977\_2]