

GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of October 7, 2002, is executed by Vari-L Company, Inc., a Colorado corporation ("Debtor"), in favor of Sirenza Microdevices, Inc. ("Secured Party").

- A. Pursuant to a Loan Agreement, dated as of October 7, 2002 (the "Loan Agreement"), Secured Party has agreed to extend certain credit facilities to Debtor upon the terms and subject to the conditions set forth therein.
- B. In order to secure its obligations under the Loan Agreement, Debtor has executed a Security Agreement, dated as of October 7, 2002 (the "Security Agreement"), in favor of Secured Party.
- C. Debtor has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks").
- D. Schedules 1-A and 1-B hereof constitute a complete list, as of the date hereof, of registrations or applications for registrations of Trademarks in or to which Debtor has any right, title, interest, claim or demand. After the date of the Security Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, Debtor shall provide written notice to Secured Party in accordance with the provisions of Section 5(c) of the Security Agreement, of any addition or change which is necessary to be made to Schedules 1-A and 1-B in order to maintain such schedules' completeness or accuracy, and, further, Debtor shall provide such notice to Secured Party within a reasonable period of time following the date of the event that is the basis for such addition or change, but in no case later than five (5) business days following the date of such event.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor hereby grants to Secured Party a security interest in all right, title and interest of Debtor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Security Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement.

Secured Party's address is: Sirenza Microdevices, Inc.
522 Almanor Ave.
Sunnyvale, CA 94085

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IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day
first above written.

VARI-L COMPANY, INC.

By: Charles R. Bland

Name: CHARLES R. BLAND

Title: CEO

(Signature Page to Grant of Security Interest in Trademarks)

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST**TRADEMARKS**

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
VARI-L	March 10, 1998	2142727
VARIL	March 17, 1998	2144712

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST**TRADEMARK APPLICATIONS**

<u>Mark</u>	<u>Application Date</u>	<u>Application No.</u>
PLAMAG	January 30, 2001	78045586