# 900371045 07/12/2016

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM391168

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900369166

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Interplex Industries, Inc.		06/21/2016	Corporation: DELAWARE

## **RECEIVING PARTY DATA**

Name:	Standard Chartered Bank	
Street Address:	1 Basinghall Avenue	
Internal Address:	5th Floor	
City:	London	
State/Country:	UNITED KINGDOM	
Postal Code:	EC2V 5DD	
Entity Type:	Bank: UNITED KINGDOM	

#### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Serial Number:	86664088	IP
Registration Number:	4767432	INTERPLEX
Registration Number:	2864899	INTERPLEX

## **CORRESPONDENCE DATA**

**Fax Number:** 3026365454

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.

**Phone:** 800-927-9801 x 62348

**Email:** jean.paterson@cscglobal.com **Correspondent Name:** Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

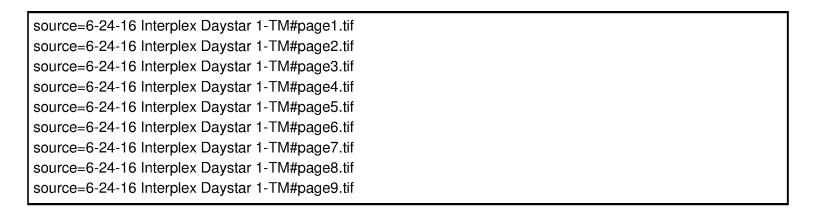
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	192687-015
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	07/12/2016

**Total Attachments: 9** 

TRADEMARK
REEL: 005823 FRAME: 0613

900371045



#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of June 21, 2016, among Interplex Industries, Inc. (as "**Grantor**") and Standard Chartered Bank, as security agent for the Secured Parties (in such capacity, the "**Security Agent**").

#### **RECITALS**

- (A) Slater Pte Limited ("Bidco"), DBS Bank Ltd., Standard Chartered Bank, United Overseas Bank Limited, Cathay United Bank, Singapore Branch, CTBC Bank Co., Ltd., Singapore Branch, as Arrangers, the financial institutions party thereto as lenders (each individually referred to as a "Lender" and collectively as "Lenders"), and Standard Chartered Bank as agent for the Secured Parties (in such capacity, the "Agent") and Security Agent are parties to a Facilities Agreement dated as of 16 March 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with its terms, the "Facilities Agreement").
- (B) Grantor is party to a Pledge and Security Agreement, dated as of June 21, 2016, by and among the Grantors party thereto and the Security Agent (as it may from time to time be amended, restated, supplemented or otherwise modified in accordance with its terms, the "Pledge and Security Agreement"), pursuant to which Grantor is required to execute and deliver this Agreement.
- (C) In consideration of the conditions and agreements set forth in the Facilities Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

#### Section 1 Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

#### Section 2 Grant of Security Interest in Intellectual Property Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration or otherwise) of all Secured Obligations, Grantor hereby pledges, assigns, transfers and grants to the Security Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral (as defined below), whether now owned or hereafter acquired or existing and wherever located.

"Intellectual Property Collateral" means Grantor's right, title and interest in, to and under all of the following property (other than any Excluded Collateral):

- (a) all Copyrights owned by or licensed to Grantor, including those referred to on Schedule I hereto;
- (b) all Patents owned by or licensed to Grantor, including those referred to on Schedule II hereto;

- (c) all Trademarks owned by or licensed to Grantor, including those referred to on Schedule III hereto, together with all goodwill of the business connected with the use of, and symbolized by, each such Trademark;
- (d) all Intellectual Property Licenses to which Grantor is a party;
- (e) all reissues, continuations or extensions of the foregoing; and
- (f) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or, if applicable, dilution of any owned or licensed Copyright, Trademark or Patent, or (ii) injury to the goodwill associated with any owned or licensed Trademark.

#### Section 3 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event will the Intellectual Property Collateral include and Grantor will not be deemed to have granted a Security Interest in any of its right, title or interest in any Excluded Collateral.

### Section 4 Pledge and Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Security Agent pursuant to the Pledge and Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest granted by them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement. To the extent applicable for purposes of this Agreement, the terms and provisions of the Pledge and Security Agreement are incorporated by reference herein. To the extent there is any conflict between the terms of this Agreement and the Pledge and Security Agreement, the Pledge and Security Agreement shall control.

## Section 5 Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

[Remainder of page intentionally left blank]

**IN WITNESS WHEREOF**, the Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the date first written above.

INTERPLEX INDUSTRIES, INC.

as Grantor

By:

Name: Ng Won Lein

Title: Treasurer

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

ACCEPTED AN	D AGREED:	
STANDARD CH	ARTERED BANK,	
Ву:		
Name:		
Title:		

[Signature Page\_Standard Chartered Bank\_IP Security Agreement]

# SCHEDULE I TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

# **COPYRIGHT REGISTRATIONS**

# Copyrights

Grantor	Title	Reg. No. or Appln. No.	Date
None.			

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# SCHEDULE II TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

## PATENT REGISTRATIONS

# **Patents**

Grantor	Title	Reg. No. or Appln. No.	Date
Interplex Industries, Inc.	Solder-Holding Clips for Applying Solder to Connectors of the Like	US 6402574	6/11/2002
Interplex Industries, Inc.	Solder-Holding Clips for Applying Solder to Connectors of the Like	US 6099365	8/08/2000
Interplex Industries, Inc.	Solder-Bearing Contacts and Method of Manufacture Thereof and Use in a Solder Ball Grid Array Connector	US 6543129	4/08/2003
Interplex Industries, Inc.	Solder-Holding Clips for Applying Solder to Connectors or the Like	US 6494754	12/17/2002
Interplex Industries, Inc.	Method of Forming Solder-Holding Clips for Applying Solder to Connectors	US 5875546	3/02/1999
Interplex Industries, Inc.	Circuit Connector with Multiple Contacts and Built In Strain Relief	US 5,967,833	10/19/1999
Interplex Industries, Inc.	Method and System for Manufacturing A Molded Body	US 6287164	9/11/2001
Interplex Industries, Inc.	Solder-Bearing Wafer for Use in Soldering Operations	US 7259335	8/21/2007
Interplex Industries, Inc.	Solder-Bearing Wafer for Use in Soldering Operations	US 7754979	7/13/2010
Interplex Industries, Inc.	Solder-Bearing Wafer for Use in Soldering	US 6900393	5/31/2005

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	Operations		
Interplex Industries, Inc.	Solder-Bearing Components and Method of Retaining A Solder Mass Therein	US 6834791	12/28/2004
Interplex Industries,	Solder-Bearing Electromagnetic Shield	US 6796485	9/28/2004
Interplex Industries, Inc.	Method of Retaining A Solder Mass on an Article	US 7189083	3/13/2007
Interplex Industries, Inc.	Solder-Bearing Contacts and Method of Manufacture Thereof and Use In Connectors	US 7537498	5/26/2009
Interplex Industries, Inc.	Solder-Bearing Contacts and Method of Manufacture Thereof and Use In Connectors	US 7347750	3/25/2008
Interplex Industries, Inc.	Method for Forming an Etched Soft Edge Metal Foil and the Product Thereof	US 7591955	9/22/2009
Interplex Industries, Inc.	Solder-Bearing Articles and Method of Retaining a Solder Mass Along a Side Edge Thereof	US 8096464	1/17/2012
Interplex Industries, Inc.	Electrical Connector With Solder Retention Means for Assembly	US 7758350	7/20/2010
Interplex Industries,	Solder Wire Construction	US 7829791	11/09/2010
Interplex Industries, Inc.	Solderless Electronic Component or Capacitor Mount Assembly	US 8305769	11/06/2012

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Interplex Industries,	Planar Contact With Solder	US 9155200	10/06/2015
Interplex Industries,	Planar Contact With Solder	US 8497429	7/30/2013
Interplex Industries,	Latch to the Core Fastener	US 9140280	9/22/2015
Interplex Industries,	Fastener	US 13/432,479	3/28/2012
Interplex Industries, Inc.	Inter-Board Connection System With Compliant Flexible PIN Deformation Prevention	US 8690586	4/08/2014
Interplex Industries,	Single Piece Biopsy Forceps	US 13/609,875	9/11/2012
Interplex Industries, Inc.	Large Deflection Constrained Insulation Displacement Terminal and Connector	US 8708733	4/29/2014

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# SCHEDULE III TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

# TRADEMARK REGISTRATIONS

## **Trademarks**

Grantor	Title	Reg. No. or Appln. No.	Date
Interplex Industries, Inc.	IP and Design	US 86/664088	6/16/2015
Interplex Industries, Inc.	INTERPLEX	US 4767432	7/07/2015
Interplex Industries, Inc.	INTERPLEX	US 2864899	7/20/2004

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RECORDED: 06/24/2016