

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4618244

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
THINKLOGICAL, LLC	09/28/2017
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: 4	
Property Type	Number
Patent Number:	9653039
Patent Number:	9001898
Patent Number:	9253118
Patent Number:	8880928
CORRESPONDENCE DATA	
Fax Number:	(214)981-3400
<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:	214-981-3483
Email:	dclark@sidley.com
Correspondent Name:	DUSAN CLARK, ESQ.
Address Line 1:	SIDLEY AUSTIN LLP
Address Line 2:	2021 MCKINNEY AVE., SUITE 2000
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ATTORNEY DOCKET NUMBER:	36084-38690
NAME OF SUBMITTER:	DUSAN CLARK
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	09/28/2017
Total Attachments: 4	
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**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 September 28, 2017 by and from THINKLOGICAL, LLC, a Delaware limited liability company (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, Belden Inc. (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, Belden Inc. and certain Subsidiaries of Belden Inc. 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 has entered into a joinder agreement in respect of both the Credit Agreement and the Security Agreement.

WHEREAS, the Grantor owns the patents listed on Exhibit A 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) Definitions. 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 of action arising prior to or after the date hereof for infringement of the Patents or unfair competition regarding the same.

3) Counterparts. 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) Governing Law. 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.

THINKLOGICAL, LLC,
a Delaware limited liability company

By: 
Name: Brian E. Anderson
Title: Secretary

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

Grantor	Title	Patent Number / Publication No. / Application No.	Issue Date / Pub. Date / App. Date
Thinklogical, LLC	METHOD, APPARATUS AND A SYSTEM FOR CHANGING TO WHICH REMOTE DEVICE A LOCAL DEVICE IS IN COMMUNICATION VIA A COMMUNICATION MEDIUM THROUGH USE OF INTERRUPTION OF THE COMMUNICATION MEDIUM	9653039 13433970	16-MAY-2017 29-MAR-2012
Thinklogical, LLC	METHOD AND SYSTEM FOR SERIAL DIGITAL INTERFACE (SDI) VIDEO DATA EXTENSION	9001898 13134568	07-APR-2015 10-JUN-2011
Thinklogical, LLC	MATRIX ROUTER AND METHOD OF SWITCHING	9253118 13826280	02-FEB-2016 14-MAR-2013
Thinklogical, LLC	MULTIRATE TRANSMISSION SYSTEM AND METHOD FOR PARALLEL INPUT DATA	8880928 12082685	04-NOV-2014 11-APR-2008