

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Aeroflex Powell, Inc.		08/29/2008	CORPORATION: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Aeroflex High Speed Test Solutions, Inc.		
<b>Street Address:</b>	383 Liberty Road		
<b>City:</b>	Powell		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	43065		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77280728	SMART^E	
<b>Serial Number:</b>	77280725	SMART E	
<b>Serial Number:</b>	77280195	5000 SMART E SMART ENVIRONMENT 5000 SERIES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(866)347-9614		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(316) 267-6371		
<b>Email:</b>	abodecker@foulston.com		
<b>Correspondent Name:</b>	William P. Matthews		
<b>Address Line 1:</b>	1551 N. Waterfront Parkway		
<b>Address Line 2:</b>	Suite 100		
<b>Address Line 4:</b>	Wichita, KANSAS 67206		
<b>ATTORNEY DOCKET NUMBER:</b>	36066-55		
<b>NAME OF SUBMITTER:</b>	Alicia Bodecker		

OP \$90.00 77280728

Signature:	/Alicia E. Bodecker/
Date:	09/04/2008
<b>Total Attachments: 3</b> source=SMART^E Trademark Assignment - Completed#page1.tif source=SMART^E Trademark Assignment - Completed#page2.tif source=SMART^E Trademark Assignment - Completed#page3.tif	

TRADEMARK ASSIGNMENT

WHEREAS, AEROFLEX POWELL, INC., an Ohio corporation ("Assignor"), whose principal place of business is 383 North Liberty Road, Powell, Ohio, has intended to use the marks set forth in Exhibit A (the "Marks") and has filed applications for registration on the Principal Register of the United States Patent and Trademark Office, based on its bona fide intent to use such Marks in commerce, but has not yet filed an allegation of use or a statement of use of the Marks under Section 1(c) or (d) of the Trademark Act of 1946 as amended; and

WHEREAS, AEROFLEX HIGH SPEED TEST SOLUTIONS, INC., a Delaware corporation ("Assignee"), whose principal place of business at 383 Liberty Road, Powell, Ohio, has acquired from Assignor and/or Assignor's related companies the entire business or a portion thereof to which the Marks pertain as required by 15 U.S.C. § 1060.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign unto Assignee all of its right, title and interest in and to the said Marks, together with the goodwill of the business symbolized by the Marks, and the Applications thereof, together with any divisions, registrations, registrations in part, continuations, and renewals thereto, as part of the entire business or portion thereof to which the Marks pertain as required by 15 U.S.C. § 1060.

There are no representations, warranties, or covenants hereunder except those representations, warranties, and covenants contained in the Stock Purchase Agreement and General Bill of Sale, Assignment and Assumption of Liabilities entered into by Assignor and/or Assignor's related company concerning the Marks. Assignor shall do all other further things necessary to effectuate the assignment, warranties, and covenants contained herein, and without additional compensation (other than reimbursement of actual out-of-pocket expenses necessarily incurred) will fully cooperate with Assignee in applying for and securing Assignee's rights in the Mark and Registration thereto in all legal jurisdictions in which Assignee seeks to protect such rights and secure such registration. Without limiting the generality of the foregoing: (a) Assignor shall promptly execute and deliver all proper documents presented to Assignor for signature by Assignor to enable Assignee to secure such registration protection and to transfer legal title or other rights therein or thereunder, together with any registration that may be issued or granted thereon, to Assignee, including the certificate of registration issued for the Mark; and (b) Assignor will give such true information and testimony, under oath if requested, as may be requested of it by Assignee with respect to the same.

AEROFLEX POWELL, INC., an Ohio corporation

Date: 8/29/08

By: [Signature]  
Name: R. JERRY JOSE  
Title: PRESIDENT & CEO

[acknowledgement begins on next page]

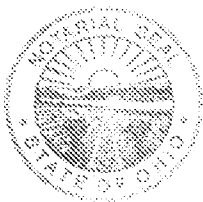
ACKNOWLEDGEMENT

STATE OF OHIO            )  
                                  ) ss:  
COUNTY OF Delaware    )

On this 29<sup>th</sup> day of August, 2008, before me appeared R. Jerrey Jost,  
the President/CEO of Aeroflex Powell, Inc., the person who signed this Trademark Assignment, who  
acknowledged that he/she signed it as his/her free act on behalf the aforementioned corporation.

My Commission Expires:  
April 18, 2009

Victoria C. Haley  
Notary Public



VICTORIA C HALEY  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES  
APRIL 18, 2009

TRADEMARK ASSIGNMENT  
EXHIBIT "A"

<u>Marks</u>	<u>PTO Serial No.</u>
SMART E (standard character)	77/280728
SMART E (stylized + design)	77/280725
5000 SMART E SMART ENVIRONMENT 5000 SERIES	77/280195