

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT5731111

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS (ABL)
CONVEYING PARTY DATA	
Name	Execution Date
MEMTRON TECHNOLOGIES CO.	09/20/2019
RECEIVING PARTY DATA	
Name:	BANK OF AMERICA, N.A., AS COLLATERAL AGENT
Street Address:	333 SOUTH HOPE STREET,
Internal Address:	19TH FLOOR
City:	LOS ANGELES, CA
State/Country:	CALIFORNIA
Postal Code:	90071
PROPERTY NUMBERS Total: 13	
Property Type	Number
Patent Number:	6556112
Patent Number:	6262646
Patent Number:	6369692
Patent Number:	6842098
Patent Number:	6542058
Patent Number:	6392515
Patent Number:	6137387
Patent Number:	6305071
Patent Number:	6466118
Patent Number:	6509818
Patent Number:	6130593
Patent Number:	6400246
Patent Number:	6744340
CORRESPONDENCE DATA	
Fax Number:	(212)294-4700
<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:	2122946635
Email:	dkumar@winston.com

Correspondent Name:	WINSTON & STRAWN LLP - LAURA FRANCO
Address Line 1:	101 CALIFORNIA STREET
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94111-5840

ATTORNEY DOCKET NUMBER:	1740.342-PSA -MEMTRON-BOA
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NAME OF SUBMITTER:	LAURA FRANCO
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SIGNATURE:	/Laura Franco/
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DATE SIGNED:	09/22/2019
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Total Attachments: 6

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**Notice of Grant of Security Interest in
Patents (ABL)**

THIS NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS (ABL), dated as of September 20, 2019 (this “Notice”), made by MEMTRON TECHNOLOGIES CO., a Delaware corporation (the “Pledgor”), in favor of BANK OF AMERICA, N.A., as Collateral Agent (as defined below).

Reference is made to the U.S. Collateral Agreement (ABL), dated as of September 20, 2019 (as amended, restated, supplemented, replaced or otherwise modified from time to time, the “Collateral Agreement”), among Mid Cap Trio, LP, a Delaware limited partnership (the “Holdings”), Trio US Holdco Inc., a Delaware corporation (the “U.S. Borrower”), each other Subsidiary of Holdings from time to time party thereto (each, a “Subsidiary Loan Party” and collectively, the “Subsidiary Loan Parties”), and Bank of America, N.A., as collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”), for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. ***Terms.*** Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Notice.

SECTION 2. ***Grant of Security Interest.*** As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “Patent Collateral”):

all Patents of the United States of America, including those listed on Schedule I;

SECTION 3. ***Collateral 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 Collateral Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Collateral 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 Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. **Counterparts.** This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.


SECTION 5. **Termination.** This Notice is made to secure the payment of the Secured Obligations. This Notice and the security interest granted hereby shall terminate with respect to all of the Pledgor's Secured Obligations and any Lien arising therefrom shall be automatically released upon termination of the Collateral Agreement or release of the Pledgor's Secured Obligations thereunder or as otherwise provided in the Collateral Agreement. The Collateral Agent shall, in connection with any termination or release herein or under the Collateral Agreement, execute and deliver to the Pledgor as the Pledgor may request, an instrument in writing releasing the security interest in the Patent Collateral acquired under this Notice. Additionally, upon such payment (and when otherwise contemplated by the Collateral Agreement), the Collateral Agent shall reasonably cooperate with any efforts made by the Pledgor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Notice and any security interest in, to or under the Patent Collateral.

SECTION 6. **Governing Law.** THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

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

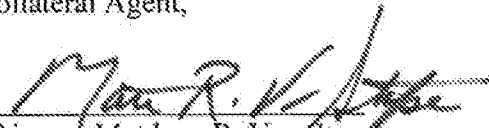
MEMTRON TECHNOLOGIES CO.


By: 
Name: Ryan Joel Baddeley
Title: President

[Signature Page to Notice of Grant of Security Interest in Patents (ABL)]

PATENT
REEL: 050457 FRAME: 0734

BANK OF AMERICA, N.A.,
as Collateral Agent,

By: 
Name: Matthew R. Van Steenhuyse
Title: Senior Vice President

By: 
Name: Sandy Wu
Title: Assistant Vice President

[Signature Page to Notice of Grant of Security Interest in Patents (ABL)]

Schedule I
to Notice of Grant of Security Interest in Patents (ABL)

U.S. Federally Issued or Applied for Patents Owned by Memtron Technologies Co.

U.S. Patent Registrations

Patent Name	Application No.	Filing Date	Patent No.	Issue Date
CONVERTING A MAGNETICALLY COUPLED PUSHBUTTON SWITCH FOR TACT SWITCH APPLICATIONS	10/163856	05-JUN-2002	6556112	29-APR-2003
ISLAND SWITCH	09/420230	18-OCT-1999	6262646	17-JUL-2001
Directionally sensitive switch	09569600	09-MAY-2000	6369692	09-APR-2002
Flex armature for a magnetically coupled switch	10/145668	14-MAY-2002	6842098	11-JAN-2005
Island switch	09/844946	27-APR-2001	6542058	01-APR-2003
Magnetic switch with multi-wide actuator	09/748457	27-DEC-2000	6392515	21-MAY-2002
Magnetically-retained armature retainer for electrical switches	09/480606	10-JAN-2000	6137387	24-OCT-2000
Method for converting a flat panel switch	09539110	30-MAR-2000	6305071	23-OCT-2001
Overlay electrical conductor for a magnetically coupled pushbutton switch	10/124253	17-APR-2002	6466118	15-OCT-2002
Smart overlay for electrical switching	09/827502	06-APR-2001	6509818	21-JAN-2003
Switch panel having a magnetically-retained overlay	09/396904	15-SEP-1999	6130593	10-OCT-2000
Switch with magnetically coupled dual armature	10/029480	20-DEC-2001	6400246	04-JUN-2002
Switch with magnetically coupled rocker armature	09/974359	10-OCT-2001	6744340	01-JUN-2004

Patent Name	Application No.	Filing Date	Patent No.	Issue Date

U.S. Patent Applications

None.