

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3111430

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
WINCHESTER ELECTRONICS CORPORATION	11/17/2014
CLEMENTS NATIONAL COMPANY	11/17/2014
TRU CORPORATION	11/17/2014
SRI HERMETICS, LLC	11/17/2014
RECEIVING PARTY DATA	
Name:	CIT FINANCE LLC
Street Address:	11 WEST 42ND STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10036
PROPERTY NUMBERS Total: 56	
Property Type	Number
Patent Number:	7484998
Patent Number:	7452228
Patent Number:	6832932
Patent Number:	7513788
Patent Number:	7713067
Patent Number:	5836776
Patent Number:	5921794
Patent Number:	D484036
Patent Number:	6932644
Patent Number:	6808401
Patent Number:	6793530
Patent Number:	7228628
Patent Number:	6666726
Patent Number:	6554629
Application Number:	13849626
Patent Number:	8192228
Patent Number:	8530760
Patent Number:	8081467
PATENT	

Property Type	Number
Application Number:	13777634
Application Number:	13800589
Patent Number:	6246819
Patent Number:	8406583
Patent Number:	D421248
Patent Number:	7517258
Patent Number:	7182640
Patent Number:	7300310
Patent Number:	7365620
Patent Number:	7144274
Patent Number:	6179663
Patent Number:	6979202
Patent Number:	7351114
Patent Number:	6843657
Patent Number:	7040901
Application Number:	14062173
PCT Number:	US2013066580
Patent Number:	6929482
Patent Number:	6910897
Patent Number:	7019984
Application Number:	13655718
Patent Number:	7059877
Patent Number:	7589401
Patent Number:	7878860
Patent Number:	8206179
Patent Number:	7699617
Patent Number:	7896656
Patent Number:	8157572
Patent Number:	6669375
Patent Number:	7057115
Patent Number:	5860812
Patent Number:	5842876
Patent Number:	6402525
Patent Number:	7160122
Patent Number:	7264485
Patent Number:	7322846
Patent Number:	7189097
Patent Number:	7329139

CORRESPONDENCE DATA**Fax Number:** (617)523-6850*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.***Phone:** 6175735850**Email:** elizabeth.burkhard@hklaw.com**Correspondent Name:** ELIZABETH BURKHARD/HOLLAND & KNIGHT LLP**Address Line 1:** 10 ST. JAMES AVENUE**Address Line 2:** 11TH FLOOR**Address Line 4:** BOSTON, MASSACHUSETTS 02116

ATTORNEY DOCKET NUMBER:	136140.01025
NAME OF SUBMITTER:	ELIZABETH R. BURKHARD
SIGNATURE:	/Elizabeth Burkhard/
DATE SIGNED:	11/17/2014

Total Attachments: 13

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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT (this "Agreement"), dated as of November 17, 2014, by the undersigned (collectively, jointly and severally, "Grantors," and each individually a "Grantor"), in favor of CIT FINANCE LLC, in its capacity as Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among WINCHESTER ELECTRONICS CORPORATION, a Delaware corporation, Electrical Specialty Products, LLC, a South Carolina limited liability company, Clements National Company, a Delaware corporation, Winchester SRC Cables Corp., a Delaware corporation, TRU Corporation, a Massachusetts corporation, and Winchester Source Technology, LLC, a Delaware limited liability company (collectively, the "Borrowers"), Winchester Electronics Intermediate Holding Corporation and the other Guarantors party thereto, Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make Loans for the benefit of Borrowers;

WHEREAS, in connection with the Loans made pursuant to the terms and conditions of the Credit Agreement, each Grantor has executed and delivered to Agent, for the benefit of the Secured Parties, that certain Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver to Agent, for the benefit of the Secured Parties, this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Agreement shall be subject to the rules of construction set forth in Section 1.3 of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. To secure the Secured Obligations, each Grantor hereby grants to Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's rights, titles and interests in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

- (a) all of its registered Patents set forth on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing; and
- (c) subject to the Security Agreement, all proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement or dilution of any Patent.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent

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Collateral 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.

4. INTERCREDITOR AGREEMENT. Anything herein to the contrary notwithstanding, the liens and security interests securing the obligations evidenced by this Agreement or the Credit Agreement, the exercise of any right or remedy with respect thereto, and certain of the rights of the holders of the Secured Obligations are subject to the provisions of the Intercreditor Agreement dated as of November 17, 2014, (as amended, restated, supplemented, or otherwise modified from time to time, the "Intercreditor Agreement"), by and between CIT Lending Services Corporation as First Lien Agent, and Wilmington Trust, National Association, as Second Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

5. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

6. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTIONS 8.11, 8.12 AND 8.13 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

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

WINCHESTER ELECTRONICS CORPORATION

By: 

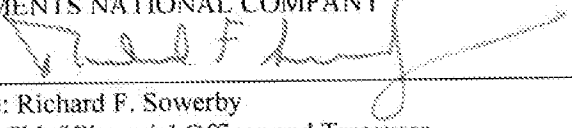
Name: Richard F. Sowerby

Title: Chief Financial Officer and Treasurer

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CLEMENTS NATIONAL COMPANY

By: 

Name: Richard F. Sowerby

Title: Chief Financial Officer and Treasurer

[Winchester -- First Lien Patent Security Agreement Signature Page]

PATENT
REEL: 034280 FRAME: 0553

TRU CORPORATION

By: 

Name: Richard F. Sowerby

Title: Chief Financial Officer and Treasurer

[Winchester – First Lien Patent Security Agreement Signature Page]

PATENT
REEL: 034280 FRAME: 0554

SRI HERMETICS, LLC

By: 

Name: Richard F. Sowerby

Title: Chief Financial Officer and Treasurer

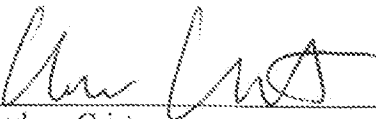
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ACCEPTED AND ACKNOWLEDGED BY:

CIT FINANCE LLC,
as Agent

By: _____

A handwritten signature in black ink, appearing to read "Andrew Crist", is written over a dotted line.

Name: Andrew Crist

Title: Authorized Signatory

[Winchester -- First Lien Patent Security Agreement Signature Page]

PATENT
REEL: 034280 FRAME: 0556

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Title	Jurisdiction	Applic. No.	Filing Date	Patent No./ Issue Date	Registration Date	Current Owner of Record
Apparatus and method for connecting an array of cables to a circuit board	US	11/867,326	10-04-2007	7,484,998	2-3-2009	Winchester Electronics Corporation
Apparatus and method for connecting an array of cables to a circuit board	WO	WO 2007-US21341	10/4/2007			Winchester Electronics Corporation
BNC Plug Connector with rotational indication and associated method	US	11/761,685	6-12-2007	7,452,228	11-18-2008	Winchester Electronics Corporation
Cam & Groove High Power Interface	WO	PCT/US08/68547	6-27-2008	WO/2009/006288	1-8-2009	TRU Corporation
Closed Entry Din	Canada	2850947	10-19-2012			Winchester Electronics Corporation
Closed Entry Din	WO	WO 2012-US60993	10-19-2012			Winchester Electronics Corporation
Coaxial Cable Connector Having Anti-Rotational Features	US	10/606,990	6-26-2003	6,832,932	12-21-2004	TRU Corporation
Coaxial Cable Connector Having Anti-Rotational Features	WO	PCT/US2004/020018	6-23-2004	WO/2005/013426	2-10-2005	TRU Corporation
Connector and method of mating same with a corresponding connector	US	11/961,623	12-20-2007	7,513,788	4-7-2009	Winchester Electronics Corporation
Connector with a conductive shell with an extension to straddle a circuit board	US	09/396,563	3-3-2009	7,713,067	5-11-2010	Winchester Electronics Corporation
Connector With Integral Internal Switch Actuator And Method Of Using The Same	US	08/920,698	8-29-1997	5,836,776	11-17-1998	TRU Corporation
Connector with Integral Switch Actuating Cam	US	09/128,203	8-3-1998	5,921,794	7-13-1999	TRU Corporation

Title	Jurisdiction	Applic. No.	Filing Date	Patent No./ Issue Date	Registration Date	Current Owner of Record
Coupling Nut For An Electrical Connector	US	29/161765	6-4-2002	D484,036	12-23-2003	TRU Corporation
Dissimilar metal hermetic connector	US	10/814,984	3-31-2004	6,932,644	8-23-2005	SRI Hermetics, LLC
Electrode For Electrical Connector	Canada	2445701	10-2-2003	2445701	12-5-2006	Clements National Company
Electrode For Electrical Connector	US	10/376,200	2-28-2003	6,808,401	10-26-2004	Clements National Company
Electrical Connector and Method of Making the Same	Canada	2426197	7-24-2007	2426197	4-22-2003	Clements National Company
Electrical Connector and Method of Making	US	10/216,995	8-12-2002	6,793,530	9-21-2004	Clements National Company
Electrical Connector and Method of Making the Same	US	11/091,490	3-29-2005	7,228,628	6-12-07	Winchester Electronics Corporation
Electrical Connector Assembly	US	10/232,832	8-30-2002	6,666,726	12-23-2003	TRU Corporation
Electrical Connector Assembly	WO	PCT/US01/24202	7-31-2001	WO/2002/011248	2-7-2002	TRU Corporation
Electrical Connector With Switch-Actuating Sleeve	US	09/894,414	6-28-2001	6,554,629	4-29-2003	TRU Corporation
Electrical connector, transmission system and method of coupling an electrical connector	WO	WO 2008-US68547	6-27-2008			TRU Corporation
Electrical Socket Assembly And Method Of Manufacturing Same	US	13/849,626	3-25-2013			Winchester Electronics Corporation
Electronic Assembly Including RF Feedthrough Connector And Related Methods	US	12/391,847	2-24-2009	8,192,228	6-5-2012	SRI Hermetics, LLC
Electronic device including indium gasket and related methods	US	13/346,009	1-9-2012	8,530,760	9-10-2013	SRI Hermetics, LLC

Title	Jurisdiction	Applic. No.	Filing Date	Patent No./ Issue Date	Registration Date	Current Owner of Record
Electronics package including heat sink in the housing and related methods	US	12/195,079	8-20-2008	8,081,467	12-20-2011	SRI Hermetics, LLC
Expanded Beam Optical Connector and Method of Making the Same	US	13/777,634	2-26-2013			Winchester Electronics Corporation
Fiber Connector	US	13/800,589	03-13-2013			Winchester Electronics Corporation
Fiber Optic Cladding Displacement Connector	US	09/209,774	12-11-1998	6,246,819	6-12-2001	Winchester Electronics Corporation
Fiber Optic Jack and Connector	Canada	27/51329	2-3-2010			Winchester Electronics Corporation
Fiber Optic Jack And Connector	US	12/699,255	2-3-2010	8,406,583	3-26-2013	Winchester Electronics Corporation
Fuse Clip	US	29/084,660	3/6/1998	D421248	2-29-2000	Winchester Electronics Corporation
Hermetically sealed coaxial type feed-through RF Connector	US	11/666,085	1-29-2007	7,517,258	4-14-2009	SRI Hermetics, LLC
Hermetically sealed multi feed-through pin electrical connector	US	11/355,272	2-15-2006	7,182,640	2-27-2007	SRI Hermetics, LLC
Hermetically sealed, weldable connectors	US	11/491,810	7-24-2006	7,300,310	11-27-2007	SRI Hermetics, LLC
Hermetically sealed, weldable connectors	US	11/491,811	7-24-2006	7,365,620	4-29-2008	SRI Hermetics, LLC
Hermetically sealed, weldable connectors	US	11/074,256	3-7-2005	7,144,274	12-5-2006	SRI Hermetics, LLC
High Density Electrical Interconnect System Having Enhanced Grounding and Cross-Talk Reduction Capability	US	09/295,344	4-21-99	6,179,663	1-30-2001	Winchester Electronics Corporation
High Speed Electrical Connector	US	10/893,430	7-19-04	6,979,202	12-27-2005	Winchester Electronics Corporation

Title	Jurisdiction	Applic. No.	Filing Date	Patent No./ Issue Date	Registration Date	Current Owner of Record
High Speed Electrical Connector (cont. of 139)	US	11/514,270	9-1-2006	7,351,114	4-1-2008	Winchester Electronics Corporation
High Speed, High Density Interconnect System for Differential and Single-Ended Transmission Applications	US	10/036,796	1-7-2002	6,843,657	1-18-2005	Winchester Electronics Corporation
High-Speed Electrical Connector	US	10/893,431	7-19-2004	7,040,901	5-9-2006	Winchester Electronics Corporation
In-Flight Entertainment System For An Aircraft	US	14/062,173	10-24-2013			Winchester Electronics Corporation
In-Flight Entertainment System For An Aircraft	WO	PCT/US2013/066580	10-24-2013			Winchester Electronics Corporation
In-Flight Entertainment System For An Aircraft	WO	WO 2013-US66580	10-24-2013	WO/2014/066617	5-1-2014	Winchester Electronics Corporation
Interconnection Arrangement	US	10/760,414	1-21-2004	6,929,482	8-16-2005	Winchester Electronics Corporation
Interconnection System	US	10/234,859	9-5-2002	6,910,897	6-28-2005	Winchester Electronics Corporation
Interconnection System	US	11/151,463	8-14-2005	7,019,984	3-28-2006	Winchester Electronics Corporation
Jack and Connector with PCB Board Lock	US	13/655,718	10-19-2012			Winchester Electronics Corporation
Latch mechanism for electrical connector	US	886828	7/7/2004	7,059,877	6-13-2006	Clements National Company

Title	Jurisdiction	Applic. No.	Filing Date	Patent No./ Issue Date	Registration Date	Current Owner of Record
Lightweight, Hermetically Sealed Package Having Auxiliary, Selectively Contoured, Low Mass, Pseudo Wall Insert For Surface-Mounting And Dissipating Heat From Electronic Circuit Components	US	11/463,383	8-9-2006	7,589,401	9-15-2009	SRI Hermetics, LLC
Hermetically Sealed, Weldable Connectors	US	11/491,811	7-24-2006	7,365,620	4-29-2008	SRI Hermetics, LLC
Modular connector system	US	12/770,348	4-29-2010	7,878,860	2-1-2011	Winchester Electronics Corporation
Modular connector system	US	13/017,607	1-31-2011	8,206,179	6-26-2012	Winchester Electronics Corporation
Modular connector system	WO	2010-US33008	4-29-2010	WO/2011/136779	11-3-2011	Winchester Electronics Corporation
Modular Interconnect Apparatus	US	12/247,426	10-8-2008	7,699,617	4-20-2010	Winchester Electronics Corporation
Modular interconnect apparatus	US	12/621,676	11-19-2009	7,896,656	3-01-2011	Winchester Electronics Corporation
Modular interconnect apparatus	US	13/029,280	2-17-2011	8,157,572	4-17-2012	Winchester Electronics Corporation
Multi-fiber, in-line attenuator module and assembly for optoelectronic networks	US	10/219,452	8-15-2002	6,669,375	12-30-2003	Winchester Electronics Corporation
Multilayered Circuit Board For High-Speed, Differential Signals	US	10/876,569	6-28-2004	7,057,115	6-6-2006	Winchester Electronics Corporation
Multilayered Circuit Board For High-Speed, Differential Signals	WO	WO 2005-US43117	11-30-2005	WO/2006/060383	6-8-2006	Winchester Electronics Corporation
One Piece Molded RF/Microwave Coaxial Connector	US	08/787,819	1-23-1997	5,860,812	1-19-1999	Winchester Electronics Corporation

Title	Jurisdiction	Applic. No.	Filing Date	Patent No./ Issue Date	Registration Date	Current Owner of Record
Power Clip for Printed Circuit Board	US	08/904,521	8-1-1997	5,842,876	12-1-1998	Winchester Electronics Corporation
Power Connector for Connection to a Printed Circuit Board	US	09/858,547	5-17-2001	6,402,525	6-11-2002	Winchester Electronics Corporation and International Business Machines Corporation
Power Connectors and Contacts	US	11/252,578	10-19-2005	7,160,122	1-9-2007	Winchester Electronics Corporation
Power Connectors and Contacts	US	11/516,626	9-7-2006	7,264,485	9-4-2007	Winchester Electronics Corporation
Quick Connect Connector	US	11/590,870	11-1-2006	7,322,846	1-29-2008	Winchester Electronics Corporation
Snap Lock Connector	Canada	2597664	2-1-2006	2597664	5-21-2013	Winchester Electronics Corporation
Snap Lock Connector	US	11/296,336	12-8-2005	7,189,097	3-13-2007	Winchester Electronics Corporation
Snap Lock Connector	US	11/710,416	2/26/07	7,329,139	2-12-2008	Winchester Electronics Corporation