

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM486370

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
W-Technology, Inc.		08/16/2018	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Collateral Agent		
Street Address:	500 W Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2512749		
Serial Number:	87849460	BLUE PYTHON	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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:	08/16/2018		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK 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 Trademarks, including the Trademark registrations and registration 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]

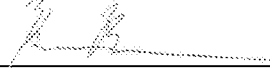
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

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

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK	JURISDICTION
W-Technology, Inc.	2512749	Design only	U.S.

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO.	TRADEMARK	JURISDICTION
W-Technology Inc.	87849460	BLUE PYTHON	U.S.