

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM858664

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
iNRCORE, LLC		12/05/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MS Private Credit Administrative Services LLC, as Collateral Agent		
Street Address:	1585 Broadway, 39th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	88950597	PPI	
Serial Number:	88950550	PASSIVE PLUS	
Serial Number:	73334703	TTE	
Serial Number:	74065014	GOWANDA	
Serial Number:	88910415	INRCORE	
Serial Number:	97498626	VE	
Serial Number:	97498635	VANGUARD ELECTRONICS	
Serial Number:	97498640	VE VANGUARD ELECTRONICS	
Serial Number:	97498653	VE VANGUARD ELECTRONICS HIGH RELIABILITY	
Serial Number:	88950573	PPI PASSIVE PLUS INC. RF & MICROWAVE COM	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	3129932617		
Email:	atoosa.nowrouzi@lw.com		
Correspondent Name:	Atoosa Nowrouzi		
Address Line 1:	C/O Latham and Watkins 330 N Wabash Ave		
Address Line 2:	Suite 2800		

CH \$265.00 88950597

Address Line 4:	Chicago, ILLINOIS 60611
ATTORNEY DOCKET NUMBER:	049270-0274 (AN)
NAME OF SUBMITTER:	ATOOSA NOWROUZI
SIGNATURE:	/an/
DATE SIGNED:	12/05/2023
Total Attachments: 5 source=Project Emerge - Trademark Security Agreement - iNRCORE#page1.tif source=Project Emerge - Trademark Security Agreement - iNRCORE#page2.tif source=Project Emerge - Trademark Security Agreement - iNRCORE#page3.tif source=Project Emerge - Trademark Security Agreement - iNRCORE#page4.tif source=Project Emerge - Trademark Security Agreement - iNRCORE#page5.tif	

TRADEMARK SECURITY AGREEMENT, dated as of December 5, 2023 (this “Agreement”), between INRCORE, 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

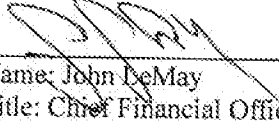
when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

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.

INRCORE, LLC, as Grantor

By: 
Name: John DeMay
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



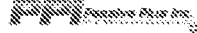
[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008279 FRAME: 0346

Schedule I to Trademark Security Agreement

United States Registered and Applied-For Trademarks

Registrations

Mark	Serial No.	Filing Date	Registration No.	Registration Date
PPI	88/950597	6/5/2020	6237757	1/5/2021
Passive Plus	88/950550	6/5/2020	6368091	6/1/2021
TTE	73/334703	10/29/1981	1244261	7/5/1983
Gowanda	74/065014	6/4/1990	1681004	3/31/1992
INRCORE	88/910415	5/11/2020	6241716	1/5/2021
	97/498626	7/12/2022	N/A	N/A
Vanguard Electronics	97/498635	7/12/2022	N/A	N/A
VE Vanguard Electronics	97/498640	7/12/2022	N/A	N/A
	97/498653	7/12/2022	N/A	N/A
PPI PASSIVE PLUS INC. RF & MICROWAVE COMPONENTS (and Design) 	88950573	6/5/2020	6368092	06/01/2021

Applications

None.