900241928 12/20/2012

TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Reno A&E, LLC		12/19/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Bank National Association
Street Address:	800 Nicollet Mall
Internal Address:	Mail Stop BC-MN-H03Q
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2165150	RENO A & E
Registration Number:	2163273	RENO A&E

CORRESPONDENCE DATA

Fax Number: 6508134848

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 6508134800

Email: patents@dechert.com

Correspondent Name: Dechert LLP

Address Line 1: 2440 W. El Camino Real

Address Line 2: Suite 700

Address Line 4: Mountain View, CALIFORNIA 94040

ATTORNEY DOCKET NUMBER:	384989-124731	
NAME OF SUBMITTER:	Tayo Giwa	TRADEMARK

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Signature:	/Tayo Giwa/	
Date:	12/20/2012	
Total Attachments: 4 source=Confirmatory Grant of Security Interest in Trademarks (executed)-v1 pdf#page1.tif source=Confirmatory Grant of Security Interest in Trademarks (executed)-v1 pdf#page2.tif source=Confirmatory Grant of Security Interest in Trademarks (executed)-v1 pdf#page3.tif source=Confirmatory Grant of Security Interest in Trademarks (executed)-v1 pdf#page4.tif		

CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Grant") is made effective as of December 19, 2012, by and from RENO A&E, LLC, a Delaware limited liability company formerly known as EBERLE ACQUISITION, LLC (the "Grantor"), to and in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association (the "Grantee") for itself and as administrative agent for the Lenders (as defined in the Credit Agreement referenced below).

WHEREAS, EDT Holdings, Inc., a Delaware corporation (the "<u>Parent</u>"), Eberle Design, Inc., an Arizona corporation ("<u>Eberle</u>"), Electronic Devices, Inc., an Arizona corporation, prior to its merger with and into Eberle ("<u>EDI</u>"; collectively with the Parent and Eberle, the "<u>Initial Borrowers</u>"), the Lenders, and the Grantee are parties to a Credit Agreement dated as of December 15, 2010 (the "<u>Existing Credit Agreement</u>"), pursuant to which the Lenders agreed, among other things, to extend to the Initial Borrowers certain credit accommodations;

WHEREAS, the Parent, Eberle and the Grantor (collectively with the Parent and Eberle, the "Borrowers") have requested that the Lenders amend and restate the Existing Credit Agreement by executing the Amended and Restated Credit Agreement dated as of December 19, 2012, by and among the Grantor, the Initial Borrowers, the Agent and each of the Lenders from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Borrowers' Obligations under the Credit Agreement are supported by an Amended and Restated Pledge and Security Agreement and Irrevocable Proxy dated as of December 19, 2012 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, the Grantor owns the trademarks (the "<u>Trademarks</u>") listed on <u>Exhibit A</u> attached hereto, which trademarks are registered or applied for with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of 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 (i) all the Obligations and (ii) all of the obligations and liabilities of the Subsidiary Guarantors under the Guaranty. Upon the payment in full of all Obligations (other than contingent indemnification obligations), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to

Grantor (at Grantor's expense) all reasonably requested instruments releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to Grantee a security interest in all of the Trademarks set forth in $\underline{\text{Exhibit A}}$ now owned or from time to time after the date hereof owned or acquired by the Grantor.

[The remainder of this page has been intentionally left blank.]

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

RENO A&E, LLC

Name: Andrew Snyder

Title: Vice President, Secretary and Treasurer

Signature Page for Grant of Security Interest in United States Trademarks (Reno A&E, LLC)

CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

Registrations:

RECORDED: 12/20/2012

Trademark	Reg. No.	Reg. Date	Country
RENO A&E & Design	2,165,150	June 16, 1998	United States
RENO A&E	2,163,273	June 9, 1998	United States

 $Exhibit\,A$