

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5098098

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	W-TECHNOLOGY, INC.	08/16/2018
RECEIVING PARTY DATA		
Name:	ANTARES CAPITAL LP, AS COLLATERAL AGENT	
Street Address:	500 W MONROE STREET	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60661	
PROPERTY NUMBERS Total: 3		
Property Type	Number	
Patent Number:	7052297	
Patent Number:	5820416	
Patent Number:	5358418	
CORRESPONDENCE DATA		
Fax Number:	(312)577-4565	
<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:	312-577-8265	
Email:	kristin.brozovic@kattenlaw.com	
Correspondent Name:	KRISTIN BROZOVIC C/O KATTEN	
Address Line 1:	525 W MONROE STREET	
Address Line 4:	CHICAGO, ILLINOIS 60661	
ATTORNEY DOCKET NUMBER:	387132-230	
NAME OF SUBMITTER:	KRISTIN BROZOVIC	
SIGNATURE:	/Kristin Brozovic/	
DATE SIGNED:	08/17/2018	
Total Attachments: 4		
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT is entered into as of August 16, 2018, (this “Agreement”), by W-Technology, Inc., a Texas corporation (the “Grantor”) in favor of Antares Capital LP as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of June 30, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Loan Parties party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined in Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain Credit Agreement, dated as of June 30, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Credit Agreement”), by and among Tyson Bidco Corp., a Delaware corporation (“Purchaser”), which upon effectiveness of the Acquisition and the Mergers will be succeeded by Winchester Electronics Corporation, a Delaware corporation (the “Borrower”), Tyson Intermediate Holdco Corp., a Delaware corporation, (“Holdings”), the Subsidiaries of the Borrower from time to time party thereto, the Lenders from time to time party thereto and Antares Capital LP, as administrative agent and collateral agent for the Lenders (in its capacity as administrative and collateral agent, the “Administrative Agent”). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03 of the Security Agreement, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “IP Collateral”):

A. all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule I hereto; and

B. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.


SECTION 3. **Security Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

W-TECHNOLOGY, INC., a Texas corporation, as the
Grantor

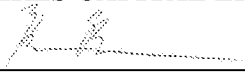
By: _____

Name: John Sickler, Jr.

Title: Chief Financial Officer and Treasurer

Accepted and Agreed:

ANTARES CAPITAL LP, as Collateral Agent

By: _____

Name: Kevin Mihelic

Its: Duly Authorized Signatory

SCHEDULE I

PATENTS

REGISTERED OWNER	SERIAL NUMBER	DESCRIPTION
W-Technology, Inc.	7052297	Rotary Connector Having Removable and Replaceable Contacts
W-Technology, Inc.	5820416	Multiple Contact Wet Connector
W-Technology, Inc.	5358418	Wireline Wet Connect

PATENT APPLICATIONS

None.