

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM310902

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Second Lien Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ILC Holdings, Inc.		07/15/2014	CORPORATION: DELAWARE
ILC Industries, LLC		07/15/2014	LIMITED LIABILITY COMPANY: DELAWARE
Data Device Corporation		07/15/2014	CORPORATION: DELAWARE
Beta Transformer Technology Corporation		07/15/2014	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Brightwood Loan Services LLC, as agent		
<b>Street Address:</b>	1540 Broadway		
<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: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1499398	BTTC	
<b>Registration Number:</b>	1500389	BETA TRANSFORMER TECHNOLOGY CORPORATION	
<b>Registration Number:</b>	1502909	BTTC	
<b>Registration Number:</b>	0830114	DDC	
<b>Registration Number:</b>	1176957	DDC	
<b>Registration Number:</b>	2443276	STAR SERIES	
<b>Registration Number:</b>	2571819	DDC DATA DEVICE CORPORATION	
<b>Registration Number:</b>	2843241	MINI-ACE	
<b>Registration Number:</b>	2940684	MICRO-ACE	
<b>Registration Number:</b>	2980213	FIBREMATRIX	
<b>Registration Number:</b>	3276218	HYPER-1553	
<b>Registration Number:</b>	3764818	TOTAL-ACE	
<b>Registration Number:</b>	3848403	ACEXTREME	
<b>Registration Number:</b>	3861481	BUSTRACER	
<b>Registration Number:</b>	4035950	TOTAL ACEXTREME	

TRADEMARK

**CORRESPONDENCE DATA****Fax Number:** 3125585700

*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:** 312 558-6352**Email:** lkonrath@winston.com**Correspondent Name:** Laura Konrath**Address Line 1:** 35 W Wacker Drive**Address Line 2:** Winston & Strawn LLP, Suite 4200**Address Line 4:** Chicago, ILLINOIS 60601

<b>ATTORNEY DOCKET NUMBER:</b>	86229-8
<b>NAME OF SUBMITTER:</b>	Laura Konrath
<b>SIGNATURE:</b>	/Laura Konrath/
<b>DATE SIGNED:</b>	07/16/2014

**Total Attachments: 10**

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**THIS SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT IS SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN INTERCREDITOR AGREEMENT (THE "INTERCREDITOR AGREEMENT") DATED AS OF THE DATE HEREOF, BETWEEN GCI CAPITAL MARKETS LLC ("GCI"), AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT UNDER AND PURSUANT TO THE THAT CERTAIN CREDIT AND GUARANTY AGREEMENT, DATED AS OF THE DATE HEREOF, BY AND AMONG ILC HOLDINGS, INC., ILC INDUSTRIES, LLC, THE OTHER GUARANTORS FROM TIME TO TIME PARTY THERETO, THE LENDERS FROM TIME TO TIME PARTY THERETO AND GCI, AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED, REPLACED, REFINANCED, RENEWED, RESTRUCTURED OR EXTENDED FROM TIME TO TIME IN ACCORDANCE WITH THE TERMS OF THE INTERCREDITOR AGREEMENT, AND BRIGHTWOOD LOAN SERVICES LLC, AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT UNDER AND PURSUANT TO THE CREDIT AGREEMENT (AS DEFINED HEREIN), AND EACH BENEFICIARY OF THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, BY ITS ACCEPTANCE HEREOF, SHALL BE BOUND BY THE PROVISIONS OF THE INTERCREDITOR AGREEMENT.**

## **SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "**Agreement**") is made as of July 15, 2014 (the "**Effective Date**") by ILC INDUSTRIES, LLC, a Delaware limited liability company (the "**Borrower**"), ILC HOLDINGS, INC., a Delaware corporation ("**Holdings**"), DATA DEVICE CORPORATION, a Delaware corporation ("**DDC**"), BETA TRANSFORMER TECHNOLOGY CORPORATION, a New York corporation ("**Beta**"), and each other signatory hereto (collectively, the "**Grantors**") in favor of BRIGHTWOOD LOAN SERVICES LLC, as collateral agent for the Secured Parties (in such capacity, the "**Collateral Agent**") (as defined in the Pledge and Security Agreement referred to below).

### **RECITALS:**

WHEREAS, reference is made to that certain Second Lien Pledge and Security Agreement, dated as of July 15, 2014 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Pledge and Security Agreement**"), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including,

without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following (collectively, the "Intellectual Property Collateral") which shall not include any Excluded Asset (as defined in the Pledge and Security Agreement):

(a) All United States, and foreign copyrights (including Community designs), including but not limited to copyrights in software and all rights in and to databases, and all Mask Works (as defined under 17 USC. 901 of the US Copyright Act), whether registered or unregistered, moral rights, reversionary interests, termination rights, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to in Schedule 1 hereto; (ii) all extensions and renewals thereof; (iii) all rights corresponding thereto throughout the world; (iv) all rights in any material which is copyrightable or which is otherwise similarly protected by common law, United States or foreign laws, or the law of any State; (v) all rights to sue for past, present and future infringements thereof; (vi) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit; and (vii) all tangible property embodying the copyrights or such copyrighted materials (collectively, the "Copyrights").

(b) All United States and foreign patents and certificates of invention, or similar industrial property, design or plant rights, and with respect to any and all of the foregoing: (i) all registrations, provisional applications and applications referred to in Schedule 1 hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and improvements described therein; (v) all rights to sue for past, present and future infringements thereof; and (vi) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the "Patents").

(c) All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, and with respect to any and all of the foregoing: (i) all registrations and applications referred to in Schedule 1 hereto; (ii) all extensions or renewals thereof; (iii) all of the goodwill of

the business associated with the use of and symbolized thereby; (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit, but excluding any "intent-to-use" trademark application, filed pursuant to Section 1(b) of the Lanham Act, 17 USC. § 1051(b), prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of the security interest of the Collateral Agent, for the benefit of the Secured Parties, with respect thereto would impair the validity or enforceability of such intent-to-use trademark application or any registration that issues from such intent-to-use application under applicable federal law (collectively, the "Trademarks").

Section 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in 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 Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

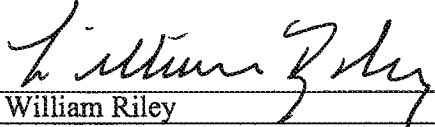
Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security 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 Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

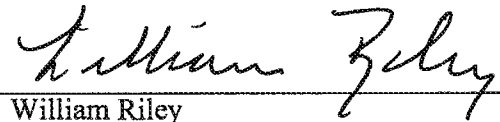
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IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

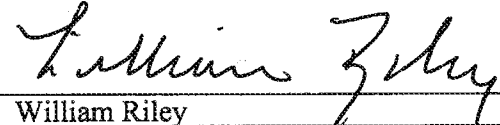
**ILC HOLDINGS, INC.**

By:   
Name: William Riley  
Title: Vice President of Finance, Chief Financial Officer  
and Secretary

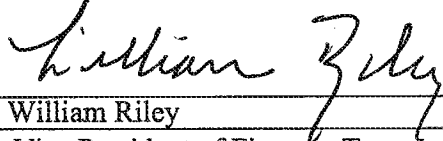
**ILC INDUSTRIES, LLC**

By:   
Name: William Riley  
Title: Vice President of Finance, Chief Financial Officer  
and Secretary


**DATA DEVICE CORPORATION**

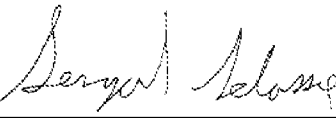
By:   
Name: William Riley  
Title: Vice President of Finance and Secretary

**BETA TRANSFORMER TECHNOLOGY  
CORPORATION**

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

**BRIGHTWOOD LOAN SERVICES LLC,**  
as Collateral Agent

By:   
Name: Damien Dwin  
Title: Authorized Person




By:   
Name: Sengal Selassie  
Title: Authorized Person

**SCHEDULE 1 TO**  
**SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**










**U.S. COPYRIGHTS**







<b>Title</b>	<b>Owner</b>	<b>Registration No. Registration Date</b>
DRC 2000	Data Device Corporation	MW 1027 6/28/1985
DAC 5082	Data Device Corporation	MW 1138 9/24/1985
SDC 3020	Data Device Corporation	MW 7107 6/12/1991
SDC 4016	Data Device Corporation	MW 7136 6/14/1991
MIL-STD-1553 designer's guide	Data Device Corporation	TX 1065108 11/26/1982
Product Assurance manual	Data Device Corporation	TX 2118182 6/29/1987
We care about our customers, that's why we care about quality!	Data Device Corporation	VA 59420 7/2/1980


**TRADEMARKS**

<b>Mark</b>	<b>Country</b>	<b>Owner</b>	<b>Appl. No. Filing Date</b>	<b>Reg. No. Reg. Date</b>
BTTC	Canada	Beta Transformer Technology Corporation	0628565	TMA371803 30-AUG-2005
	Canada	Beta Transformer Technology Corporation	0628609	TMA380296 30-AUG-2005
BTTC	France	Beta Transformer Technology Corporation	INPI 128243 02-MAY-1989	N 1527031 02-MAY-2009
	France	Beta Transformer Technology Corporation	INPI 128244 02-MAY-1989	N 1527032 16-APRIL-2009
	Germany	Beta Transformer Technology Corporation	B 84851 24-JUN-1988	2091801 24-JUN-2008



Mark	Country	Owner	Appl. No. Filing Date	Reg. No. Reg. Date
B T T C	Israel	Beta Transformer Technology Corporation	69514 09/06/1988	69514 09-JUN-2009
	Israel	Beta Transformer Technology Corporation	69515 09/06/1988	69515 09-JUN-2009
	Israel	Beta Transformer Technology Corporation	69516 09/06/1988	69516 09-JUN-2009
	Sweden	Beta Transformer Technology Corporation	1988/04250 18-MAY-1988	219090 12-OCT-2020
	UK	Beta Transformer Technology Corporation	B1345232 24-MAY-1988	B1345232 7-JAN-2005
BTTC	UK	Beta Transformer Technology Corporation	B1345233 24-MAY-1988	B1345233 20-OCT-2004
BTTC	US	Beta Transformer Technology Corporation	73/704450 07-JAN-1988	1499398 09-AUG-1988 26-AUG-2008
BTTC	Japan	Beta Transformer Technology Corporation	2397419	2397419 10-APRIL-2012
BETA TRANSFORMER TECHNOLOGY CORPORATION	US	Beta Transformer Technology Corporation	73/704449 07-JAN-1988	1500389 16-AUG-2008
	US	Beta Transformer Technology Corporation	73/704451 07-JAN-1988	1502909 06-SEP-2008
	Norway	Data Device Corp	199908989 02-SEP-1999	207765 05-APR-2011
DDC	Japan	Data Device Corp.	S55-054989 07-JUL-1980	2709359 31-AUG-2005
	Japan	Data Device Corp.	H11-079306 02-SEP-1999	4521361 09-NOV-2011
	Canada	Data Device Corporation	1027762	TMA570344 06-NOV-2002
	EU	Data Device Corporation	1299254 01-SEP-1999	1299254 01-SEPT-2009

Mark	Country	Owner	Appl. No. Filing Date	Reg. No. Reg. Date
STAR Series	EU	Data Device Corporation	1301795 02-SEP-1999	1301795 09-SEPT-2009
PYTHON	EU	Data Device Corporation	3615572 30-DEC-2003	3615572 19-APR-2005
HYPER-1553	EU	Data Device Corporation	4131033 12-NOV-2004	4131033 18-JAN-2006
DDC	EU	Data Device Corporation	545988 26-MAY-1997	545988 5-JUNE-2007
	Hong Kong	Data Device Corporation	2002B06341	2002B06341 05-MAR-2006
	Israel	Data Device Corporation	130455 9/2/1999	130455 09-SEPT-2006
STAR SERIES	Israel	Data Device Corporation	130456 9/2/1999	130456 09-SEPT-2006
DDC ON BOARD	Israel	Data Device Corporation	145401 12/28/2000	145401 28-DEC-2007
	Singapore	Data Device Corporation	T9909475I 31-AUG-1999	T9909475I 05-MAR-2009
DDC	South Korea	Data Device Corporation	40-1990-16623 07-JUN-1990	400234743 26-MAR-2012
	South Korea	Data Device Corporation	40-1999-32448 02-SEP-1999	400482186 27-NOV-2000
PYTHON	South Korea	Data Device Corporation	40-2004-00096 02-JAN-2004	400613065 29-MAR-2005
DDC	Sweden	Data Device Corporation	1980/06807 22-DEC-1980	184537 23-JAN-2013
	Taiwan	Data Device Corporation	075020712 01-MAY-1986	00362995 16-APR-1987
	Taiwan	Data Device Corporation	088044311 04-SEP-1999	01043588 15-APRIL-2007
DDC	US	Data Device Corporation	72/230518 19-OCT-1965	0830114 13-JUN-1967
DDC	US	Data Device Corporation	73/228113 20-AUG-1979	1176957 10-NOV-2011
STAR SERIES	US	Data Device Corporation	75/655019 05-MAR-1999	2443276 10-APR-2011

Mark	Country	Owner	Appl. No. Filing Date	Reg. No. Reg. Date
	US	Data Device Corporation	75/654653 05-MAR-1999	2571819 21-MAY-2012
MINI-ACE	US	Data Device Corporation	78/264051 18-JUN-2003	2843241 18-MAY-2014
MICRO-ACE	US	Data Device Corporation	78/169292 30-SEP-2002	2940684 12-APR-2005
FIBREMATRIX	US	Data Device Corporation	78/271559 08-JUL-2003	2980213 26-JUL-2005
HYPER-1553	US	Data Device Corporation	78/418998 14-MAY-2004	3276218 07-AUG-2007
TOTAL-ACE	US	Data Device Corporation	77/627539 05-DEC-2008	3764818 23-MAR-2010
ACEXTREME	US	Data Device Corporation	77/617254 19-NOV-2008	3848403 14-SEP-2010
BUSTRACER	US	Data Device Corporation	77/613987 13-NOV-2008	3861481 12-OCT-2010
TOTAL ACEXTREME	US	Data Device Corporation	85/073765 29-JUN-2010	4035950 04-OCT-2011

## PATENTS

Title	Country	Owner	Appl. No. Filing Date	Patent No. Issue Date
Predictive signal cancellation for extracting 1 MB/S MIL-STD-1553 component from composite high performance 1553 signal	US	Data Device Corporation	12/778695 5/12/2010	8223905 17 July 2012
Predictive signal cancellation for extracting 1 MB/S MIL-STD-1553 component from composite high performance 1553 signal	US	Data Device Corporation	11/491459 7/21/2006	7724848 5/25/10
Application for Interconnection Method	US	Data Device Corporation	09737408 12/15/2000	6,613,605 09/02/2003
High Density Electronic Interconnection	US	Data Device Corporation	10989882 11/16/2004	7,271,028 09/18/2007

<b>Title</b>	<b>Country</b>	<b>Owner</b>	<b>Appl. No. Filing Date</b>	<b>Patent No. Issue Date</b>
Optocoupler Package Being Hermetically Sealed	US	Data Device Corporation	09633631 8/7/2000	6,388,264 5/14/2002
Digital Integration Method	US	Data Device Corporation	10718169 11/20/2003	7,421,353 9/2/2008
Interconnection Method	US	Data Device Corporation	10650265 8/28/2003	7,132,356 11/7/2006