PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4446936

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date	
BELDEN INC.	05/16/2017	

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT			
Street Address:	10 SOUTH DEARBORN			
City:	CHICAGO			
State/Country:	ILLINOIS			
Postal Code:	60603			

PROPERTY NUMBERS Total: 1

Property Type	Number		
Patent Number:	7015398		

CORRESPONDENCE DATA

Fax Number: (214)981-3400

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.

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 214-981-3483

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Correspondent Name: DUSAN CLARK, ESQ.

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ATTORNEY DOCKET NUMBER:	36084-38690
NAME OF SUBMITTER:	DUSAN CLARK
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	06/06/2017

Total Attachments: 4

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PATENT 504400239 REEL: 042618 FRAME: 0198

CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of May 16, 2017 by and from BELDEN INC., a Delaware corporation (the "Grantor"), to and in favor of JPMORGAN CHASE BANK, N.A., for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, the "Grantee").

WHEREAS, the Grantor (together with the Foreign Borrowers party to the Credit Agreement (defined below) from time to time, the "Borrowers"), the Lenders, the Grantee and the other Loan Parties, have entered into an Amended and Restated Credit Agreement dated as of May 16, 2017 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor and certain Subsidiaries of the Grantor have entered into a Pledge and Security Agreement dated as of October 3, 2013 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the patents listed on <u>Exhibit A</u> attached hereto (the "Patents"), which Patents are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Secured Parties. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) <u>Definitions</u>. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

- (a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the payment in full of all Secured Obligations (other than Unliquidated Obligations and Swap Obligations), the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Patents acquired under the Security Agreement and this Confirmatory Grant.
- (b) The Grantor hereby grants to the Grantee a security interest in (1) all of the Grantor's right, title and interest in and to the Patents now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds of the Patents and (3) all causes

PATENT REEL: 042618 FRAME: 0199 of action arising prior to or after the date hereof for infringement of the Patents or unfair competition regarding the same.

- 3) <u>Counterparts</u>. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
- 4) <u>Governing Law</u>. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

BELDEN, INC., a Delaware corporation

Name: Brian E. Anderson

Title: Senior Vice President - Legal, General

Counsel and Corporate Secretary

CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS Exhibit A - SCHEDULE OF PATENTS

Grantor	Title	Patent Number	Application Number	Date Filed	Issue Date	Country
Belden Inc.	Telecommunications cable	7,015,398	10/799,166	3/10/2004	3/21/2006	USA

RECORDED: 06/06/2017

PATENT REEL: 042618 FRAME: 0202