Form PTO-1594 (Rev. 08/08)
OMB Collection 0651-0027 (exp. 9/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

MERRIMAC INDUSTRIES, INC.

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: DELAWARE
☐ Other

Citizenship (see guidelines)

Additional names of conveying parties attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: WELLS FARGO BANK, NATIONAL ASSOCIATION
Internal Address:
Street Address: 119 WEST 40TH STREET, 16TH Floor
City: NEW YORK
State: NEW YORK
Country: USA Zip: 10018

☐ Association Citizenship
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship
☐ Corporation Citizenship
☐ Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) September 29, 2008

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
SEE ATTACHED

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
SEE ATTACHED

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

Name: PAUL H. SHUR, ESQ.
Internal Address: SILLS CUMMIS & GROSS P.C.
Street Address: ONE ROCKEFELLER PLAZA
City: NEW YORK
State: NEW YORK Zip: 10020
Phone Number: 212-500-1565
Fax Number: 212-643-6500
Email Address: pshur@sillscummis.com

6. Total number of applications and registrations involved: 18

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $ 465.00

☒ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number 03-1250
Authorized User Name Paul H. Shur

9. Signature:

Signature

9-29-08
Date

PAUL H. SHUR
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 15

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH $465.00 031250 1000698

..Continuation of items 4(B) and 4(C)

TRADEMARKS

Mark	Registration No.	Effective Date	Expiration Date
M (Stylized) Assigned to Merrimac - New Jersey, Inc. 9/26/95	1,000,698	12/31/74 Renewed 12/31/94	12/31/14
MERRIMAC	718,174	7/11/61 Renewed 7/11/01	7/11/21
MINI-MIX	2,458,276	6/5/01	6/5/21
MMFM	2,419,453	1/9/01	1/9/21
MMFM ZAPPER	2,753,875	8/19/03	8/19/23
MULTIMIX	2,453,433 (Supplemental)	5/22/01	5/22/21
MULTI-MIX	2,419,545	1/9/01	1/9/21
MULTI-MIX MICROTECHNOLOGY	2,419,544	1/9/01	1/9/21
ON-LINE CO-DESIGN	2,388,874 (Supplemental)	9/19/00	9/19/20
SIP	2,759,464	9/2/03	9/2/23
SYSTEM IN A PACKAGE	2,701,530 (Supplemental)	3/25/03	3/25/23
TOTAL INTEGRATED PACKAGING SOLUTIONS	2,637,634 (Supplemental)	10/15/02	10/15/22
ZAPPER	2,767,525	9/23/03	9/2/23
INNOVATION THROUGH INTEGRATION	3,038,292	1/03/06	1/03/26
MULTI-MIX ZAPPER	2,776,327	10/21/03	10/21/23
MULTI-MIX PICO ZAPPER	2,792,106	12/09/03	12/09/23
MICRO-MIX	2,458,275	6/5/01	6/5/21
PICO ZAPPER	2,792,107	12/09/03	12/09/23

PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (the "Agreement"), dated as of September 29, 2008 is made by and between **MERRIMAC INDUSTRIES, INC.**, a Delaware corporation having a business location at the address set forth below next to its signature (the "Debtor"), and Wells Fargo Bank, National Association ("Wells Fargo"), and having a business location at the address set forth below next to its signature.

Recitals

A. Company and Wells Fargo are parties to a Credit and Security Agreement (as amended, supplemented or restated from time to time, the "Credit Agreement") dated the same date as this Agreement, setting forth the terms on which Wells Fargo may now or hereafter extend credit to or for the account of Company.

B. As a condition to extending credit to or for the account of Company, Wells Fargo has required the execution and delivery of this Agreement by Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Patents" means all of Company's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Company's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. Company hereby pledges and assigns to, and grants Wells Fargo a security interest (the "Security Interest") in the Patents and in the Trademarks to secure payment of the Indebtedness. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Company. This Agreement grants only the Security Interest herein described, is not intended to and does not

affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Company represents, warrants and agrees as follows:

(a) **Existence; Authority.** Company is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of Company.

(b) **Patents.** Exhibit A accurately lists all Patents owned by Company as of the date hereof, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Company owns any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then Company shall within 60 days provide written notice to Wells Fargo with a replacement Exhibit A, which upon acceptance by Wells Fargo shall become part of this Agreement.

(c) **Trademarks.** Exhibit B accurately lists all Trademarks owned by Company as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to Company's or any Affiliate's business(es). If after the date hereof, Company owns any Trademarks not listed on Exhibit B (other than common law marks which are not material to Company's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Company shall within 60 days provide written notice to Wells Fargo with a replacement Exhibit B, which upon acceptance by Wells Fargo shall become part of this Agreement.

(d) **Affiliates.** As of the date hereof, no Affiliate owns any items that would, if such item were owned by Company, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then Company shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to Company; or (ii) notify Wells Fargo of such item(s) and cause such Affiliate to execute and deliver to Wells Fargo a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** Company has title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. Company (i) will have, at the time Company acquires any rights in Patents or Trademarks hereafter arising, title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

TRADEMARK
REEL: 003864 FRAME: 0381

(f) **No Sale.** Except as permitted in the Credit Agreement, Company will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Wells Fargo's prior written consent.

(g) **Defense.** Company will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** Company will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Company covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark to the extent reasonably advisable in its business, nor fail to file any required affidavit or renewal in support thereof, without first providing Wells Fargo: (i) sufficient written notice, of at least 30 days, to allow Wells Fargo to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) **Wells Fargo's Right to Take Action.** If Company fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Wells Fargo gives Company written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if Company notifies Wells Fargo that it intends to abandon a Patent or Trademark, Wells Fargo may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Company (or, at Wells Fargo's option, in Wells Fargo's own name) and may (but need not) take any and all other actions which Wells Fargo may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Company shall pay Wells Fargo on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Wells Fargo in connection with or as a result of Wells Fargo's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Wells Fargo at the Default Rate.

(k) **Power of Attorney.** To facilitate Wells Fargo's taking action under subsection (i) and exercising its rights under Section 6, Company hereby irrevocably appoints (which appointment is coupled with an interest) Wells Fargo, or its delegate, as the attorney-in-fact of Company with the right (but not the duty) from time to time to

TRADEMARK
REEL: 003864 FRAME: 0382

create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Company, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Company under this Section 3, or, necessary for Wells Fargo, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Indebtedness.

4. Debtor's Use of the Patents and Trademarks. Company shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) Company shall fail to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. During a Default Period, Wells Fargo may, at its option, take any or all of the following actions:

(a) Wells Fargo may exercise any or all remedies available under the Credit Agreement.

(b) Wells Fargo may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) Wells Fargo may enforce the Patents and Trademarks and any licenses thereunder, and if Wells Fargo shall commence any suit for such enforcement, Company shall, at the request of Wells Fargo, do any and all lawful acts and execute any and all proper documents required by Wells Fargo in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Wells Fargo. A waiver signed by Wells Fargo shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Wells Fargo's rights or remedies. All rights and remedies of Wells Fargo shall be cumulative and may be exercised singularly or concurrently, at Wells Fargo's option, and the exercise or enforcement of any one such right or remedy shall neither be

TRADEMARK
REEL: 003864 FRAME: 0383

a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Wells Fargo shall not be obligated to preserve any rights Company may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Company and Wells Fargo and their respective participants, successors and assigns and shall take effect when signed by Company and delivered to Wells Fargo, and Company waives notice of Wells Fargo's acceptance hereof. Wells Fargo may execute this Agreement if appropriate for the purpose of filing, but the failure of Wells Fargo to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Company shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of New York without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Indebtedness.

8. Release of Agreement. Upon satisfaction in full of the Indebtedness, Wells Fargo, without warranty, shall deliver for recording in the appropriate records, its discharge of this Agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

TRADEMARK
REEL: 003864 FRAME: 0384

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Address:
Merrimac Industries, Inc.
41 Fairfield Place
West Caldwell NJ 07006

MERRIMAC INDUSTRIES, INC.

By _____
Robert V. Condon
Its Chief Financial Officer

Address:
Wells Fargo Bank,
National Association
119 West 40th Street
New York NY 10018

WELLS FARGO BANK, NATIONAL ASSOCIATION

By _____
Sabato Mutone
Its Vice President

EXHIBIT A

to

PATENT AND TRADEMARK SECURITY AGREEMENT

PATENTS

U.S. Patents Issued

Title/Inventor	Date Issued	Patent No.
Method of making microwave, multifunction modules using fluoropolymer composite substrates	5/28/2002	6,395,374
Multilayer microwave couplers using vertically-connected transmission line structures	3/27/2001	6,208,220
Multilayer microwave couplers using vertically-connected transmission line structures (Divisional-method of making)	11/8/2005	6,961,990
Microwave mixer with baluns having rectangular coaxial transmission lines	3/2/2001	6,204,736
Multilayer dielectric evanescent mode waveguide filter	11/28/2000	6,154,106
Multilayer dielectric evanescent mode waveguide filter utilizing via holes	10/24/2000	6,137,383
Method of making microwave, multifunction modules using fluoropolymer composite substrates	8/8/2000	6,099,677
Method of making microwave, multifunction modules using fluoropolymer composite substrates (Continuation-adding a metalized cavity)	5/28/2002	6,395,374
Biphase modulator with balun design	2/2/1999	5,867,072
Microwave stripline circuitry	11/5/1991	5,063,365
Ridge waveguide mode suppressor	12/2/1980	4,237,434
Spiral Couplers (Micro/Pico) Apparatus	7/20/2004	6,765,455
Spiral Couplers (Micro/Pico) Methods	8/10/2004	6,774,743

Couplers vertically connected stripline	1/23/2001	6,961,990
Coupler Resource Module	5/9/2006	7,042,307
Coupler Resource Module (CIP of Parent case- Circuitry Module)	7/31/2007	7,250,827
Fusion Bonded Assembly w/attached leads	10/19/2007	7,297,875
Surgical suturing device	5/3/1994	5,308,353
Suturing cassette device	4/26/1994	5,306,281

U.S. Patent Pending Applications		
Title/Inventor	**Filing Date**	**Serial No.**
Fusion Bonded Assembly w/attached leads (Divisional-Method of Making)	9/19/2007	n/a
Coupler Resource Module (Divisional)	3/6/2006	11/369300

Foreign Patents			
Country	**Title/Inventor**	**Date Issued**	**Patent No.**
Canada	Method of Making Multifunction Microwave Modules using fluoropolymer	2/8/2005	2,320,064

China	Method of Making Multifunction Microwave Modules using fluoropolymer	1/18/2006	ZL 998052828.9
Japan	Method of Making Multifunction Microwave Modules using fluoropolymer	5/21/2004	3,556,904
European Convention, verified in Finland,France, UK, Sweden	Method of Making Multifunction Microwave Modules using fluoropolymer	1/3/2007	1,060,647
Taiwan	Waveguide Filter	8/18/2001	131,094
European Convention, verified in Germany, Finland, France,UK, Italy	Waveguide Filter	9/21/2006	1,110,267
Japan	Waveguide Filter	11/17/2006	3,880,796
Korea	Waveguide Filter	10/29/2003	404,971
Canada	Waveguide Filter	4/6/2004	2,341,758
China	Couplers vertically connected stripline	2/2/2005	ZL 00808695.8
Taiwan	Couplers vertically connected stripline	6/9/2000	8911323

Foreign Patent Applications				
Country	**Title/Inventor**	**Date Filed**	**Serial No.**	
Japan	Biphase modulator with balun design	Not provided	PA 2000-505722	*
China	Circuitry Module	5/18/2005	20068000137	*
Israel	Circuitry Module	3/13/2006	PA 168667	*

Hong Kong	Circuitry Module	6/8/2007	7106151.5	*
Israel	Coupler Resource Module	Not provided	PA 168668	*
China	Coupler Resource Module	Not provided	PA 2000480025922.2	*
Canada	Coupler Resource Module	Not provided	PCT /US2004/028741	*
European Convention	Coupler Resource Module	9/10/2003 (PACE Request filed in 7/08)	04789100.3-2203	
European Convention	Coupler Resource Module-Divisional	10/11/2007	6738214.3	
Canada	Coupler Resource Module-Divisional	10/11/2007	N/A	*
Korea	Coupler Resource Module-Divisional	10/11/2007	2007-7023303	*
Canada	Fusion Bonded Assembly w/attached leads	2/17/2005	2564714	*
China	Fusion Bonded Assembly w/attached leads	2/17/2005	2.0058E+11	*
European Convention	Fusion Bonded Assembly w/attached leads	2/17/2005	5713705.1	*
Hong Kong	Fusion Bonded Assembly w/attached leads	2/17/2005	7103382.3	*
Israel	Fusion Bonded Assembly w/attached leads	2/17/2005	168669	*
Japan	Fusion Bonded Assembly w/attached leads	2/17/2005	2007-510717	*
Korea	Fusion Bonded Assembly w/attached leads	2/17/2005	10-2006-7022177	*
Germany	Method of Making Multifunction Microwave Modules using fluoropolymer	1/3/2007	69934674.6	

TRADEMARK
REEL: 003864 FRAME: 0389

Canada	Couplers vertically connected stripline	Not provided	PA 2,375,687	*
Hong Kong	Couplers vertically connected stripline	Not provided	PA 00939819.9	*
Japan	Couplers vertically connected stripline	Not provided	PA 2001-504034	*
Korea	Couplers vertically connected stripline	Not provided	PA 7,015,870/2001	*
Europe	Couplers vertically connected stripline	Not provided	PA 00939819.9	*
China	Mixer with Baluns-Coaxial lines	Not provided	PA 9981366	*
European Convention	Spiral Couplers (Micro/Pico)	R 11/9/01	PCT/USO150033	*
Canada	Spiral Couplers (Micro/Pico)	R 11/9/01	PCT US03/05648	*
European Convention	Spiral Couplers (Micro/Pico) Divisional	2/26/2003	3719325.7	*
Canada	Spiral Couplers (Micro/Pico) Divisional	2/26/2003	2480457	*
Korea	Spiral Couplers (Micro/Pico) Divisional	2/26/2003	2004-7015588	*

* Foreign Patent Applications that Merrimac will not pursue.

EXHIBIT B

to

PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks and Applications

U.S. Registered Trademarks

Mark	Registration No.	Effective Date	Expiration Date
M (Stylized) Assigned to Merrimac - New Jersey, Inc. 9/26/95	1,000,698	12/31/74 Renewed 12/31/94	12/31/14
MERRIMAC	718,174	7/11/61 Renewed 7/11/01	7/11/21
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MULTI-MIX	2,419,545	1/9/01	1/9/21
MULTI-MIX MICROTECHNOLOGY	2,419,544	1/9/01	1/9/21
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MULTI-MIX ZAPPER	2,776,327	10/21/03	10/21/23

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MICRO-MIX	2,458,275	6/5/01	6/5/21
PICO ZAPPER	2,792,107	12/09/03	12/09/23

Common Law Trade Names

Trade Name	Date of First Use	Comment
	None	

Foreign Trademarks and Trademark Applications

None