

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM541748

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Notice of Grant of Security Interest in Trademarks (Term Loan)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Memtron Technologies Co.		09/20/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cerberus Business Finance Agency, LLC		
<b>Street Address:</b>	875 Third Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2692131	D	
<b>Registration Number:</b>	2634282	THINCODER	
<b>Registration Number:</b>	2634283	PUSHGATE	
<b>Registration Number:</b>	2634284	THINCODER	
<b>Registration Number:</b>	2272847	DURASWITCH	
<b>Registration Number:</b>	1283172	MEMTRON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2125935955		
<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>			
<b>Phone:</b>	(212) 756-2132		
<b>Email:</b>	scott.kareff@srz.com		
<b>Correspondent Name:</b>	Scott Kareff		
<b>Address Line 1:</b>	Schulte Roth & Zabel, 919 Third Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	014951.1917		
<b>NAME OF SUBMITTER:</b>	Scott Kareff		
<b>SIGNATURE:</b>	/RS for SK/		
<b>DATE SIGNED:</b>	09/20/2019		

CH \$165.00 2692131

**Total Attachments: 5**

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**Notice of Grant of Security Interest in  
Trademarks (Term Loan)**

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (TERM LOAN), dated as of September 20, 2019 (this “Notice”), made by MEMTRON TECHNOLOGIES CO., a Delaware corporation (the “Pledgor”), in favor of CERBERUS BUSINESS FINANCE AGENCY, LLC, as Collateral Agent (as defined below).

Reference is made to the U.S. Collateral Agreement (Term Loan), dated as of September 20, 2019 (as amended, restated, supplemented, replaced or otherwise modified from time to time, the “Collateral Agreement”), among Mid Cap Trio, LP, a Delaware limited partnership (“Holdings Borrower”), Trio US Holdco Inc., a Delaware corporation (the “U.S. Borrower”), each other Subsidiary of the Holdings Borrower from time to time party thereto (each, a “Subsidiary Loan Party” and collectively, the “Subsidiary Loan Parties”), the Lenders party thereto from time to time, and Cerberus Business Finance Agency, LLC, as collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”), for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. ***Terms.*** Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Notice.

SECTION 2. ***Grant of Security Interest.*** As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “Trademark Collateral”):

all Trademarks of the United States of America, including those listed on Schedule I; provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act.

SECTION 3. ***Collateral Agreement.*** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the

Collateral Agreement. The Pledgor 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 Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. **Counterparts.** This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.


SECTION 5. **Termination.** This Notice is made to secure the payment of the Secured Obligations. This Notice and the security interest granted hereby shall terminate with respect to all of the Pledgor's Secured Obligations and any Lien arising therefrom shall be automatically released upon termination of the Collateral Agreement or release of the Pledgor's Secured Obligations thereunder or as otherwise provided in the Collateral Agreement. The Collateral Agent shall, in connection with any termination or release herein or under the Collateral Agreement, execute and deliver to the Pledgor as the Pledgor may request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Notice. Additionally, upon such payment (and when otherwise contemplated by the Collateral Agreement), the Collateral Agent shall reasonably cooperate with any efforts made by the Pledgor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Notice and any security interest in, to or under the Trademark Collateral.

SECTION 6. **Governing Law.** THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice as of the day and year first above written.

MEMTRON TECHNOLOGIES CO.

By:   
Name: Ryan Joel Baddeley  
Title: President

[Signature Page to Notice of Grant of Security Interest in Trademarks (Term Loan)]

**TRADEMARK**  
**REEL: 006750 FRAME: 0463**

CERBERUS BUSINESS FINANCE  
AGENCY, LLC,  
as Collateral Agent,

By: 

Name: Eric Miller


Title: Senior Managing Director

Schedule I

to Notice of Grant of Security Interest (Term Loan) in Trademarks

**U.S. Federally Registered or Applied for Trademarks**  
**Owned by Memtron Technologies, Co.**

*U.S. Trademark Registrations*

Trademark	Application No.	Filing Date	Registration No.	Registration Date
D 	76189624	04-JAN-2001	2692131	04-MAR-2003
THINCODER <b>thiNcoder</b>	76188966	04-JAN-2001	2634282	15-OCT-2002
PUSHGATE	76188968	04-JAN-2001	2634283	15-OCT-2002
THINCODER	76188969	04-JAN-2001	2634284	15-OCT-2002
DURASWITCH	75315754	27-JUN-1997	2272847	24-AUG-1999
MEMTRON	73419283	29-MAR-1983	1283172	26-JUN-1984

*U.S. Trademark Applications*

None.