

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement (Second Lien)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Data Device Corporation		07/11/2012	CORPORATION: DELAWARE
Beta Transformer Technology Corporation		07/11/2012	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch		
Street Address:	One Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	1499398	BTTC	
Registration Number:	1500389	BETA TRANSFORMER TECHNOLOGY CORPORATION	
Registration Number:	1502909	BTTC	
Registration Number:	0830114	DDC	
Registration Number:	1176957	DDC	
Registration Number:	1179898	DDC	
Registration Number:	1176981	MONOBRID	
Registration Number:	2443276	STAR SERIES	
Registration Number:	2571819	DDC DATA DEVICE CORPORATION	
Registration Number:	2843241	MINI-ACE	
Registration Number:	2940684	MICRO-ACE	
Registration Number:	2946939	FIBREACCESS	
Registration Number:	2980213	FIBREMATRIX	

CH \$465.00 1499398

Registration Number:	3276218	HYPER-1553
Registration Number:	3764818	TOTAL-ACE
Registration Number:	3848403	ACEXTREME
Registration Number:	3861481	BUSTRACER
Registration Number:	4035950	TOTAL ACEXTREME

CORRESPONDENCE DATA

Fax Number: 9177777373

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-735-3000

Email: andrew.patrick@skadden.com

Correspondent Name: Skadden Arps Slate Meagher & Flom

Address Line 1: Four Times Square

Address Line 2: Attn: John Deming, Esq.

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	217730/2287
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NAME OF SUBMITTER:	John Deming
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Signature:	/John Deming/
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Date:	07/24/2012
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT (SECOND LIEN)

This TRADEMARK SECURITY AGREEMENT (SECOND LIEN) (this "Agreement"), dated as of July 11, 2012, is made by Data Device Corporation, a Delaware corporation located at 105 Wilbur Place, Bohemia, New York 11716 and Beta Transformer Technology Corporation, a New York corporation located at 40 Orville Drive, Bohemia, New York 11716 (each an "Assignor" and collectively the "Assignors") in favor of Credit Suisse AG, Cayman Islands Branch, located at One Madison Avenue, New York, New York 10010, in its capacity as Collateral Agent pursuant to the Credit Agreement, as pledgee, assignee and secured party (the Collateral Agent, in such capacity and together with any successors in such capacity, the "Assignee"). Capitalized terms used in this Agreement but not otherwise defined herein shall have the meaning set forth or incorporated by reference in the Security Agreement (as defined below).

WHEREAS, each of the Assignors have, pursuant to that certain Security Agreement (Second Lien) dated as of July 11, 2012 (the "Security Agreement"), made by ILC INDUSTRIES, LLC, a Delaware limited liability company ("Borrower"), ILC HOLDINGS, INC., a Delaware corporation ("Holdings"), the Guarantors parties thereto (together with Holdings, the "Guarantors"), as grantor, assignors and debtors (the Borrower, together with the Guarantors, in such capacities and together with any successors in such capacities, the "Grantors," and each, a "Grantor"), in favor of the Assignee, pledged and granted to the Assignee and its successor and assigns, for the ratable benefit of the Secured Parties, a Second Priority (or, following the Discharge of First Lien Obligations, First Priority) lien on and security interest in, all of Assignors' right, title and interest in, to and under the Pledged Collateral, including Trademarks.

WHEREAS, in accordance with the Security Agreement, Assignors and Assignee wish to further memorialize the security interest described above as it relates to Trademarks, including the Trademarks identified in Schedule I hereto.

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors and the Assignee hereby agree as follows:

Section 1. Grant of Security Interest in Trademark Collateral. As security for the prompt and complete payment and performance in full of all the Obligations, each Assignor hereby pledges and grants to the Assignee and its successors and assigns, for the ratable benefit of the Secured Parties, a Second Priority (or, following the Discharge of First Lien Obligations, First Priority) lien on and security interest in, all of such Assignor's right, title and interest in, to and under the following, in each case, whether now owned or existing or hereafter acquired, or arising, and wherever located (the "Trademark Collateral"):

(a) all trademark registrations (including service marks) and applications, and material unregistered trademarks and trade names (including, but not limited to, logos, slogans, trade dress, uniform resource locators (URLs), domain names, corporate names and trade names) owned by or assigned to such Assignor and all registrations and applications for the foregoing in the United States or any other country or any political subdivision thereof, including, without

limitation, the registrations and applications listed in Schedule 13A annexed to the Perfection Certificate and set forth in Schedule I hereto, together with any and all (i) rights and privileges arising under applicable law with respect to the foregoing, (ii) reissues, continuations, extensions and renewals thereof, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including, without limitation, damages, claims and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements thereof;

(b) all goodwill connected with the use of and symbolized by any of the foregoing;
and

(c) all Proceeds and products of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, any and all proceeds of any insurance, indemnity, warranty or guaranty payable to such Assignor from time to time with respect to any of the foregoing.

Notwithstanding anything to the contrary herein, the security interest pledged and granted by this Agreement shall not extend to, and the term Trademark Collateral shall not include, any "intent-to-use" application for Trademark registration filed pursuant to Section 1(b) of the Trademark Act of 1946 (as amended), 15 U.S.C. § 1051 *et seq.* (the "Lanham Act"), prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, only to the extent and for so long as the granting by an Assignor of a security interest therein would result in the loss by such Assignor of any material rights therein, or impair the validity or enforceability of such application or any registration that issues therefrom under applicable federal law.

Section 2. Security Agreement. The security interest pledged and granted pursuant to this Agreement is pledged and granted in connection with the security interest pledged and granted to the Assignee pursuant to the Security Agreement and the Assignors hereby acknowledge and agree that the rights and remedies of the Assignee with respect to the security interest in the Trademark Collateral pledged and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

Section 3. Term. The term of this Agreement shall be coterminous with the Security Agreement.

Section 4. Execution in Counterparts. This Agreement, and any amendments, waivers, consents or supplements hereto, may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement.

Section 5. Termination. The Trademark Collateral shall be released from the Liens of this Agreement in accordance with the provisions of the Security Agreement.

Section 6. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the state of New York, without regard to conflicts of law principles that would require the applications of the laws of another jurisdiction.

Section 7. Conflicts with Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Second Priority (or, following the Discharge of First Lien Obligations, First Priority) security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent in its capacity as collateral agent for the Lenders party to the Credit Agreement are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

(Signature page follows)

IN WITNESS WHEREOF, each of the Assignors has duly executed and delivered, by their duly authorized officers, this TRADEMARK SECURITY AGREEMENT (SECOND LIEN) as of the date first written above.

DATA DEVICE CORPORATION


By: William Riley
Name: William Riley
Title: Vice President Finance and Secretary

BETA TRANSFORMER TECHNOLOGY CORPORATION

By: William Riley
Name: William Riley
Title: Vice President Finance, Treasurer and Secretary




Acknowledged and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
as Assignee

By: 
Name: Ari Bruger
Title: Vice President

By: 
Name: KEVIN BUDDHDEW
Title: ASSOCIATE

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Mark	Reg. No. Issue Date	Owner
B TTC	1499398 09-AUG-1988	Beta Transformer Technology Corporation
BETA TRANSFORMER TECHNOLOGY CORPORATION	1500389 16-AUG-1988	Beta Transformer Technology Corporation
	1502909 06-SEP-1988	Beta Transformer Technology Corporation
DDC	0830114 13-JUN-1967	Data Device Corporation
DDC	1176957 10-NOV-1981	Data Device Corporation
	1179898 01-DEC-1981	Data Device Corporation
MONOBIRD	1176981 10-NOV-1981	Data Device Corporation
STAR SERIES	2443276 10-APR-2001	Data Device Corporation
	2571819 21-MAY-2002	Data Device Corporation
MINI-ACE	2843241 18-MAY-2004	Data Device Corporation
MICRO-ACE	2940684 12-APR-2005	Data Device Corporation
FIBREACCESS	2946939 03-MAY-2005	Data Device Corporation
FIBREMATRIX	2980213 26-JUL-2005	Data Device Corporation
HYPER-1553	3276218 07-AUG-2007	Data Device Corporation
TOTAL-ACE	3764818 23-MAR-2010	Data Device Corporation
ACEXTREME	3848403 14-SEP-2010	Data Device Corporation
BUSTRACER	3861481 12-OCT-2010	Data Device Corporation

Mark	Reg. No. Issue Date	Owner
TOTAL ACEXTREME	4035950 04-OCT-2011	Data Device Corporation