TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM519717

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wanho Manufacturing, LLC		04/17/2019	Limited Liability Company: NEVADA

RECEIVING PARTY DATA

Name:	Cortland Capital Market Services LLC, as Collateral Agent
Street Address:	225 W. Washington St., 9th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: ILLINOIS

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	5048154	WANHO
Registration Number:	5048156	W WANHO

CORRESPONDENCE DATA

Fax Number: 3128637865

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: 312-201-3865
Email: sharon.patterson@goldbergkohn.com
Correspondent Name: Sharon Patterson, Paralegal
Address Line 1: Goldberg Kohn Ltd., 55 E Monroe St.
Address Line 2: Ste 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	7671.006
NAME OF SUBMITTER:	Sharon Patterson
SIGNATURE:	/sharon patterson/
DATE SIGNED:	04/18/2019

Total Attachments: 6
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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

APRIL 17, 2019

This **SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this **"Agreement"**) is made as of the date first written above between each of the signatories hereto (collectively, the **"Grantors"**) in favor of **CORTLAND CAPITAL MARKET 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 April 17, 2019 (as it may be amended, restated, supplemented or otherwise modified from time to time, the **"Pledge and Security Agreement";** capitalized terms used herein not otherwise defined herein shall have the meanings ascribed to such terms in 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, or 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:

(a) all United States, 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 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 patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all registrations, provisional 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**").

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(c) All United States 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, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (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 (collectively, the **"Trademarks"**).

(d) All licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, (i) the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in **Schedule 1** hereto, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, and (v) any and all proceeds of the foregoing.

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 Second Lien Note Purchase 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 Second Lien Note Purchase 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 Second Lien Note Purchase Agreement, the provisions of the Pledge and Security Agreement or the Second Lien Note Purchase 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.

WANHO MANUFACTURING, LLC,
as a Grantor

By: _____
Name: Shaneel Patel
Title: Executive Vice President

CORTLAND CAPITAL MARKET SERVICES LLC, as Collateral Agent

By: _____

Name: Matthew Trybula

Title: Associate Counsel

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents:

Country	Title	Filing/Issue Date	Appl./Patent No.	Status	Owner
U.S.	Cable Organizing Device	Filing Date 5/19/2011 Issue Date 12/20/2011	Appl. No. 29/373,767 Patent No. D650,656	Issued	Wanho Manufacturing, LLC
U.S.	Cable Organizing Device	Filing Date 5/19/2011 Issue Date 3/13/2012	Appl. No. 29/373,768 Patent No. D655,598	Issued	Wanho Manufacturing, LLC
U.S.	Cable Organizing Device	Filing Date 10/17/2013 Issue Date 6/17/2014	Appl. No. 29/470,023 Patent No. D707,106	Issued	Wanho Manufacturing, LLC
U.S.	Cable Organizing Device	Filing Date 10/17/2013 Issue Date 6/17/2014	Appl. No. 29/470,025 Patent No. D707,107	Issued	Wanho Manufacturing, LLC
U.S.	Cable Organizing Device	Filing Date 10/17/2013 Issue Date 6/24/2014	Appl. No. 29/470,029 Patent No. D707,534	Issued	Wanho Manufacturing, LLC
U.S.	Cable Organizing Device	Filing Date 2/19/2016 Issue Date 2/7/2017	Appl. No. 29/555,168 Patent No. D778,143	Issued	Wanho Manufacturing, LLC
U.S.	Organizing Device for Cable and Wire	Filing Date 10/28/2013 Issue Date 9/6/2016	Appl. No. 14/064,289 Patent No. 9,438,021	Issued	Wanho Manufacturing, LLC
U.S.	Organizing Device for Cable and Wire	Filing Date 10/17/2017 Issue Date 10/9/2018	Appl. No. 15/785,462 Patent No. 10,094,491	Issued	Wanho Manufacturing, LLC

Trademarks:

Country	Mark	Filing/Registration Date	Serial/Reg. Number	Int'l Class	Status	Owner
U.S.	WANHO	Filing Date 10/1/2015 Reg. Date 9/27/2016	Serial No. 86/774,951 Reg. No. 5,048,154	6, 8, 9, 17, 20	Registered	Wanho Manufacturing, LLC
U.S.	WANHO	Filing Date 10/1/2015 Reg. Date 9/27/2016	Serial No. 86/775,637 Reg. No. 5,048,156	6, 8, 9, 17, 20	Registered	Wanho Manufacturing, LLC

Copyrights:

Country	Title	Registration No.	Registration Date	Claimant
U.S.	2004 Capabilities Overview	TX0008343347	5/16/2017	Wanho Manufacturing, LLC
U.S.	Accessories Products Catalogue	TX0008332595	10/7/2016	Wanho Manufacturing, LLC
U.S.	Steel Portfolio Products Catalogue	TX0008332593	10/7/2016	Wanho Manufacturing, LLC

Patent Licenses, Trademark Licenses, Trade Secret Licenses and Copyright Licenses:

1. That certain Supply Agreement, dated June 1, 2011, by and among CommScope, Inc. of North Carolina, WANHO Manufacturing, LLC, and, solely for purposes of Sections 6.2 and 9.14, Andrew LLC, as amended by that certain Amendment to Supply Agreement, dated April 1, 2015, Second Amendment to Supply Agreement, dated March 1, 2017, and Third Amendment to Supply Agreement, dated March 8, 2018