

## 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	07/23/2013
RECEIVING PARTY DATA	
Name:	Madison Capital Funding LLC, as Agent
Street Address:	30 South Wacker Drive, Suite 3700
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13655718
CORRESPONDENCE DATA	
Fax Number:	3123322196
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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ATTORNEY DOCKET NUMBER:	4975.259
NAME OF SUBMITTER:	Justin DeBruyne
Signature:	/justin debruyne/
Date:	07/24/2013
Total Attachments: 4 source=Executed Amendment to Patent Security Agreement 1#page1.tif source=Executed Amendment to Patent Security Agreement 1#page2.tif source=Executed Amendment to Patent Security Agreement 1#page3.tif source=Executed Amendment to Patent Security Agreement 1#page4.tif	

OP \$40.00 13655718

**FIRST AMENDMENT TO  
PATENT SECURITY AGREEMENT**

THIS FIRST AMENDMENT ("Amendment") to that certain Patent Security Agreement dated as of July 25, 2012 (the "Patent Security Agreement") made by WINCHESTER ELECTRONICS CORPORATION, a Delaware corporation ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as Agent for Lenders ("Agent") is dated as of July 23, 2013.

**RECITALS**

WHEREAS, pursuant to that certain Credit Agreement dated as of July 25, 2012 by and among Grantor, the financial institutions party thereto from time to time (together with their respective successors and assigns, "Lenders") and Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"; capitalized terms used and not otherwise defined herein shall have the respective meanings given to them in the Credit Agreement), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Grantor;

WHEREAS, the Grantor, certain affiliates of the Grantor, and Agent are parties to that certain Guarantee and Collateral Agreement dated as of July 25, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guarantee and Collateral Agreement"), pursuant to which, among other things, Grantor has granted to the Agent a security interest in substantially all of Grantor's assets, including, without limitation, all of its "Patents" and "Patent Licenses", as such terms are defined in the Guarantee and Collateral Agreement (herein, the "Patents");

WHEREAS, since the date of Grantor's execution of the Patent Security Agreement, Grantor has acquired interests in additional Patents (the "New Patents"); and

WHEREAS, in accordance with the Guarantee and Collateral Agreement, the parties agree to amend the Patent Security Agreement to confirm the inclusion of such New Patents;

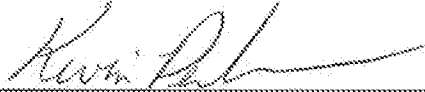
NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Patent Security Agreement as follows:

SECTION 1. Schedules. Schedule 1 to the Patent Security Agreement shall be deemed to refer to Schedule 1 as amended by the addition of the New Patents scheduled on Schedule A attached hereto.

SECTION 2. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Patent Security Agreement shall remain in full force and effect as executed.

IN WITNESS WHEREOF, Grantor and Agent have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

WINCHESTER ELECTRONICS CORPORATION

By:   
Name: Kevin S. Perhamus  
Title: Chief Executive Officer, President and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC, as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

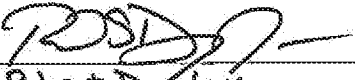
IN WITNESS WHEREOF, Grantor and Agent have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

WINCHESTER ELECTRONICS CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC, as Agent

By:  \_\_\_\_\_  
Name: Robert Darglass  
Title: Vice President

**SCHEDULE A**

**U.S. PATENTS AND PATENT APPLICATIONS**

PATENT	NUMBER	DATE	OWNER
Closed entry din jack and connector with PCB board lock	13655718	10/19/12	Winchester Electronics Corporation