FORM PTO-1595 (Modified) (Rev. 6-93)
OMB No. 0651-0011 (exp.4/94)
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P08/REV02 07-23-1999



Docket No.: 4229-G-7

SHEET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

Y	

Tab settings → → → ▼ 101099548	
To the Honorable Commissioner of Patents and Trademarks	Please record the attached original documents or copy thereof.
Name of conveying party(ies):	Name and address of receiving party(ies):
NAME OF THE PARTY	Name: BHF (USA) Capital Corp.
BHF-Bank Aktiengesellschaft	-
	Internal Address:
Additional names(s) of conveying party(ies)	
3. Nature of conveyance: 7-31-99	
☐ Assignment ☐ Merger	Street Address: 590 Madison Avenue
☐ Security Agreement ☐ Change of Name	
Other	City: New York State: NY ZIP: 10022
Execution Date: May 5, 1999	Additional name(s) & address(es) attached? Yes No
4. Application number(s) or registration numbers(s):	
If this document is being filed together with a new application	, the execution date of the application is:
A. Patent Application No.(s)	B. Patent No.(s)
(-)	<i>D. 1 d.o.</i> (0)
08/808,932	
Additional numbers attac	│ :hed? Yes
Name and address of party to whom correspondence	
concerning document should be mailed:	6. Total number of applications and patents involved: 36
Name: Ronald E. Brown	
	7. Total fee (37 CFR 3.41):
Internal Address: Kane, Dalsimer, Sullivan, Kurucz, Levy,	☑ Enclosed - Any excess or insufficiency should be
Eisele and Richard, LLP	credited or debited to deposit account
	Authorized to be charged to deposit account
Street Address: 711 Third Avenue	
20th Floor	8. Deposit account number:
	11-0215, Order No. 4229-G-7
City: New York State: ny ZIP: 10017	
/22/1999 MTHAI1 00000249 08808932 DO NOT	JSE THIS SPACE
FC:581 1440.00 0P 9. Statement and signature.	
To the best of my knowledge and belief, the foregoing information of the original document.	ation is true and correct and any attached copy is a true copy
Ronald E. Brown Konals	Wolf July 19. 1999
Name of Person Signing	Signature
Total number of pages including cover sh	

4. Cont'd - Application number(s) or patent number(s):

B. Patent No.(s)

5,485,673	4,770,639
5,362,251	4,769,906
5,139,444	4,768,961
5,115,375	4,755,641
5,098,317	4,695,117
4,959,028	4,695,116
4,954,096	4,681,398
4,938,717	4,655,535
4,921,431	4,632,488
4,874,317	4,609,795
4,826,455	4,588,854
4,826,439	4,461,539
4,820,200	4,392,708
4,797,114	4,361,375
4,786,260	4,354,076
4,784,609	4,324,958
4,772,562	4,316,647

AMENDMENT NO. 3 TO

CREDIT AGREEMENT

and

SENIOR SUBORDINATED LOAN AGREEMENT

among

SWITCHCRAFT, INC.

an Illinois corporation
(as surviving entity of a merger between
Switchcraft, Inc. and Switchcraft Acquisition, Inc.),

THE LENDERS FROM TIME TO TIME PARTIES HERETO

and

BHF-BANK AKTIENGESELLSCHAFT,

as Lender and Administrative Agent,

and

BHF (USA) CAPITAL CORPORATION

As of May 5, 1999

AMENDMENT NO. 3 TO CREDIT AGREEMENT AND SENIOR SUBORDINATED LOAN AGREEMENT

This Amendment No. 3 to Credit Agreement (as defined below) and Senior Subordinated Loan Agreement (as defined below) (this "Amendment") dated as of May 5, 1999 is made by and among SWITCHCRAFT, INC. (the surviving entity of a merger between Switchcraft Acquisition, Inc. and Switchcraft, Inc.), an Illinois corporation (the "Borrower"), FIRST SOURCE FINANCIAL LLP, SANWA BUSINESS CREDIT CORPORATION, SUNTRUST BANK ATLANTA, KEY CORPORATE CAPITAL, INC. (each a "Lender," and together with BHF (acting in the capacity of a Lender) and any further lenders from time to time party hereto, collectively, the "Lenders"), BHF-BANK AKTIENGESELLSCHAFT, as a Lender, as Administrative Agent and as Collateral Agent ("BHF"), SWITCHCRAFT HOLDINGS, INC., a Delaware corporation, as guarantor (the "Guarantor") and BHF (USA) Capital Corporation ("BHFCC").

WHEREAS, the Borrower and BHF (in its capacity as Administrative Agent and Lender) entered into, and the other Lenders later joined that certain CREDIT AGREEMENT dated as of December 31, 1997 (as amended to date, the "Credit Agreement") and that certain SENIOR SUBORDINATED LOAN AGREEMENT dated as of December 31, 1997 (as amended to date, the "Subordinated Agreement," together with the Credit Agreement, collectively the "Agreements") and other Credit Documents, pursuant to which BHF and the Lenders made available to the Borrower loans in the aggregate amount of \$61,500,000;

WHEREAS, in connection with the assignment by BHF of its rights, powers, duties and obligations under the Agreements and the other Credit Documents to BHFCC and in order to effectuate certain related amendments to the Agreements and other Credit Documents related thereto, the parties hereto have agreed to amend the Agreements and related Credit Documents as provided for herein; and

WHEREAS, capitalized terms used but not defined herein shall have the meaning specified in the Agreements, as amended to date.

NOW THEREFORE, in consideration of the foregoing and for other consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

I. AMENDMENTS

1. In Section 10 of the Credit Agreement the definition of "BHF" shall be deleted in its entirety and restated to read as follows:

"BHFCC" shall mean BHF (USA) Capital Corporation.

2. In Section 9 of the Subordinated Agreement the definition of "BHF" shall be deleted in its entirety and restated to read as follows:

"BHFCC" shall mean BHF (USA) Capital Corporation.

II. AGREEMENTS

- 1. The Borrower, the Lenders and the Guarantor hereby acknowledge and agree as of the Effective Date (as defined below) as follows:
- A. The Borrower, the Lenders and the Guarantor hereby consent to the assignment by BHF to BHFCC of all of BHF's rights, powers, duties and obligations heretofore vested in BHF under the Agreements and the related Credit Documents. The Borrower, the Lenders and the Guarantor hereby discharge and release BHF from all such duties and obligations. BHF, the Borrower, the Lenders, the Guarantor and BHFCC acknowledge and agree that BHF shall have no further rights, powers, duties or obligations in respect of the Agreements and the related Credit Documents, but rather that all of such rights, powers, duties and obligations will be vested in BHFCC.
- B. All references in the Agreements and the related Credit Documents to "BHF-BANK Aktiengesellschaft" or "BHF" or words of like effect shall be references to "BHFCC" or "BHF (USA) Capital Corporation".
- C. In connection with Section 12.03 of the Credit Agreement and Section 11.03 of the Subordinated Agreement, all notices to BHFCC shall be sent to the address and numbers specified in Appendix I attached hereto. Payments to BHFCC shall be sent to the account specified in Appendix II attached hereto.
- 2. Each of the Borrower and the Guarantor hereby agrees that, from and after the Effective Date, upon the reasonable request of BHFCC, it shall execute, acknowledge and deliver such further instruments of conveyance and assurance and do such other things as may be required for more fully and certainly vesting and confirming in BHFCC all of the rights, powers, duties and obligations of BHF under the Agreements and the related Credit Documents. Without limiting the generality of the foregoing, the Borrower and the Guarantor will execute and deliver to BHF and BHFCC any amendments to or assignments of the Notes, Security Documents, Additional Security Documents, any patent and trademark security agreements, UCC financing statements, insurance

certificates, warrants and any other documents that BHFCC deems reasonably necessary to effectuate the foregoing.

III. REPRESENTATIONS AND WARRANTIES

The Borrower, the Lenders and the Guarantor, each as to itself, hereby represents and warrants as follows:

- 1. The execution, delivery and performance by the Borrower, the Lenders and the Guarantor of this Amendment (a) are within such party's corporate power; (b) have been duly authorized by all corporate and shareholder or other necessary action; (c) are not in contravention of any provision of such party's certificate of incorporation or bylaws or other documents of organization; (d) do not violate any law or regulation, or any order or decree of any Governmental Agency; and (e) do not conflict with or result in the breach or termination of, constitute a default under or accelerate any performance required by, any indenture, mortgage, deed of trust, lease, agreement or other instrument to which such party is a party or by which such party or any of its respective property is bound;
- 2. This Amendment has been duly executed and delivered by the Borrower, the Lenders and the Guarantor and constitutes the legal, valid and binding obligation of such parties, enforceable against each such party in accordance with its terms except as the enforceability hereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws affecting creditors' rights and remedies in general; and

IV. GUARANTOR'S CONSENT

The undersigned Guarantor, in its capacity as the Guarantor under the Holdings Guaranty (the "Guaranty") hereby agrees and consents to the amendments as set forth herein and hereby ratifies and confirms the Guaranty in all respects, after giving effect to the amendments set forth herein.

V. MISCELLANEOUS

- 1. This Amendment shall become effective as of 5:00 p.m. Eastern Standard Time on June 18, 1999 unless, on or before such date, BHF has given notice to the Borrower substantially in the form attached hereto as Appendix III, in which case this Amendment shall become effective as specified in the notice (the "Effective Date").
- 2. On or before the Effective Date, (a) all Letters of Credit issued by BHF under the Credit Agreement and which are outstanding on the Effective Date, will be transferred internally on the books and records of BHF to the head office of BHF-BANK Aktiengesellschaft or to one of its other branches and (b) BHFCC shall add its confirmation to such Letters of Credit, pursuant to which drawings under such Letters of Credit may be effected at the offices of BHFCC or such head office or such other branch (as the case may be), in the relevant beneficiary's discretion. BHF or BHFCC shall so notify the beneficiaries of such Letters of Credit.

- 3. BHF and BHFCC hereby agree and affirm that pursuant to an assignment and assumption agreement to be entered into by BHF and BHFCC on or prior to the Effective Date, as of the Effective Date, BHF will assign to BHFCC, and BHFCC will assume from BHF, all of BHF's rights, powers, duties and obligations heretofore vested in BHF under the Agreements and the related Credit Documents.
- 4. Each of the undersigned other than the Lenders (the "Parties"), acknowledges and confirms to BHFCC and the Lenders that the Agreements and each related Credit Document to which it is a party shall remain in full force and effect and shall continue to evidence, secure or otherwise guarantee and support the obligations owing by the Borrower to the Lenders pursuant thereto, as hereby amended, and the Notes delivered in accordance with the Agreements.
- 5. Each of the Parties acknowledges and reaffirms that (i) the Liens granted to the Collateral Agent for the benefit of the Lenders under the Security Documents and the Additional Security Documents remain in full force and effect and shall continue to secure the obligations of the Borrower and the Guarantor arising under the Agreements, as hereby amended, and related Credit Documents, and (ii) the validity, perfection or priority of the Liens will not be impaired by the execution and delivery of this Amendment.
- 6. All references in the Credit Documents to the Agreements shall, as of the Effective Date, be deemed to refer to the Agreements, as amended by this Amendment, mutatis mutandis.
- 7. This Amendment may be executed in any number of counterparts, including by telecopy, and by the various parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.
- 8. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES AND SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE SUCCESSORS AND ASSIGNS OF THE PARTIES HERETO.

IN WITNESS WHEREOF, the parties hereto, in their respective capacities under the agreements to which they are a party, by their officers duly authorized, have executed this Amendment as of the date first above written.

SWITCHCRAFT, INC.

Name: David K. Dunmead
Title: Vice President

BHF-BANK AKTIENGESELLSCHAFT Individually and as Administrative Agent

By:_____

Name: Thomas J. Leissl Title: Vice President

By:_____

Name: Stephen B. Shelton Title: Vice President IN WITNESS WHEREOF, the parties hereto, in their respective capacities under the agreements to which they are a party, by their officers duly authorized, have executed this Amendment as of the date first above written.

SWITCHCRAFT, INC.

y:_____

Name: David K. Dunmead Title: Vice President

BHF-BANK AKTIENGESELLSCHAFT Individually and as Administrative Agent

Bv:

Name: Thomas J. Leissl Title: Vice President

 $\mathbf{B}\mathbf{v}$

Name: Stephen B. Shelton Title: Vice President

BHF (USA) CAPITAL CORPORATION
By: A Managing Director
By: Name: Wolfgang Boeker Title: Treasurer
SWITCHCRAFT HOLDINGS, INC., as Guarantor
By: Name: David K. Dunmead Title: Vice President
FIRST SOURCE FINANCIAL, LLP By First Source Financial, Inc., its Manager
By: Name: John P. Thacker Title: Senior Vice President
FLEET BUSINESS CREDIT CORPORATION (f/k/a Sanwa Business Credit Corporation)
By: Name: Katherine L. Lane Title: Vice President

BHF (USA) CAPITAL CORPORATION

Ву:
Name: Burkhard Frankenberger Title: Managing Director
By: Name: Wolfgang Boeker
Title: Treasurer
SWITCHCRAFT HOLDINGS, INC., as Guarantor
Ву
Name: David K. Dunmead Title: Vice President
FIRST SOURCE FINANCIAL, LLP By First Source Financial, Inc., its Manag
By: Name: John P. Thacker
Title: Senior Vice President
SANWA BUSINESS CREDIT CORPORATION
By:Name: Peter L. Skavla
Title: Vice President

BHF (USA) CAPITAL CORPORATION

By:		
•	Name:	Burkhard Frankenberger
	Title:	Managing Director
By:		
	Name:	Wolfgang Boeker
	Title:	Treasurer
SW	TCHO	CRAFT HOLDINGS, INC.,
as (Guarant	or
By:		
		David K. Dunmead
	Title:	Vice President
		URCE FINANCIAL LLP
Ву	First So	ource Financial, Inc., its Manager
By		foli.
		John P. Thacker
	Title:	Senior Vice President
		BUSINESS CREDIT
C	ORPOF	RATION
Ву		
-		Peter L. Skavla
	Title:	Vice President

BHF (USA) CAPITAL CORPORATION

By:	
Name: Burkhard Frankenberger Title: Managing Director	
By: Name: Wolfgang Boeker Title: Treasurer	
SWITCHCRAFT HOLDINGS, INC., as Guarantor	
By: Name: David K. Dunmead Title: Vice President	
FIRST SOURCE FINANCIAL, LLP By First Source Financial, Inc., its Manager	-
By: Name: John P. Thacker Title: Senior Vice President	
FLEET BUSINESS CREDIT CORPORATION (f/k/a Sanwa Business Credit Corporation)	
By Latherine L Lane	

Name: Katherine L. Lane
Title: Vice President

SUNTRUST BANK, ATLANTA,

Name: Susan Hall

Title: Vice President

Title: Brever Corners

KEY CORPORATE CAPITAL, INC.

Name: Bruce F. Sowalskie

Title: Vice President

SUNTRUST BANK, ATLANTA,

By:

Name: Susan Hall Title: Vice President

By:_____

Title:

KEY CORPORATE CAPITAL, INC.

y:

Name: Bruce F. Sowalskie Title: Vice President

APPENDIX I

ADDRESS FOR NOTICES

TO: BHF (USA) CAPITAL CORPORATION

590 Madison Avenue New York, New York 10022

Telecopier: (212) 756-5536 Attention: Thomas J. Leissl

ACCOUNT INFORMATION FOR BHF (USA) CAPITAL CORPORATION

ACCOUNT INFORMATION FOR BHF (USA) CAPITAL CORPORATION

ABA #: 021-000-018

Bank Name: Bank of New York City: New York, New York

Account Name: BHF (USA) Capital Corporation Account Number: 890-0388-935

329389.2 02625-00014

> PATENT REEL: 010103 FRAME: 0420

FORM OF NOTICE TO BORROWER

To: NAME OF BORROWER ADDRESS OF BORROWER

Reference is made to the Amendment to Credit Agreement and Senior Subordinated Loan Agreement dated as of May 5, 1999 (the "Amendment), by and among BHF-BANK Aktiengesellschaft ("BHF"), BHF (USA) Capital Corporation ("BHFCC"), the lenders from time to time party thereto and Switchcraft, Inc. (the "Borrower") in connection with the Credit Agreement, dated as of December 31, 1997 (the "Credit Agreement") and the Senior Subordinated Loan Agreement, dated as of December 31, 1997 (the "Subordinated Agreement"), both among BHF, the Lenders from time to time party thereto and the Borrower.

:m. Eastern Standard Time on [ince with the Amendment that effective as of, 1999] (the "Effective Date"), BHF has
assigned to BHFCC of all of its rights, pe	owers, duties and obligations under the Credit ent and BHFCC has accepted and assumed such
	BHF-BANK AKTIENGESELLSCHAFT
	By: Name: Title:
	By:

Title:

SUBORDINATED PATENT SECURITY AGREEMENT

WHEREAS, Switchcraft, Inc., an Illinois corporation (herein referred to as "Grantor"), owns the Patents (as defined in the Security Agreement referred to below) listed on Schedule 1 annexed hereto:

WHEREAS, the Grantor, certain lenders and BHF-Bank Aktiengesellschaft, as Administrative Agent and Arranger for such lenders (the "Lenders") are parties to a Senior Subordinated Loan Agreement of even date herewith (as the same may be amended from time to time, the "Loan Agreement");

WHEREAS, pursuant to the terms of the Subordinated Security Agreement of even date herewith (as the same may be amended form time to time, the "Security Agreement"), between Grantor and BHF-Bank Aktiengesellschaft, as Collateral Agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity, the "Grantee"), Grantor has granted to Grantee for the ratable benefit of such secured parties a security interest in substantially all the assets of the Grantor including all right, title and interest of Grantor in, to and under all Grantor's Patents (as defined in the Security Agreement), together with any reissues, continuations, continuations-in-part or extensions thereof, whether presently existing or hereafter arising or acquired, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof for the full term of the Patents, to secure the payment of all amounts owing under the Loan Agreement and the other Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Patent, including, without limitation, each Patent referred to in Schedule 1 annexed hereto; and

(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent, including, without limitation, any Patent referred to in Schedule 1 annexed hereto.

This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including, without limitation, those relating to subordination) are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Subordinated Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the 31st day of December 1997.

SWITCHCRAFT, INC

By_

R. Scott Schafler Vice President

Acknowledged:

BHF-Bank Aktiengesellschaft,

as Collateral Agent

Bv

Thomas J. Leissl Vice President

> Stephen B. Shelton Vice President

STATE OF NEW YORK)
.) ss.:
COUNTY OF NEW YORK)

On the Aday of December, 1997, before me personally came R. Scott Schafler, to me personally known to me to be the person described in and who executed the foregoing instrument as Vice President of Switchcraft, Inc., who being by me duly sworn, did depose and say that he is a Vice President of Switchcraft, Inc., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and seal on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

[Seal]

My commission expires:

ANNE STEVENSON
Notary Public, State of New York
No. 01ST5079491
Qualified in Queens County
Certificate Filed in New York County
Commission Expires June 9,

Switchcraft Patents

9005	10987	US		Front Removable Jack Module	04788981
9/1305	91008	US	Purpura EIAI	Cable Molded Strain Rellef	04789906
9/1305	3/267	US	L9U	Channelized Jackfield	04770839
9/2005	10987	US	Lau	Split Front Panel	04772582
11/15/05	10007	US	נפט	Jack Lamp Assembly	04784609
11/22/05	31800	US	Speulding	Snap-Lack Insert For Connector	04786260
1/1008	3/287	US	Leu	Circuit Board Connector	04797114
9/1/08	2/13/87	US	Lau	Tri-Jack	04820200
57208	3/2/87	Us	רפת	Latched Lamp Jack Assembly	04826439
5208	8/20/88	Us	Basov EUAI	Jackfield Connector Device	04826455
1017/08	0/15/08	US	נפו	Modular Guide/ Cover Assembly	04874317
57,07	1/23/80	Us	Garay EIAI	Concector Assembly Adaptor	04921431
7207	10280	US	נפן	Reinforced Phone Plug	04939717
9407	26/90	Us	Frank	Detent For Test Jack	04854098
9725/07	412/00	Us	Geray EtAl	Power Connector	04859028
32409	12/51/90	Us	Leu	Spring Lock Terminal	05098317
5/1900	43090	S.	Geray	Snap-In Relainer Sleave	05115375
60/6/09	9/17/91	US	Garay EIAI	Insulatedn Jack Plug	05139444
11/6/11	11/24/93	US	Bielet	Coaxiel Plug	05362251
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