

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM614068

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900580555		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Intri-Plex Technologies, Inc.		11/16/2020	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Madison Pacific Trust Limited		
Street Address:	54/F Hopewell Centre		
City:	Wan Chai		
State/Country:	HONG KONG		
Entity Type:	Corporation: HONG KONG		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3921439	INTRIPLEX	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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>			
Phone:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	12/14/2020		
Total Attachments: 6			
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**GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("**Agreement**"), effective as of 16 November 2020 is made by INTRI-PLEX TECHNOLOGIES, INC., a California corporation, located at 751 South Kellogg Avenue, Goleta, CA 93117, United States of America (the "**Grantor**"), in favor of Madison Pacific Trust Limited, as collateral agent (in such capacity, together with its successors and assigns, the "**Collateral Agent**") under the Credit Agreement (as defined in the Security Agreement).

WITNESSETH:

WHEREAS:

MMI International Ltd. (the "**Borrower**") is party to an amendment and restatement agreement dated 21 September 2020, (the "**Amendment and Restatement Agreement**"), among, *inter alios*, Precision Capital Pte. Ltd. (the "**Company**"), the Borrower, the lenders or other financial institutions from time to time party thereto (the "**Lenders**"), Madison Pacific Trust Limited as successor administrative agent (together with its successors and permitted assigns, the "**Administrative Agent**") and the Collateral Agent,

(a) pursuant to the Existing Credit Agreement (as defined below), the Lenders had severally agreed to make loans to MMI International Ltd. (the "**Borrower**") upon the terms and subject to the conditions set forth therein, (b) the Grantor had previously provided the Collateral described in this Agreement in support of the Borrower's debt obligations under the Existing Credit Agreement (the "**Existing Collateral**"), and (c) the Existing Collateral was released on 20 September 2018 in connection with the Company's sale to Wuhan Zhongke Info Technology Limited and the related transfer of the Company's Intriplex subsidiaries (consisting of MMI Precision Technologies Limited, Intri-Plex Technologies, Inc. and Intri-Plex (Thailand) Ltd.) (the "**Intriplex Entities**") from the Borrower to MMI Technologies Pte. Ltd.

prior to the date hereof, the Company and the Borrower have been in active discussions to restructure the outstanding debt obligations owed to the Lenders.

the terms of the proposed restructuring (the "**Proposed Restructuring**") shall be implemented pursuant to the Amendment and Restatement Agreement which shall provide that, upon the occurrence of the Restructuring Effective Date (as defined therein), the Existing Credit Agreement shall be replaced by the Credit Agreement (as defined below).

it is a condition precedent to the occurrence of the Restructuring Effective Date that the credit support package previously provided by the Intriplex Entities (including the Existing Collateral), is reinstated to provide additional credit support for the Borrower's restructured debt obligations, as contemplated in the Credit Agreement.

in connection with the Credit Agreement, the Grantor has executed and delivered a Security Agreement, dated as of 16 November 2020, in favor of the Collateral Agent (together with all

amendments and modifications, if any, from time to time thereafter made thereto, the "**Security Agreement**");

pursuant to the Security Agreement, the Grantor pledged and granted to the Collateral Agent for the benefit of the Secured Parties a security interest in all Intellectual Property, including the Trademarks; and

the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and as a condition precedent to the occurrence of the Restructuring Effective Date, the Grantors hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows

1 Definitions

1.1 Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

1.2 The following terms shall have the following meanings:

"**Credit Agreement**" means the Existing Credit Agreement, as amended and restated pursuant to the Amendment and Restatement Agreement.

"**Existing Credit Agreement**" means the US\$580,000,000 term and revolving facilities agreement entered into between, amongst others, the Borrower, Standard Chartered Bank (Hong Kong) Limited as administrative agent and collateral agent, originally dated as of 18 February 2015, as amended and restated on 28 April 2015, as amended on 28 May 2015, on 4 May 2016 and on 26 September 2017 and as it may be further amended, restated, supplemented and/or modified from time to time prior to the Restructuring Effective Date.

"**Restructuring Effective Date**" has the meaning given to that term in the Amendment and Restatement Agreement.

2 Grant of Security Interest

With effect on and from the Restructuring Effective Date, the Grantor pledges and grants a lien on and security interest in all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) owned as at the Restructuring Effective Date or at any time thereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Collateral**"), to the Collateral Agent for the benefit of the Collateral Agent and the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations.

3 Purpose

This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4 Acknowledgment

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) 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 govern.

5 Counterparts


This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

(Remainder of the page intentionally left blank)

In witness whereof, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

INTRI-PLEX TECHNOLOGIES, INC.

as Grantor



By

Name: Tek Sang Lim
Title: Director

[Signature Page to Grant of Security Interest in Trademark Rights]

MADISON PACIFIC TRUST LIMITED,
as Collateral Agent for the Secured Parties

By *CLH*
Name: Cassandra Louise Ho
Title: Director

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 007126 FRAME: 0781

**Schedule A
UNITED STATES TRADEMARKS**

Grantor	Mark & Design	Applied for Registration	Registered	Registration Country	Registration Number	Date of First Use in USA
Intri-Plex Technologies, Inc.	IntriPlex and design	December 2, 2009	Registered	USA	3921439	August 3, 2009