

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALLIED IRISH BANKS, P.L.C.		11/28/2011	COMPANY: IRELAND
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST (LONDON) LIMITED		
Street Address:	1 King's Arms Yard		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2R 7AF		
Entity Type:	COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2806163	IEE	
Registration Number:	2806162	IEE	
CORRESPONDENCE DATA			
Fax Number:	(413)733-4543		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Email:	snyder@ip-lawyers.com		
Correspondent Name:	McCormick, Paulding & Huber		
Address Line 1:	185 Asylum Street, City Place II		
Address Line 4:	Hartford, CONNECTICUT 06103		
ATTORNEY DOCKET NUMBER:	6147-0022		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			

OP \$65.00 2806163

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Nicholas J. Tuccillo

Signature:

/Nicholas J. Tuccillo/

Date:

04/09/2012

Total Attachments: 15

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AMENDMENT TO PLEDGE AGREEMENTS

28 NOVEMBER 2011

relating to a share pledge agreement
relating to accounts pledge agreements
relating to receivables pledge agreements
relating to an IP rights pledge agreement

all as listed in Schedule 1

Between

IEE International Electronics & Engineering S.A.
IEE Holding 1 S.A.
IEE International Electronics & Engineering Malta Limited
IEE International Electronics & Engineering Malta Trading Limited
IEE International Electronics & Engineering Malta Holdings Limited
as Pledgors

and

Allied Irish Banks, p.l.c.
as Retiring Pledgee

and

Wilmington Trust (London) Limited
as Successor Pledgee

ALLEN & OVERY
LUXEMBOURG

THIS AMENDMENT TO THE PLEDGE AGREEMENTS is dated 9.8 November 2011

BETWEEN

- (1) **IEE International Electronics & Engineering S.A.** a public limited liability company (*société anonyme*) incorporated under the laws of the Grand Duchy of Luxembourg (**Luxembourg**) with its registered office at Zone Industrielle, L-6468 Echternach, Luxembourg and registered with the Luxembourg trade and companies register under number B 134 858 (the **Company**);
- (2) **IEE Holding 1 S.A.** a public limited liability company (*société anonyme*) incorporated under the laws of the Grand Duchy of Luxembourg with its registered office at Zone Industrielle, L-6468 Echternach, Luxembourg and registered with the Luxembourg trade and companies register under number B 134 853;
- (3) **IEE International Electronics & Engineering Malta Limited**, a company incorporated and organised under the laws of Malta, registered with the Maltese Registrar of Companies under number C37672 and having its registered office at 167 Merchants' Street, Valletta VLT 1174, Malta (**IEE Malta Limited**);
- (4) **IEE International Electronics & Engineering Malta Trading Limited**, a company incorporated and organised under the laws of Malta, registered with the Maltese Registrar of Companies under number C38352 and having its registered office at 167 Merchants' Street, Valletta VLT 1174, Malta (**IEE Malta Trading**);
- (5) **IEE International Electronics & Engineering Malta Holdings Limited**, a company incorporated and organised under the laws of Malta, registered with the Maltese Registrar of Companies under number C37673 and having its registered office at 167 Merchants' Street, Valletta VLT 1174, Malta (**IEE Malta Holdings**, together with the Company, IEE Holding 1 S.A, IEE Malta Limited, and IEE Malta Trading, the **Pledgors**);
- (6) **Allied Irish Bank, p.l.c.**, acting in its own name and on its own behalf as Retiring Security Agent (as defined in the Security Agency Transfer Deed (as defined below)) and as Retiring Agent (as defined in the Facility Agency Transfer Deed (as defined below)) (the **Retiring Security Agent** or the **Retiring Pledgee**); and
- (7) **Wilmington Trust (London) Limited**, acting in its own name and on its own behalf as Successor Security Agent under clause 28.17 of the Facilities Agreement (the **Successor Security Agent** or **Successor Pledgee**).

WHEREAS

- (A) Pursuant to the terms of a facility agent transfer deed dated on or about the date hereof and entered into by and between Allied Irish Banks, p.l.c. as the retiring agent, Wilmington Trust (London) Limited as the successor agent and the Company (the **Facility Agency Transfer Deed**), the Retiring Agent (as defined therein) appointed the Successor Agent (as defined therein) as its successor and Facility Agent in place of the Retiring Agent for all purposes under and in connection with the Finance Documents.
- (B) In accordance with the terms of the Intercreditor Agreement (as defined below) and pursuant to the terms of the security agency transfer deed dated on or about the date hereof and entered into by and between Allied Irish Banks, p.l.c. as the retiring security agent, Wilmington Trust (London) Limited

as the successor security agent, Allied Irish Banks, p.l.c. as the Facility Agent and the Company (the **Security Agency Transfer Deed**), the Retiring Security Agent has nominated the Successor Security Agent to act as Security Agent in connection with the Finance Documents as from the Effective Date (as defined in the Security Agency Transfer Deed).

- (C) In light of the above, the Retiring Pledgee and the Successor Pledgee, the Company and the Pledgors have agreed to enter into this amendment agreement to the Pledge Agreements (as defined below) (the **Agreement**).
- (D) A full list of all the Luxembourg law governed Security Documents (as defined in the Facilities Agreement) is set forth in Schedule 1.

IT IS AGREED as follows:

Unless a contrary intention appears, terms defined in the Pledge Agreements shall have the same meaning in this Agreement.

1. **DEFINITIONS**

Effective Date has the meaning given to this term in the Security Agency Transfer Deed.

Facilities Agreement means the senior facilities agreement originally dated 14 January 2008 (as amended and supplemented by a supplemental agreement dated 30 June 2008 and as amended and restated by a supplemental agreement dated 16 November 2009) and made between, among others, the Company, the Facility Agent and the Security Agent (each as defined therein).

Intercreditor Agreement means the intercreditor agreement originally dated 16 January 2008 (as amended and supplemented by a supplemental agreement dated 30 June 2008 and as amended and restated by a supplemental agreement dated 16 November 2009) and made between among others, the Company, the Obligor and the Security Agent (each as defined therein).

Party means a party to this Agreement.

Pledge Agreements means the pledge agreements listed in Schedule 1 hereto.

2. **FINANCE DOCUMENTS**

By their execution of this Agreement, the Retiring Pledgee, the Successor Pledgee and the Pledgors designate this Agreement as a Finance Document for the purposes of the definition of "Finance Document" in the Facilities Agreement.

The provisions of the Pledge Agreements shall, save as set out in this Agreement, continue in full force and effect.

On and from the Effective Date, all references to the "Security Agent" in the Pledge Agreements shall be construed as references to the Successor Pledgee.

If there is any conflict or inconsistency between the terms of this Agreement and any other Finance Document, the terms of this Agreement shall prevail.

3. **CONFIRMATION OF THE PLEDGE**

The Parties agree that the existing Pledge Agreements remain in place.

4. **APPOINTMENT OF THE SUCCESSOR PLEDGEE**

Pursuant to the terms of the Security Agency Transfer Deed, the Retiring Security Agent appointed the Successor Security Agent. The Successor Security Agent is, from the Effective Date appointed as Security Agent (as defined in the Intercreditor Agreement) for all purposes under and in connection with the Finance Documents and will act as Pledgee under the Pledge Agreements.

5. **AMENDMENT OF THE DETAILS OF THE PLEDGEE**

From the Effective Date, the details of the Pledgee set out in the relevant clause entitled "Notices" in each Pledge Agreement is amended to read as follows:

"Wilmington Trust (London) Limited

Third Floor

1 King's Arms Yard

London EC2R 7AF

Attn: Paul Barton

Tel: +44 (0)20 73973605

Fax: +44 (0)20 73973601

Email: pbarton@wilmingtontrust.com"

6. **UNDERTAKINGS**

- (a) The Company and IEE Holding 1 S.A. acknowledge the appointment of the Successor Pledgee under the Share Pledge Agreement and the Company undertakes to update its register of shareholders accordingly.
- (b) Each Pledgor acknowledges the appointment of the Successor Pledgee under each Account Pledge Agreement and undertakes to inform the relevant account holding bank under the relevant Account Pledge Agreements of the appointment of the Successor Pledgee. Any notice given pursuant to this clause shall be substantially in the form of Schedule 2 to this Agreement.
- (c) Each Pledgor acknowledges the appointment of the Successor Pledgee under each Receivables Pledge Agreement and undertakes to inform the relevant debtor(s) or seller(s), as applicable, under the Receivables Pledge Agreements (apart from the IEE Receivables Pledge Agreement) of the appointment of the Successor Pledgee. Any notice given pursuant to this clause shall be substantially in the form of Schedule 3 to this Agreement.
- (d) The Company acknowledges the appointment of the Successor Pledgee under the IP Rights Pledge Agreement and the Company undertakes to notify for registration and/or comply with any equivalent formality, with all relevant Intellectual and Industrial Property Offices as defined therein.

7. **PERFECTION OF PLEDGES**

The Pledgors acknowledge that certain pledges created under the Pledge Agreements were not perfected in accordance with the notification and acknowledgment or acceptance formalities contained in the relevant Pledge Agreements prior to the date of this Agreement and undertake (i) to take immediately any action required to perfect the relevant pledges created under the Pledge Agreements and (ii) to assume all responsibility resulting from any delay in the perfection or late perfection of the relevant pledges created under the Pledge Agreements.

8. **MISCELLANEOUS**

The Parties agree that on the appointment of the Successor Pledgee, they shall continue to be bound by the terms of the Pledge Agreements as if the Successor Pledgee had originally been a party to the Pledge Agreements.

9. **FEES, EXPENSES AND INDEMNITIES**

9.1 **Costs**

Each Pledgor shall, on demand, promptly pay, or procure the payment, to the Retiring Pledgee and the Successor Pledgee the amount of all costs and expenses (excluding any costs and expenses paid in accordance with paragraph (a) of clause 10.1 (*Costs*) of the Security Agency Transfer Deed incurred by the Retiring Pledgee or the Successor Pledgee in connection with the perfection, preservation or enforcement of any rights under or in connection with this Agreement including without limitation taking any steps to protect its respective position or defending any proceedings pending, threatened, instituted by or against it, under or in connection with this Agreement.

9.2 **Fees, expenses and indemnities**

The Company (on its own behalf and, pursuant to clause 2.3 (*The Company as Obligor's Agent*) of the Facilities Agreement, as agent for the Obligors) confirms that the Successor Pledgee shall be entitled to rely on the provisions of clause 14 (*Fees*) and clause 19 (*Costs and Expenses*) of the Facilities Agreement.

10. **GENERAL PROVISIONS**

10.1 **Incorporation of terms**

The provisions of clause 22 (*Notices*), clause 23 (*Calculations and Certificates*), clause 24 (*Partial Invalidity*), clause 25 (*Remedies and Waivers*) and clause 28 (*Enforcement*) of the Intercreditor Agreement shall be incorporated into this Agreement as if set out in full in this Agreement and as if references in those clauses to "this Agreement" are references to this Agreement.

10.2 **Notices**

For the purposes of clause 33 (*Notices*) of the Facilities Agreement and clause 22 (*Notices*) of the Intercreditor Agreement, the address details for the Successor Pledgee are set out immediately after its name on the signature pages of this Agreement.

11. **AMENDMENTS AND WAIVERS**

Any term of this Agreement may be amended or waived only with the consent of all the Parties, and any such amendment or waiver will be binding on all Parties.

12. **GOVERNING LAW**

This Agreement is governed by, and shall be construed in accordance with, Luxembourg law.

13. **JURISDICTION**

Any dispute arising in connection with this Agreement shall be submitted to the courts of the district of Luxembourg-City.

14. **COUNTERPARTS**

This Pledge Agreement may be executed in any number of counterparts. This has the same effect as if the signatures on the counterparts were on a single copy of the Pledge Agreements.

IN WITNESS THEREOF the parties hereto have executed this Agreement in **seven (7)** copies on the day and year first above written.

SIGNATORIES

The Pledgors

IEE INTERNATIONAL ELECTRONICS & ENGINEERING S.A.

By: 

Name:

Title: Olivier Gasche
Executive Vice President
Finance & Administration

By: 

Name:

Title:

Philippe VANDENBERGHE
CEO

IEE HOLDING 1 S.A.

By: _____

Name:

Title:

By: _____

Name:

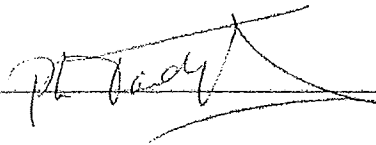
Title:

IEE INTERNATIONAL ELECTRONICS & ENGINEERING MALTA LIMITED

By: 

Name:

Title: Olivier Gasche
Executive Vice President
Finance & Administration



SIGNATORIES

The Pledgors

IEE INTERNATIONAL ELECTRONICS & ENGINEERING S.A.

By: _____

Name:

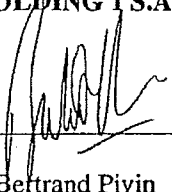
Title:

By: _____

Name:

Title:

IEE HOLDING 1 S.A.

By:  _____

Name: Bertrand Pivin

Title: Chairman

By:  _____

Name: Claude Rosevègue

Title: Director


IEE INTERNATIONAL ELECTRONICS & ENGINEERING MALTA LIMITED

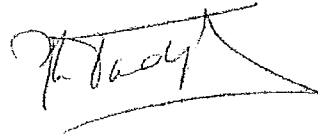
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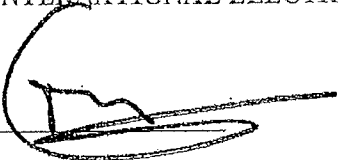
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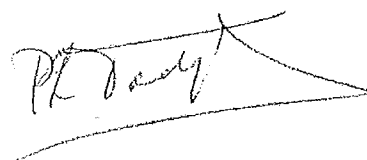
IEE INTERNATIONAL ELECTRONICS & ENGINEERING MALTA TRADING LIMITED

By: 
Name: Olivier Gasche
Executive Vice President
Title: Finance & Administration



IEE INTERNATIONAL ELECTRONICS & ENGINEERING MALTA HOLDINGS LIMITED

By: 
Name: Olivier Gasche
Executive Vice President
Title: Finance & Administration



The Retiring Pledgee

ALLIED IRISH BANK, P.L.C.

By: _____

The Successor Pledgee

WILMINGTON TRUST (LONDON) LIMITED

By: _____

IEE INTERNATIONAL ELECTRONICS & ENGINEERING MALTA TRADING LIMITED

By: _____

Name:

Title:

IEE INTERNATIONAL ELECTRONICS & ENGINEERING MALTA HOLDINGS LIMITED


By: _____

Name:

Title:

The Retiring Pledgee

ALLIED IRISH BANK, P.L.C.

By:  _____

The Successor Pledgee

WILMINGTON TRUST (LONDON) LIMITED

By: _____

IEE INTERNATIONAL ELECTRONICS & ENGINEERING MALTA TRADING LIMITED

By: _____

Name:

Title:

IEE INTERNATIONAL ELECTRONICS & ENGINEERING MALTA HOLDINGS LIMITED

By: _____

Name:

Title:

The Retiring Pledgee

ALLIED IRISH BANK, P.L.C.

By: _____

The Successor Pledgee

WILMINGTON TRUST (LONDON) LIMITED

By: 

**Paul Barton
Relationship Manager**

SCHEDULE 1

LIST OF SECURITY DOCUMENTS

- (1) A Luxembourg law governed accounts pledge agreement dated 16 January 2008 entered into by and between IEE Holding 2 S.A. (now known as IEE International Electronics & Engineering S.A.) as Pledgor and Allied Irish Banks, p.l.c as Pledgee, as amended, confirmed and reiterated on 16 November 2009 and as partially released on 17 November 2009;
- (2) A Luxembourg law governed accounts pledge agreement dated 16 January 2008 entered into by and between IEE Holding 1 S.A. as Pledgor and Allied Irish Banks, p.l.c as Pledgee, as amended, confirmed and reiterated on 16 November 2009 and as partially released on 17 November 2009;
- (3) A Luxembourg law governed accounts pledge agreement dated 16 January 2008 entered into by and between IEE International Electronics & Engineering S.A. as Pledgor and Allied Irish Banks, p.l.c as Pledgee, as amended, confirmed and reiterated on 30 June 2008 and 16 November 2009 and as partially released on 17 November 2009;
- (4) A Luxembourg law governed accounts pledge agreement dated 6 February 2008 entered into by and between IEE International Electronics & Engineering Malta Limited, IEE International Electronics & Engineering Malta Trading Limited and IEE International Electronics & Engineering Malta Holdings Limited as Pledgors and Allied Irish Banks, p.l.c as Pledgee, as amended, confirmed and reiterated on 16 November 2009;

the pledge agreements listed in items (1) to (4) above are referred to as the **Accounts Pledge Agreements**, each an **Account Pledge Agreement**;

- (5) A Luxembourg law governed receivables pledge agreement over intercompany loans dated 16 January 2008 entered into by and between IEE Holding 1 S.A. as Pledgor and Allied Irish Banks, p.l.c as Pledgee, as amended, confirmed and reiterated on 16 November 2009 and as partially released on 17 November 2009;
- (6) A Luxembourg law governed receivables pledge agreement dated 16 January 2008 entered into by and between IEE International Electronics & Engineering S.A. as Pledgor and Allied Irish Banks, p.l.c. as Pledgee, as amended, confirmed and reiterated on 30 June 2008 and 16 November 2009 and as partially released on 17 November 2009 (the **IEE Receivables Pledge Agreement**);
- (7) A Luxembourg law governed claims pledge agreement dated 16 January 2008 entered into by and between IEE International Electronics & Engineering S.A. as Pledgor, Allied Irish Banks, p.l.c as Pledgee and Investar and Arcelor as Sellers, as amended, confirmed and reiterated on 30 June 2008 and 16 November 2009 and as partially released on 17 November 2009;
- (8) A Luxembourg law governed receivables pledge agreement over intercompany loans dated 16 January 2008 entered into by and between IEE International Electronics & Engineering S.A. as Pledgor, Allied Irish Banks, p.l.c as Pledgee and IEE Sensing, Inc., IEE Vision Sensing (Germany) and IEE Malta Limited as Debtors, as amended, confirmed and reiterated on 30 June 2008 and 16 November 2009 and as partially released on 17 November 2009;
- (9) A Luxembourg law governed receivables pledge agreement over intercompany loans dated 6 February 2008 entered into by and between IEE International Electronics & Engineering Malta Limited, IEE International Electronics & Engineering Malta Trading Limited and IEE International Electronics & Engineering Malta Holdings Limited, Allied Irish Banks, p.l.c as Pledgee and IEE

International Electronics & Engineering Malta Holdings Limited and IEE Sensing Korea Ltd. as Existing Debtors, as amended, confirmed and reiterated on 16 November 2009;

the pledge agreements listed in items (5) to (9) above are referred to as the **Receivables Pledge Agreements**, each a **Receivable Pledge Agreement**);

- (10) A Luxembourg law governed pledge over intellectual property rights agreement dated 16 January 2008 entered into by and between IEE International Electronics & Engineering S.A. as Pledgor and Allied Irish Banks, p.l.c as Pledgee, as amended, confirmed and reiterated on 30 June 2008 and 16 November 2009 and as partially released on 17 November 2009 (the **IP Rights Pledge Agreement**);
- (11) A Luxembourg law governed share pledge agreement dated 16 January 2008 entered into by and between IEE Holding 1 S.A. as Pledgor, Allied Irish Banks, p.l.c as Pledgee and IEE Holding 2 S.A. as Company, as amended, confirmed and reiterated on 16 November 2009 and as partially released on 17 November 2009 (the **Share Pledge Agreement**);

SCHEDULE 2

NOTICE OF CHANGE OF PLEDGEE IN RELATION TO ACCOUNT PLEDGE

AGREEMENTS

TO BE ADAPTED ACCORDING TO THE RELEVANT ACCOUNT PLEDGE AGREEMENT

To: [the relevant Account Bank]

BY REGISTERED MAIL

Dear Sirs,

We refer to the account pledge agreement dated [16 January 2008/ 6 February 2008] and as amended on [Dates of amendments], entered into between [Name of the Pledgor] as Pledgor and Allied Irish Banks, p.l.c as Pledgee (the **Account Pledge Agreement**) pursuant to which the Pledgor has pledged to the Pledgee all amounts or assets which presently or in the future are held in or stand to the credit of the account [●], in whatever currency including any and all property which may at any time or from time to time hereafter be deposited in or which may accrue to the account referred above and the debts represented by any balance standing to the credit of the account (the **Security Assets**).

Allied Irish Banks, p.l.c. (the **Retiring Pledgee**) has transferred all its rights and obligations under the Finance Documents in accordance with their terms and under the Account Pledge Agreement and in accordance with clause [●] (*Assignment*) of the Account Pledge Agreement, all the rights under the Account Pledge Agreement are preserved for the benefit of Wilmington Trust (London) Limited (the **Successor Pledgee**), as permitted under article 1278 of the Luxembourg Civil Code.

This notice is to inform you that Allied Irish Banks, p.l.c has appointed the Successor Pledgee as its successor and beneficiary of the pledge created pursuant to the Account Pledge Agreement referred to above. The actual Pledgee is then Wilmington Trust (London) Limited .

Yours sincerely,

[Name of the Pledgor]

SCHEDULE 3

NOTICE OF CHANGE OF PLEDGEE IN RELATION TO RECEIVABLES PLEDGE AGREEMENTS

TO BE ADAPTED ACCORDING TO THE RELEVANT RECEIVABLES PLEDGE AGREEMENT

BY REGISTERED MAIL

Dear Sirs,

We refer to the receivables pledge agreement dated [16 January 2008/6 February 2008] and as amended on [Dates of amendments], entered into between [name of the Pledgor] as Pledgor and Allied Irish Banks, p.l.c as Pledgee (the **Receivables Pledge Agreement**) pursuant to which the Pledgor has pledged to the Pledgee all its rights under the loans entered into and to be entered into between the Pledgor, as lender and your company, as borrower, including any and all present and future receivables or claims owed by your company to the Pledgor (the **Loan Receivables**).

Allied Irish Banks, p.l.c. (the **Retiring Pledgee**) has transferred all its rights and obligations under the Finance Documents in accordance with their terms and under the Receivables Pledge Agreement and in accordance with clause [●] (*Assignment*) of the Receivables Pledge Agreement, all the rights under the Receivables Pledge Agreement are preserved for the benefit of Wilmington Trust (London) Limited (the **Successor Pledgee**), as permitted under article 1278 of the Luxembourg Civil Code.

This notice is to inform you that Allied Irish Banks, p.l.c has appointed the Successor Pledgee as its successor. The actual Pledgee is then Wilmington Trust (London) Limited .

Yours sincerely,

[Name of the Pledgor]