

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3215148

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
SYMETRICS TECHNOLOGY GROUP, LLC	01/14/2015
RECEIVING PARTY DATA	
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT
Street Address:	1525 WEST W.T. HARRIS BLVD.
Internal Address:	MAC D1109-019
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28262
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	D328456
Application Number:	09866984
Application Number:	11217803
CORRESPONDENCE DATA	
Fax Number:	(704)373-8822
<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:	(704) 373-4640
Email:	bsmith@mcguirewoods.com
Correspondent Name:	BETTY G. SMITH, SENIOR PARALEGAL
Address Line 1:	MCGUIREWOODS LLP, 201 N. TRYON STREET
Address Line 2:	SUITE 3000
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28202
ATTORNEY DOCKET NUMBER:	2029724-0492
NAME OF SUBMITTER:	BETTY G. SMITH
SIGNATURE:	/Betty G. Smith/
DATE SIGNED:	02/06/2015
Total Attachments: 6	
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of January 14, 2015 (this "Agreement"), is made by SYMETRICS TECHNOLOGY GROUP, LLC, a Florida limited liability company (the "Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as the administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as of January 14, 2015 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among Extant Components Group Holdings, Inc., a Delaware corporation (the "Holdings"), Extant Components Group Intermediate, Inc., a Delaware corporation (the "Borrower"), the Lenders from time to time party thereto and the Administrative Agent, the Lenders have extended Commitments to make Credit Extensions to the Borrower; and

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered that certain Amended and Restated Pledge and Security Agreement, dated as January 14, 2015 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Patent Collateral (as defined below) to secure all Obligations; and

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

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the Grantor's right, title and interest throughout the world, whether now or hereafter existing or acquired by the Grantor, in and to the following (the "Patent Collateral"):

(a) all letters patent, currently pending applications for letters patent throughout the world, including all reissues, divisionals, continuations, continuations-in-

part, extensions, and reexaminations of any of the foregoing (collectively, "Patents"), including each Patent and Patent application referred to in Schedule I;

(b) all Patent licenses, and other agreements for the grant by or to such Grantor of any right to use any items of the type referred to in clause (a) above (each a "Patent License");

(c) the right to sue third parties for past, present and future infringements of any Patent or Patent application, and for breach or enforcement of any Patent License; and

(d) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

Notwithstanding the foregoing, Patent Collateral shall not include those items set forth in clauses (i) through (vii) of Section 2.1 of the Security Agreement.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Patent Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Waiver, etc. The Grantor hereby waives promptness, diligence, notice of acceptance and any other notice with respect to any of the Obligations, this Agreement and the Security Agreement and any requirement that any Secured Party protect, secure, perfect or insure any Lien, or any property subject thereto, or exhaust any right or take any action against any Grantor or any other Person (including any other Grantor) or entity or any Collateral securing the Obligations, as the case may be. As provided below, this Agreement shall be governed by, and construed in accordance with, the Laws of the State of New York.

SECTION 5. Release of Liens; Termination of Agreement. Upon (a) the Disposition of Patent Collateral in accordance with the Credit Agreement or (b) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (i) such Patent Collateral (in the case of clause (a)) or (ii) all Patent Collateral (in the case of clause (b)), without delivery of any instrument or performance of any act by any party. Upon the occurrence of the Termination Date, this Agreement and all obligations of each Grantor hereunder shall automatically terminate without delivery of any instrument or performance of any act by any party. A Grantor shall automatically be released from its obligations hereunder upon the consummation of any transaction permitted by the Credit Agreement as a result of which such Grantor ceases to be a Subsidiary of any of Holdings and any of its Subsidiaries. Upon any such Disposition, other permitted transaction or termination, the Administrative Agent will, at the Grantors' sole expense, deliver to the Grantors, without any representations,

warranties or recourse of any kind whatsoever, all Patent Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence such termination.

SECTION 6. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement. In the event of any conflict between the provisions of this Agreement and the provisions of the Security Agreement, the Security Agreement shall control.

SECTION 7. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

SECTION 8. Governing Law, Entire Agreement, etc. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 9. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or via other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 10. ENTIRE AGREEMENT. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its Responsible Officer as of the date first above written.

SYMETRICS TECHNOLOGY GROUP, LLC

By: 

Name: W. Campbell McKegg, Jr.

Title: Designated Individual

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Administrative Agent

By: _____

Name:

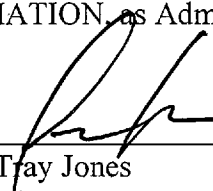
Title:

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its Responsible Officer as of the date first above written.

SYMETRICS TECHNOLOGY GROUP, LLC

By: _____
Name:
Title:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Administrative Agent

By:  _____
Name: Tray Jones
Title: Director

SCHEDULE I
to Patent Security Agreement

Patents

<u>Country</u>	<u>Patent No.</u>	<u>Issued Patents</u> <u>Issue Date</u>	<u>Title</u>
United States	D328456	August 4, 1992	Portable Terminal (Design)

Pending Patent Applications

<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Title</u>
United States	09/866984	May 29, 2001	Modular Sensor Array
United States	11/217803	September 1, 2005	Modular Sensor Array Improvements