

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Winchester Electronics Corporation	04/16/2007

RECEIVING PARTY DATA

Name:	Sovereign Bank
Street Address:	75 State Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109

PROPERTY NUMBERS Total: 8

Property Type	Number
Patent Number:	4925353
Patent Number:	6979202
Application Number:	11514270
Application Number:	11516626
Application Number:	60733261
Application Number:	60793643
Application Number:	60793721
Application Number:	11590870

CORRESPONDENCE DATA

Fax Number: (617)248-4000

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

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PATENT

500261439

REEL: 019181 FRAME: 0125

OP \$320.00 4925353

ATTORNEY DOCKET NUMBER:

2006545-0003

NAME OF SUBMITTER:

John D. Lanza

Total Attachments: 7

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## PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement is entered into as of April 16, 2007 (this "Agreement"), by Winchester Electronics Corporation (the "Borrower"), Winchester Electronics Holdings, LLC (the "Parent"), and each Subsidiary Guarantor listed on Schedule II hereto (collectively, the "Subsidiary Guarantors" and, together with the Borrower and Parent, the "Pledgors"), in favor of Sovereign Bank, in its capacity as administrative agent (in such capacity, the "Administrative Agent") for itself and the other lending institutions (collectively, the "Lenders") which are or may become parties to the Credit Agreement (as defined below).

### W I T N E S S E T H:

WHEREAS, the Borrower, the Subsidiary Guarantors, the Lenders from time to time party thereto, and the Administrative Agent are party to the Credit Agreement dated as of June 23, 2006 (as heretofore amended, the "Original Credit Agreement"), pursuant to which the Lenders, subject to the terms and conditions contained therein, agreed to make Loans and other financial accommodations to the Borrower;

WHEREAS, in connection with the Original Credit Agreement, the Pledgors and the Administrative Agent entered into a Security Agreement dated as of June 23, 2006 (as heretofore amended, the "Original Security Agreement"), and a Patent and Trademark Security Agreement of even date therewith (as heretofore amended, the "Original Patent and Trademark Security Agreement");

WHEREAS, concurrently with the execution and delivery hereof, (a) the Borrower, the Subsidiary Guarantors, the Administrative Agent, and the Lenders are entering into the First Amended and Restated Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), (i) which Credit Agreement shall amend and restate the Original Credit Agreement in its entirety and (ii) pursuant to which the Lenders, subject to the terms and conditions set forth therein, have agreed to make Loans and other financial accommodations to the Borrower, and (b) the Pledgors and the Administrative Agent are entering into the First Amended and Restated Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), (i) which Security Agreement shall amend and restate the Original Security Agreement in its entirety and (ii) pursuant to which the Pledgors have pledged and granted to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in all of the Pledgors Collateral (as such terms are defined in the Security Agreement); and

WHEREAS, it is a condition precedent to the Lenders and the Administrative Agent entering into the Credit Agreement that the Pledgors execute and deliver this Agreement as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent and Trademark Collateral. Each Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Lenders a lien on and a security interest in and to all of its right, title and interest in, to and under all:

- (a) Patents and Trademarks for which registrations or applications for registration are listed on Schedule I attached hereto;
- (b) Goodwill associated with such Patents and Trademarks; and
- (c) Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Patents and Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. When all of the Secured Obligations have been indefeasibly paid and finally satisfied in full in cash and all Commitments of the Lenders shall have terminated, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the security interest in the Patents and Trademarks under the Security Agreement and this Agreement.

SECTION 5. Ratification. Each of the Pledgors hereby confirms that the Original Patent and Trademark Security Agreement remains in full force and effect on and as of the date hereof, and each of the Pledgors hereby ratifies the continued and continuing existence and effectiveness of the Original Patent and Trademark Security Agreement. The security interests granted by the Pledgors under the Original Patent and Trademark Security Agreement shall continue without interruption thereunder.

[Signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

**WINCHESTER ELECTRONICS  
CORPORATION**

By: Frank Foster  
Name: Franklin Foster  
Title: Secretary

**WINCHESTER ELECTRONICS  
HOLDINGS, LLC**

By: Frank Foster  
Name: Franklin Foster  
Title: Secretary

**WINCHESTER HOLDING, INC.**

By: Frank Foster  
Name: Franklin Foster  
Title: Secretary

[ SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT ]

**SCHEDULES**  
**TO**  
**PATENT AND TRADEMARK SECURITY AGREEMENT**  
**WINCHESTER ELECTRONICS CORPORATION**  
**APRIL 16, 2007**

## **SCHEDULE I<sup>1</sup>**

### **Issued U.S. Patents**

UNITED STATES PATENTS					
DOCKET NO.	PATENT TITLE	PATENT NUMBER	ISSUE DATE	APPLICATION NUMBER	FILING DATE
3429-170	Drive Fastening System	4,925,353	5/15/90	07/201,253	5/25/88
3429-131	High Speed Electrical Connector	6,979,202	12/27/05	10/893,430	7/19/04

### **U.S. Patent Applications**

UNITED STATES PATENT APPLICATIONS			
Docket No.	APPLICATION TITLE	APPLICATION NUMBER	APPLICATION FILING DATE mm/dd/yy
3429-145 (cont. of 139)	High Speed Electrical Connector	11/514,270	9/1/06
3429-146 (cont of 127)	Power Connectors and Contacts	11/516,626	9/7/06
3429-140	Quick Connect Connector	11/590,870 60/733,261	11/01/06 11/04/05
3429-143	Interconnect Utilizing Genderless Surface Mount Contacts and Compliant Interposer	60/793643	04/21/06
3429-144	Interconnect Utilizing Genderless Surface Mount Pogo Type Contacts and Replaceable PCB	60/793721	04/21/06
3429-176 (cont. of 137)	Snap Lock Connector	To be assigned	02/26/07

### **U.S. Trademark Registrations**

None.

### **Trademark Application**

None.

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<sup>1</sup> The Intellectual Property (the "IP") listed herein does not include all the IP owned by the Winchester Electronics Corporation, but rather only the IP that was not recorded in the previous recordation of security interest under the Credit Agreement dated June 23, 2006. Further, as only domestic applications are recorded with the USPTO, no foreign IP is listed.

**U.S. Trademark Applications**

None.

**United States Copyright Registrations and Applications**

None.

**United States Copyright Registrations and Applications**

None.



**SCHEDULE II**

Winchester Holding, Inc.