

07-17-2000

08-08-2000

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Docket No.:

6959/154

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Tab 5

U.S. Patent & TM Office/TM Mail Rcpt Dt. #34



101425697

To the honorable Commissioner of Patents and Trademarks, attached original documents or copy thereof.

1. Name of conveying party(ies):

Comtech Telecommunications Corporation, DE Corp.
Comtech Communications Corporation, DE Corp.
Comtech Antenna Systems, Inc., DE Corp.
Comtech EFData Corp., DE Corp.

- Individual(s)
General Partnership
Corporation-State Delaware
Other
Association
Limited Partnership

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):

Name: The Teachers' Retirement System of Alabama

Internal Address:

Street Address: 135 South Union Street, Suite 570

City: Montgomery State: AL ZIP: 36130

- Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
Other body corporate of the State of Alabama

If assignee is not domiciled in the United States, a domestic designation is Yes No
Additional name(s) & address(es) Yes No

3. Nature of conveyance:

- Assignment
Security Agreement
Other
Merger
Change of Name

Execution Date: July 7, 2000

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

75/899,212

B. Trademark Registration No.(s)

1372233 2290852 2290851

Additional numbers Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Hunter Harrell, Esq.

Internal Address: The Retirement System of Alabama

Street Address: 135 South Union Street, Suite 570

City: Montgomery State: AL ZIP: 36130

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41): \$160.00

- Enclosed
Authorized to be charged to deposit account

8. Deposit account number:

08/07/2000 NTHAI1 00000199 75899212

DO NOT USE THIS SPACE

01 FC:401
02 FC:402

40.00 OP
75.00 OP

0000096583

\$45.00

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Joel A. Price, Jr., Esq.

Name of Person Signing

Signature

July 13, 2000

Date

Total number of pages including cover sheet, attachments

CHECK Refund Total: 26

TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (this "Agreement") is made this 7th day of July 2000, among **COMTECH TELECOMMUNICATIONS CORP.**, a Delaware corporation, **COMTECH COMMUNICATIONS CORPORATION**, a Delaware corporation, **COMTECH ANTENNA SYSTEMS, INC.**, a Delaware corporation, **COMTECH EFDATA CORP.**, a Delaware corporation, **COMTECH SYSTEMS, INC.**, a Delaware corporation, **COMTECH PST CORP.**, a New York corporation, **COMTECH MOBILE DATACOM CORP.**, a Delaware corporation, **COMTECH WIRELESS, INC.**, a New York corporation, and **COMTECH SYSTEMS INTERNATIONAL, INC.**, a Delaware corporation (collectively, the "Assignor") each with an address of 105 Baylis Road, Melville, New York 11747 and **THE TEACHERS' RETIREMENT SYSTEM OF ALABAMA**, created under Ala. Code 16-25-1 et seq., **THE EMPLOYEES' RETIREMENT SYSTEM OF ALABAMA**, created under Ala. Code 36-27-1, **THE ALABAMA HERITAGE TRUST FUND**, created under Ala. Const. Amend. No. 394, **PEIRAF - DEFERRED COMPENSATION PLAN**, created under Ala. Code 36-26-14, and **STATE EMPLOYEES' HEALTH INSURANCE FUND**, created under Ala. Code 36-29-1 et seq. (each individually a "Lender" and collectively, the "Lenders") each with an address of 135 South Union Street, Suite 570, Montgomery, Alabama 36104.

W I T N E S S E T H:

WHEREAS, Assignor has requested that Lenders make available loans to it pursuant to a Loan and Security Agreement between Lenders and Comtech Telecommunications Corp. bearing even date herewith (hereinafter referred to, together with all amendments thereto, as the "Loan Agreement"); and

WHEREAS, Lenders are willing to make said loans available to Assignor, provided the Assignor executes and delivers to Lenders this Trademark and Patent Security Agreement as additional collateral for the Obligations (as defined in the Loan Agreement); and

WHEREAS, the Assignor desires to execute and deliver in favor of Lenders this Trademark and Patent Security Agreement for the purposes and on the terms hereinafter stated;

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in consideration of the premises, Assignor hereby agrees with Lenders as follows:

1. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to them in the Loan Agreement.

2. To secure the payment and performance of the Obligations and the Guaranty Agreements, the Assignor hereby pledges, assigns and grants to Lenders a continuing security interest in and lien upon all of the following property of the Assignor, whether now owned or existing or hereafter acquired (the "Collateral"):

(a) all trademarks, trademark registrations, tradenames and trademark applications of Assignor, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, tradenames and applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Trademarks");

(b) all patents, patent registrations, and patent applications of Assignor, including, without limitation, the patents and applications listed on Schedule A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents, patent registrations, and applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Patents");

(c) the goodwill of Assignor's business connected with and symbolized by the Trademarks and Patents; and

(d) all proceeds of the foregoing.

3. The Assignor represents and warrants that:

(a) Each of the Trademarks and Patents is subsisting and has not been adjudged invalid or unenforceable;

(b) Upon filing of this Agreement in the United States Patent and Trademark Office, this Agreement will create a legal and valid perfected lien upon and security interest in the Collateral (other than foreign trademarks), enforceable against Assignor and all third Persons in accordance with its terms;

(c) No claim has been made that the use of any of the Trademarks and Patents does or may violate the rights of any third person; and

(d) The Assignor has the unqualified right to enter into this Agreement and perform its terms.

4. The Assignor covenants and agrees that:

(a) Each of the Trademarks and Patents is valid and enforceable;

(b) The Assignor is the sole and exclusive owners of the entire right, title and interest in and to each of the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by the Assignor not to sue third persons;

(c) The Assignor will maintain the quality of the products associated with the Trademarks, at a level consistent with the quality at the time of this Agreement;

(d) The Assignor will not change the quality of the products associated with the Trademarks without Lenders' prior written consent; and

(e) The Assignor has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks and Patents, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office during the sixth (6th) year of registration for each Trademark as required by law.

5. The Assignor agrees that, until all of the Obligations have been satisfied in full, it will not enter into any agreement (including, without limitation, any license agreement) which is inconsistent with the Assignor's duties under this Agreement.

6. If, before the Obligations have been satisfied in full, the Assignor shall obtain rights to any new trademarks and patents, or become entitled to the benefit of any trademark application, trademark, renewal of any trademark, patent application, patent or renewal of any patent, the provisions of paragraph 2 hereof shall automatically apply thereto, and the Assignor shall give to Lenders prompt notice thereof in writing.

7. The Assignor authorizes Lenders to modify this Agreement by amending Schedule A to include any future trademarks and trademark applications within the definition of Trademarks and future patents and patent applications within the definition of Patents under paragraph 2 or paragraph 6 hereof.

8. Upon and at any time after the occurrence of an Event of Default (as defined in the Loan Agreement), Lenders shall have, in addition to all other rights and remedies given to Lenders by this Agreement, all rights and remedies under Applicable Law and all rights and remedies of a secured party under the Uniform Commercial Code as adopted and then in force in the State of Alabama. Without limiting the generality of the foregoing, Lenders may immediately, without notice

or demand, each of which Assignor hereby waives, collect directly any payments due the Assignor or Assignor in respect of the Collateral, or sell at public or private sale or otherwise realize upon all or from time to time, any of the Collateral. The Assignor hereby agrees that ten (10) days written notice to the Assignor of any public or private sale or other disposition of any of the Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by Applicable Law. At any such sale or disposition, Lenders may, to the extent permitted by law, purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of the Assignor, which right the Assignor hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Collateral all costs and expenses incurred by Lenders in enforcing their rights hereunder (including, without limitation, all attorneys' fees), Lenders shall apply the remainder of such proceeds to the payment of the Obligations in such order and manner as Lenders in their sole discretion may determine. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Assignor. If any deficiency shall arise, the Assignor and each guarantor of the Obligations shall remain jointly and severally liable to Lenders therefor.

9. The Assignor hereby makes, constitutes and appoints Lenders and any officer or agent of Lenders as Lenders may select as the Assignor's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall occur and be continuing: to endorse the Assignor's name on all applications documents, papers and instruments necessary for Lenders to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to anyone else. The Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all of the Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated.

10. At such time as all of the Obligations shall have been satisfied finally and in full and the Loan Agreement shall have been terminated, Lenders shall execute and deliver to Assignor all releases and other instruments to terminate Lenders' security interest in the Collateral.

11. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys fees and legal expenses, incurred by Lenders in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining, or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by the Assignor ON DEMAND by Lenders and shall bear interest at the Default Rate prescribed in the Loan Agreement.

12. The Assignor shall use its best efforts to detect any infringers of the Trademarks and shall notify Lenders in writing of infringements detected. The Assignor shall have the duty, through counsel acceptable to Lenders, to prosecute diligently any trademark application of the Trademarks or patent application of the Patents pending as of the date of this Agreement or thereafter until the

Obligations shall have been paid in full, to make federal application on registrable but unregistered Trademarks, to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to enforce the Trademarks and Patents and to do any and all acts which are deemed necessary or desirable by Lenders to preserve and maintain all rights in the Trademarks and Patents. Any expenses incurred in connection with such applications or proceedings shall be borne by the Assignor. The Assignor shall not abandon any right to file a trademark application, pending trademark application, trademark, patent application, pending patent application, or patent without the consent of Lenders.

13. Notwithstanding anything to the contrary contained in paragraph 12 hereof, Lenders shall have the right, but shall in no way be obligated, to bring suit instead in their own name to enforce the Trademarks and Patents and any license thereunder, in which event the Assignor shall at the request of Lenders do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Lenders to aid such enforcement, and the Assignor shall promptly, upon demand, reimburse and indemnify Lenders for all costs and expenses incurred in the exercise of Lenders' rights under this paragraph 13. Nothing herein shall be deemed to prohibit the Assignor from bringing any such suit in its own name at any time that an Event of Default does not exist, if Lenders decline to institute such suit.

14. If the Assignor fails to comply with any of its obligations hereunder, to the extent permitted by applicable law, Lenders may do so in the Assignor's name or in Lenders' name, but at the Lenders' expense, and the Assignor agrees to reimburse Lenders in full for all expenses, including attorneys' fees, incurred by Lenders in prosecuting, defending or maintaining the Trademarks and Patents or Lenders' interest therein pursuant to this Agreement.

15. No course of dealing between the Assignor and Lenders, nor any failure to exercise, nor any delay in exercising, on the part of Lenders, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. All of Lenders' rights and remedies with respect to the Trademarks and Patents, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

18. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 7 hereof.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

20. Notice of acceptance hereof is hereby waived by the Assignor.

21. THIS AGREEMENT HAS BEEN NEGOTIATED, EXECUTED AND DELIVERED AT AND SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF ALABAMA. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ALABAMA.

22. THE ASSIGNOR AND LENDERS EACH WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRADEMARKS OR THE PATENTS.

[Remainder of Page Intentionally Left Blank]

COMTECH MOBILE DATACOM CORP.,
a Delaware corporation

By: J.P. Windus Jr
Print Name: J.P. Windus Jr
Its: V.P.

ATTEST:

Gary Segui
Its: Asst Sec

STATE OF Alabama)
COUNTY OF Jefferson)

BEFORE ME, the undersigned authority, on this day personally appeared J. Preston Windus, Vice President of Comtech Mobile DataCom Corp., a Delaware corporation, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed. in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 7th day of July, 2000.

Farrela A. West
Notary Public
My Commission Expires: 8-8-2003
[NOTARIAL SEAL]

COMTECH WIRELESS INC.,
a New York corporation

By: JPA Lewis
Print Name: J Preston Lewis Jr
Its: President

ATTEST:

Maï Segui
Its: Treas

STATE OF Alabama)
COUNTY OF Jefferson)


BEFORE ME, the undersigned authority, on this day personally appeared J. Preston Windus, President of Comtech Wireless Inc., a New York corporation, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed. in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 7th day of July, 2000.


Pamela A. West
Notary Public
My Commission Expires: 8-8-2003
[NOTARIAL SEAL]

LENDERS:


THE TEACHERS' RETIREMENT SYSTEM OF ALABAMA

By: 
Its: _____

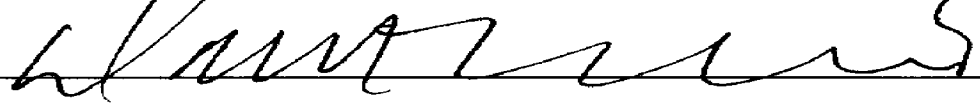
THE EMPLOYEES' RETIREMENT SYSTEM OF ALABAMA

By: 
Its: _____

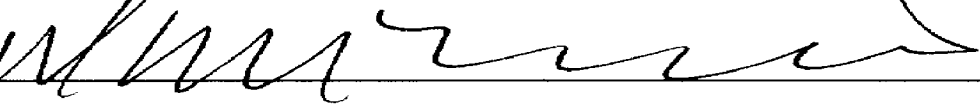
THE ALABAMA HERITAGE TRUST FUND TEACHERS

By: 
Its: _____

PEIRAF - DEFERRED COMPENSATION PLAN

By: 
Its: _____

STATE EMPLOYEES' HEALTH INSURANCE FUND

By: 
Its: _____

STATE OF AL)
COUNTY OF Mont.)

BEFORE ME, the undersigned authority, on this day personally appeared David G. Bronner, CEO of The Teachers' Retirement System of Alabama, to me known to be the person whose name is subscribed to the foregoing instrument in said capacity and on behalf of said entity, and acknowledged to me that he executed the same for the purposes and consideration therein expressed. in the capacity therein stated, and as the act and deed of said entity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 6 day of July, 2000.

Allison M. McBoard
Notary Public
My Commission Expires: 2/22/03
[NOTARIAL SEAL]

STATE OF AL)
COUNTY OF Mont.)

BEFORE ME, the undersigned authority, on this day personally appeared David G. Bronner, CEO of The Employees' Retirement System of Alabama, to me known to be the person whose name is subscribed to the foregoing instrument in said capacity and on behalf of said entity, and acknowledged to me that he executed the same for the purposes and consideration therein expressed. in the capacity therein stated, and as the act and deed of said entity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 6 day of July, 2000.

Allison M. McBoard
Notary Public
My Commission Expires: 2/22/02

STATE OF AL
COUNTY OF Mont.

[NOTARIAL SEAL]

)
)
)

BEFORE ME, the undersigned authority, on this day personally appeared David F. Bronner, CEO of The Alabama Heritage Trust Fund, to me known to be the person whose name is subscribed to the foregoing instrument in said capacity and on behalf of said entity, and acknowledged to me that he executed the same for the purposes and consideration therein expressed. in the capacity therein stated, and as the act and deed of said entity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 6 day of July, 2000.

Allison M. Reboard
Notary Public
My Commission Expires: 2/22/03
[NOTARIAL SEAL]

STATE OF AL
COUNTY OF Mont.

)
)
)

BEFORE ME, the undersigned authority, on this day personally appeared David F. Bronner, CEO of PEIRAF - Deferred Compensation Plan, to me known to be the person whose name is subscribed to the foregoing instrument in said capacity and on behalf of said entity, and acknowledged to me that he executed the same for the purposes and consideration therein expressed. in the capacity therein stated, and as the act and deed of said entity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 6 day of July, 2000.

Allison M. Reboard
Notary Public
My Commission Expires: 2/22/03

[NOTARIAL SEAL]

STATE OF AL)
COUNTY OF Mont.)

BEFORE ME, the undersigned authority, on this day personally appeared David G. Bronner, CEO of State Employees' Health Insurance Fund, to me known to be the person whose name is subscribed to the foregoing instrument in said capacity and on behalf of said entity, and acknowledged to me that he executed the same for the purposes and consideration therein expressed. in the capacity therein stated, and as the act and deed of said entity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 6 day of July, 2000.

William M. McBoaed
Notary Public
My Commission Expires: 2/22/03
[NOTARIAL SEAL]

SCHEDULE A

PATENTS

Comtech Communications Corp.

Patent No. 5,666,646 - Radio Frequency (RF) Converter System with Distributed Protection Switching and Method Therefor

Patent No. 6,028,460 - Hybrid Analog - Digital Phase Lock Loop Multi-Frequency Synthesizer

TRADEMARKS

Registered:

1. (Comtech Antenna Systems, Inc.) "OFFSAT & Design"
U.S. Trademark Reg. No. 1,372,233
Registered until 11/26/05
2. "COMTECH TELECOMMUNICATIONS CORP and Design"
U.S. Trademark Reg. No. 2,290,851
Registered until 11/9/09
3. "C and Design"
U.S. Trademark Reg. No. 2,290,852
Registered until 11/9/09

In process:

1. "COMTECH PST and Design"
Pending application filed on January 19, 2000
Application No. 75-899212