

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
M/A-COM Technology Solutions Holdings, Inc.		12/03/2010	CORPORATION: DELAWARE
Mimix Broadband, Inc.		12/03/2010	CORPORATION: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RBS Business Capital, a division of RBS Asset Finance, Inc., as Agent		
<b>Street Address:</b>	28 State Street, 12th floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02109		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1527959	VERSA-AMP	
<b>Registration Number:</b>	2546060	LDI	
<b>Registration Number:</b>	2617296	MIMIX BROADBAND	
<b>Serial Number:</b>	77910700	THE FIRST NAME IN MICROWAVE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)230-7735		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2123186535		
<b>Email:</b>	traceybennett@paulhastings.com		
<b>Correspondent Name:</b>	Tracey D. Bennett		
<b>Address Line 1:</b>	c/o Paul, Hastings		
<b>Address Line 2:</b>	75 E. 55th Street		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	77365.00002		

**CH \$115.00 1527959**

**900178019**

**TRADEMARK**  
**REEL: 004425 FRAME: 0660**

NAME OF SUBMITTER:	Tracey D. Bennett
Signature:	/s/Tracey D. Bennett
Date:	12/06/2010
<p><b>Total Attachments: 11</b> source=MA Com Trademark Security Agt#page1.tif source=MA Com Trademark Security Agt#page2.tif source=MA Com Trademark Security Agt#page3.tif source=MA Com Trademark Security Agt#page4.tif source=MA Com Trademark Security Agt#page5.tif source=MA Com Trademark Security Agt#page6.tif source=MA Com Trademark Security Agt#page7.tif source=MA Com Trademark Security Agt#page8.tif source=MA Com Trademark Security Agt#page9.tif source=MA Com Trademark Security Agt#page10.tif source=MA Com Trademark Security Agt#page11.tif</p>	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 3, 2010, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of RBS Business Capital, a division of RBS Asset Finance, Inc., as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the financial institutions party to this Agreement from time to time as lenders (collectively, "Lenders").

### WITNESSETH:

WHEREAS, pursuant to the Loan Agreement, dated as of December 3, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among the Borrowers, the Borrower Representative, Holdings, the other Loan Parties, the Lenders from time to time party thereto and RBS Asset Finance, Inc., as Agent, the Lenders and the Issuing Bank have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Loan Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuing Bank and Agent to enter into the Loan Agreement and to induce the Lenders and the Issuing Bank to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

M/A-COM TECHNOLOGY  
SOLUTIONS INC., as a Grantor

By: Carl R. Myron  
Name: Carl R. Myron  
Title: CEO

M/A-COM AUTO SOLUTIONS INC., as  
a Grantor

By: Carl R. Myron  
Name: Carl R. Myron  
Title: CEO

LASER DIODE INCORPORATED, as a  
Grantor

By: Carl R. Myron  
Name: Carl R. Myron  
Title: CEO

MIMIX BROADBAND, INC., as a  
Grantor

By: Carl R. Myron  
Name: Carl R. Myron  
Title: CEO

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[Signature Page to Trademark Security Agreement]

M/A-COM TECHNOLOGY  
SOLUTIONS HOLDINGS, INC., as a  
Grantor

By: Carl R. Goggin  
Name: Carl R. Goggin  
Title: CEO

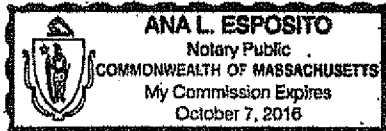
MIMIX HOLDINGS, INC., as a Grantor

By: Carl R. Goggin  
Name: Carl R. Goggin  
Title: CEO

ACKNOWLEDGMENT OF GRANTORS

STATE OF Massachusetts )  
COUNTY OF Middlesex ) ss.

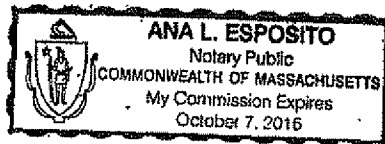
On this 14 day of November, 2010 before me personally appeared Conrad Gagner, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of M/A-COM TECHNOLOGY SOLUTIONS INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Ana L. Esposito  
Notary Public

STATE OF Massachusetts )  
COUNTY OF Middlesex ) ss.

On this 14 day of November, 2010 before me personally appeared Conrad Gagner, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of M/A-COM AUTO SOLUTIONS INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Ana L. Esposito  
Notary Public

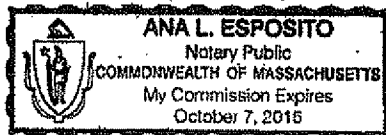
[Signature Page to Trademark Security Agreement]

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STATE OF Massachusetts  
COUNTY OF Middlesex

ss.

On this 24 day of November, 2010 before me personally appeared Conrad Gagnon, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of LASER DIODE INCORPORATED, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

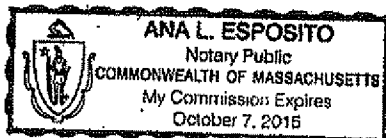


  
Notary Public

STATE OF Massachusetts  
COUNTY OF Middlesex

ss.

On this 14 day of November, 2010 before me personally appeared Conrad Gagnon, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of MIMIX BROADBAND, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



  
Notary Public

[Signatures Page to Trademark Security Agreement]

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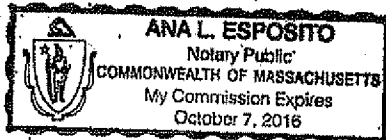
TRADEMARK  
REEL: 004425 FRAME: 0667



STATE OF Massachusetts  
COUNTY OF Middlesex

ss.

On this 24 day of November, 2010 before me personally appeared Conrad Cagnon, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of M/A-COM TECHNOLOGY SOLUTIONS HOLDINGS, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

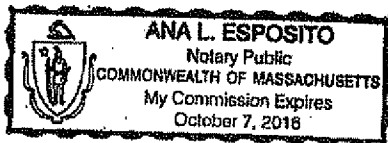


Ana L. Esposito  
Notary Public

STATE OF Massachusetts  
COUNTY OF Middlesex

ss.

On this 24 day of November, 2010 before me personally appeared Conrad Cagnon, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of MIMIX HOLDINGS, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



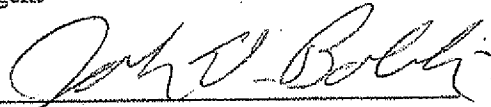
Ana L. Esposito  
Notary Public

[Signature Page to Trademark Security Agreement]

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ACCEPTED AND AGREED  
as of the date first above written:

**RBS BUSINESS CAPITAL,**  
a division of RBS Asset Finance, Inc.,  
as Agent

By: 

Name: John D. Bobbin

Title: Vice President

[Signature Page to Trademark Security Agreement]

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**TRADEMARK**  
**REEL: 004425 FRAME: 0669**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Country	Trademark	Status	Applic. #	Filing Date	Reg.	Grantor	Reg. Date
<i>United States</i>							
US	VERSA-AMP	Registered	73/736890	27-June-1988	1527959	M/A-COM Technology Solutions Holdings, Inc.	7-Mar-1989
US	THE FIRST NAME IN MICROWAVE		77/910,700	13-Jan-2010		M/A-COM Technology Solutions Holdings, Inc.	
US	LDI DEVICE	Registered	76/012958	29-Mar-2000	2546060	M/A-COM Technology Solutions Holdings, Inc.	12-Mar-2002
US	Mimix Broadband	Registered	76/219,600	6-Mar-2001	2,617,296	Mimix Broadband, Inc.	10-Sep-2002
<i>Foreign</i>							
CA	LASER DIODE & DEVICE	Registered	641978	06-Oct-1989	428423	M/A-COM Technology Solutions Holdings, Inc.	10-Jun-1994
FR	LASER DIODE & DEVICE	Registered	130331	12-May-1989	1550187	M/A-COM Technology Solutions Holdings, Inc.	12-May-1989
IS	LASER DIODE & DEVICE	Registered	72469	11-May-1989	72469	M/A-COM Technology Solutions Holdings, Inc.	11-May-1989
IT	LASER DIODE & DEVICE	Registered	RM/99/2685	30-May-1989	870785	M/A-COM Technology Solutions Holdings, Inc.	02-Jul-2002
JP	LASER DIODE & DEVICE	Registered	01-050430	2-May-1989	2563853	M/A-COM Technology Solutions Holdings, Inc.	31-Aug-1993
SE	LASER DIODE & DEVICE	Registered	89-05344	02-June-1989	227567	M/A-COM Technology Solutions Holdings, Inc.	08-Nov-1991
GB	LASER DIODE & DEVICE	Registered	1379942	12-Apr-1989	1379942	M/A-COM Technology Solutions Holdings, Inc.	12-Apr-1989
BX	MICROWAVE ASSOCIATES	Registered	588029	31-Dec-1971	110243	M/A-COM Technology Solutions Holdings, Inc.	31-Dec-1971
CA	MICROWAVE ASSOCIATES	Registered	411186	26-May-1977	245157	M/A-COM Technology Solutions Holdings, Inc.	23-May-1980
AU	MICROWAVE ASSOCIATES and M/A Design	Registered	199049	7-Dec-1965	199049	M/A-COM Technology Solutions Holdings, Inc.	15-Mar-1968
BX	MICROWAVE ASSOCIATES and M/A Design	Registered	588502	31-Dec-1971	1110266	M/A-COM Technology Solutions Holdings, Inc.	31-Dec-1971
CA	MICROWAVE ASSOCIATES and M/A Design	Registered	282908	10-Jun-1964	156240	M/A-COM Technology Solutions Holdings, Inc.	5-Apr-1968

**TRADEMARK**

Country	Trademark	Status	Applic #	Filing Date	Reg.	Grantor	Reg. Date
DK	MICROWAVE ASSOCIATES and M/A Design	Registered	1596/64	12-May-1964	3003/1964	M/A-COM Technology Solutions Holdings, Inc.	19-Sep-1964
FR	MICROWAVE ASSOCIATES and M/A Design	Registered	118237	20-March-1989	1519996	M/A-COM Technology Solutions Holdings, Inc.	20-March-1989
DE	MICROWAVE ASSOCIATES and M/A Design	Registered	22620/22B WZ	8-May-1964	847794	M/A-COM Technology Solutions Holdings, Inc.	30-Jul-1968
IN	MICROWAVE ASSOCIATES and M/A Design	Registered	255189	5-Mar-1969	B255189	M/A-COM Technology Solutions Holdings, Inc.	5-Mar-1969
IT	MICROWAVE ASSOCIATES and M/A Design	Registered	RM/94/2012	10-May-1984	1089302	M/A-COM Technology Solutions Holdings, Inc.	12-Jan-1987
NO	MICROWAVE ASSOCIATES and M/A Design	Registered	82367	4-May-1964	64844	M/A-COM Technology Solutions Holdings, Inc.	17-Sep-1964
CH	MICROWAVE ASSOCIATES and M/A Design	Registered	2547	25-May-1964	341935	M/A-COM Technology Solutions Holdings, Inc.	19-Nov-1964
BX	M/A DESIGN	Registered	588503	31-Dec-1971	R110267	M/A-COM Technology Solutions Holdings, Inc.	31-Dec-1971
CA	M/A DESIGN	Registered	41118500	26-May-1977	TMA23127 4	M/A-COM Technology Solutions Holdings, Inc.	22-Dec-1978
DE	M/A DESIGN	Registered	M39728/9W Z	16-Oct-1974	957282	M/A-COM Technology Solutions Holdings, Inc.	27-Apr-1977
JP	M/A DESIGN	Registered	538-041508	25-Sept-1963	785285	M/A-COM Technology Solutions Holdings, Inc.	9-Jul-1968
GB	M/A DESIGN	Registered	B887263	22-Nov-1965	B887263	M/A-COM Technology Solutions Holdings, Inc.	22-Nov-1965
CN	M/A-COM (class 9)	Application	5579873	1-Sep-2006		M/A-COM Technology Solutions Holdings, Inc.	
CN	M/A-COM (class 37)	Application	5579874	1-Sep-2006		M/A-COM Technology Solutions Holdings, Inc.	
CN	M/A-COM (class 41)	Application	5579875	1-Sep-2006		M/A-COM Technology Solutions Holdings, Inc.	
CN	M/A-COM (class 42)	Application	5579876	1-Sep-2006		M/A-COM Technology Solutions Holdings, Inc.	
FR	M/A-COM	Registered	96.611.911	21-Feb-1996	96.611.911 1	M/A-COM Technology Solutions Holdings, Inc.	15-Nov-1996
IL	M/A-COM	Registered	102962	22-Jan-1996	102962	M/A-COM Technology Solutions Holdings, Inc.	8-May-1997
CTM	M/A-COM	Registered	10397	1-Apr-1996	10397	M/A-COM Technology Solutions Holdings, Inc.	07-May-1998
IT	M/A-COM	Registered	M1/2006137 9	26-Feb-1996	747513	M/A-COM Technology Solutions Holdings, Inc.	14-May-1998

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Country	Trademark	Status	Applic #	Filing Date	Reg.	Grantor	Reg. Date
DE	M/A-COM	Registered	39607378.6	24-May-1996	39607378	M/A-COM Technology Solutions Holdings, Inc.	24-May-1996
US	MINPAC	Registered	78-221407	4-Mar-2003	2808770	M/A-COM Technology Solutions Holdings, Inc.	27-Jan-2004
JP	MINPAC*	Registered	S54-038407	22-May-1979	1510177	M/A-COM Technology Solutions Holdings, Inc.	30-Apr-1982
JP	MINPAC	Application	2008-78208	24-Sept-2008		M/A-COM Technology Solutions Holdings, Inc.	
GB	MINPAC*	Registered	1114802	23-May-1979	1114802	M/A-COM Technology Solutions Holdings, Inc.	23-May-1979
GB	MINPAC	Application	2498323	23-Sept-2008		M/A-COM Technology Solutions Holdings, Inc.	
GB	MINPAC & DESIGN*	Registered	1114803	23-May-1979	114803	M/A-COM Technology Solutions Holdings, Inc.	23-May-1979
GB	MINPAC & Design	Application	2498322	23-Sept-2008		M/A-COM Technology Solutions Holdings, Inc.	
JP	MINPAC & DESIGN*	Registered	38407/1979	22-May-1979	1510178	M/A-COM Technology Solutions Holdings, Inc.	30-Apr-1982
JP	MINPAC & DESIGN	Application	2008-78209	24-Sept-2008		M/A-COM Technology Solutions Holdings, Inc.	
CTM	NETGPS	Registered	1253905	22-Jul-1999	1253905	M/A-COM Technology Solutions Holdings, Inc.	23-Feb-2001

\*--Please note that with respect to these marks, the applicable registry was not updated to reflect Tyco Electronic Logistic AG's ("TELAG's") ownership. The listed owner of these Marks was Watkins Johnson Co. TELAG assigned its rights in these marks to Cobham Defense Electronic Systems Corporation and as a remedial action filed new registrations, which are in the process of being recorded

TRADEMARK

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RECORDED: 12/06/2010