

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LIEN		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BridgeWave Communications, Inc., a California corporation		12/20/2012	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	REMEC Broadband Wireless, LLC		
Street Address:	17034 Camino San Bernardo		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92127		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
Name:	REMEC Broadband Wireless International, Inc.		
Street Address:	17034 Camino San Bernardo		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92127		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77923816	BACKHAUL EVOLVED	
Serial Number:	77664440	FLEXPOR	
CORRESPONDENCE DATA			
Fax Number:	6197026871		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	619-685-3061		
Email:	obrien@scmv.com		

CH \$65.00 77923816

Correspondent Name: Anni O'Brien
Address Line 1: 750 B Street, Suite 2100
Address Line 4: San Diego, CALIFORNIA 92101

NAME OF SUBMITTER:	Anni O'Brien
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Signature:	/Anni O'Brien/
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Date:	12/26/2012
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Total Attachments: 8

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Security Agreement

Parties

This Security Agreement (this "Agreement") is made and dated as of December 20, 2012, and is entered by and between BridgeWave Communications, Inc., a California corporation ("BridgeWave") and REMEC Broadband Wireless, LLC and REMEC Broadband Wireless International, Inc. (together, "Remec").

Recitals

A. On or about January 1, 2011, BridgeWave and Remec entered into a Supply Agreement for Microwave/Millimeterwave Outdoor Units, as amended and supplemented from time to time ("Supply Agreement").

B. BridgeWave has not fulfilled certain of its obligations under the Supply Agreement.

C. BridgeWave and Remec have agreed to revise certain of the terms of the Supply Agreement so as to permit BridgeWave to conserve its near-term cash outlays and provide BridgeWave with as much operating cash as possible during 2013 while Remec continues to perform under the Supply Agreement, all as set forth in that certain amendment to the Supply Agreement dated as of even date herewith (the "Amendment") and the Secured Subordinated Promissory Note concurrently being executed (the "Promissory Note"). To induce Remec to agree to the Amendment continue to perform under the Supply Agreement, as amended (the "Amended Supply Agreement"), BridgeWave is entering into this Security Agreement with Remec.

D. Now, therefore, in consideration of the foregoing premises and intending to be legally bound hereby, the parties hereto agree as follows:

Terms of Agreement

Article I.

Security Interest

1.1. As security for the prompt, complete and indefeasible payment when due and the performance of all obligations arising from or related to the Supply Agreement (the "Secured Obligations"), BridgeWave grants to Remec a security interest in all of BridgeWave's right, title and interest in and to the following personal property whether now owned or hereafter acquired (collectively, the "Collateral"):

(a) Receivables, including without limitation, all of BridgeWave's Accounts, Instruments, Documents, Chattel Paper, Supporting Obligations, letters of credit, proceeds of any letter of credit, right to receive payment, and any and all customer lists, software and/or business records related thereto;

(b) Equipment;

- (c) Fixtures;
- (d) General Intangibles;
- (e) Investment Property;
- (f) Deposit Accounts, including without limitation, any deposit account as such term is defined in the UCC and includes any checking account, savings account, certificate of deposit or similar account;
- (g) Cash and liquid funds;
- (h) Goods;
- (i) Borrower Products, including but not limited to all products, software, service offerings, technical data or technology currently being designed, manufactured or sold by BridgeWave or which BridgeWave intends to sell, license, or distribute in the future, including any products or service offerings under development, collectively, together with all products, software, service offerings, technical data or technology that have been sold, licensed or distributed by BridgeWave since its incorporation.
- (j) Intellectual Property, including but not limited to all of BridgeWave's copyrights, trademarks, patents, licenses, trade secrets or inventions, and BridgeWave's applications therefor and reissues, extensions or renewals thereof.
- (k) All other tangible and intangible personal property of BridgeWave whether now owned or existing, leased, consigned by or to it, or acquired by BridgeWave, wherever located, and any of BridgeWave's property in the possession or under the control of Remec; and
- (l) To the extent not otherwise included, all Proceeds of each of the foregoing and all accessions to, substitutions and replacement for, and rents, profits and products of each of the foregoing.

All capitalized terms used in this Section 1.1 and not otherwise defined herein, shall have the respective meanings given to such terms in the Uniform Commercial Code of the State of California as in effect from time to time (the "UCC"). Notwithstanding the foregoing, the security interest granted herein shall not extend to and the term "Collateral" shall not include (a) any permit, lease, license, contract or other agreement to which BridgeWave is a party as to which the creation by BridgeWave of a lien thereon is prohibited by law, (b) letters of credit received from customers in the ordinary course of business not to exceed \$500,000 in principal amount in the aggregate at any time and (c) any equipment or other property financed by a third party; provided further, that such equipment or other property shall be deemed "Collateral" hereunder if such third party's lien is released or otherwise terminated.

1.2 The security interests granted under this Agreement, and the obligations secured hereby, are subject and subordinate to the prior indefeasible payment in full in cash of all indebtedness of BridgeWave to Hercules Technology III, L.P. ("Hercules") and, if the indebtedness to Hercules

shall be refinanced in the future, to any replacement lender for Hercules (the "Senior Indebtedness"). The existing and hereafter acquired liens and security interests of the holders of Senior Indebtedness in any collateral securing all or any portion of the Senior Indebtedness shall be senior, regardless of the time or method of perfection, to all existing and hereafter acquired liens and security interests, if any, of Remec in the Collateral securing all or any portion of the obligations hereunder. The subordination is for the benefit of, and shall be enforceable directly by, the holders of Senior Indebtedness.

1.3 BridgeWave shall execute and deliver to Remec a UCC-1 financing statement to be filed with the California Secretary of State, so as to allow Remec to perfect the security interest granted hereby. In addition, BridgeWave shall execute or procure and deliver to Remec any other instruments or documents as shall be reasonably necessary to perfect and protect the liens granted hereby. BridgeWave authorizes Remec to execute, deliver or file, such financing statements, notices and control agreement and authorizes Remec, as BridgeWave's attorney in fact, to file such documents and take any other acts that are reasonably necessary to perfect and protect the security interest granted hereby.

Article II. **Events of Default**

The occurrence of any one or more of the following events shall be an Event of Default:

2.1. BridgeWave fails to pay the accrued accounts payable amounts due under the Secured Subordinated Promissory Note dated the date hereof (the "Obligations") when due pursuant to the terms therein, and such failure to pay is not cured within ten (10) days of BridgeWave receiving notice thereof from Remec.

2.2. BridgeWave breaches or defaults in the performance of any material covenant or obligation under this Agreement or the Amended Supply Agreement, and such breach or default is not cured within thirty (30) days of BridgeWave receiving notice thereof from Remec.

Article III. **Remedies.**

3.1. Upon and during the continuance of any one or more Events of Default, Remec may exercise all rights and remedies with respect to the Collateral otherwise available to it under applicable state and federal law, including without limitation its rights and remedies under the UCC to release, hold, sell, lease, liquidate, collect, realize upon, or otherwise dispose of all or any part of the Collateral, and the right to occupy, utilize, process and commingle the Collateral. All of Remec's rights and remedies shall be cumulative and not exclusive.

3.2. Lender shall be under no obligation to marshal any of the Collateral for the benefit of BridgeWave or any other person and BridgeWave expressly waives all rights, if any, to require Remec to marshal any Collateral. The proceeds and/or avails of the Collateral, or any part thereof, and the proceeds and the avails of any remedy hereunder (as well as any other amounts of any kind held by Remec at the time of, or received by Remec after, the occurrence of

an Event of Default) shall be paid to Remec in the amount then owing or unpaid under the Amended Supply Agreement, and thereafter the surplus, if any, shall be paid to BridgeWave, its successors and assigns, or to whomsoever may be lawfully entitled to receive the same.

3.3. Notwithstanding anything to the contrary herein, following the occurrence and during the continuance of an Event of Default, Remec agrees to forbear from taking any action pursuant to this Section 3 and forbear from selling, leasing, licensing or otherwise disposing of any Collateral for a period of up to thirty (30) days after the occurrence of such Event of Default (such period being referred to herein as the "**Forbearance Period**"), provided that at all times during the Forbearance Period:

(1) BridgeWave continues to have a duly constituted and acting board of directors, and executive management working on a full time basis for BridgeWave;

(2) BridgeWave is able to demonstrate to Remec that it is exercising on a continuous diligent basis reasonable commercial efforts to consummate a financing or other transaction that will enable it to satisfy and discharge its obligations to Remec;

(3) No senior lender who holds or acquires a lien on or against all or any material portion of the Collateral actually exercises foreclosure or similar remedies against such property.

3.4. The exercise of any one or more of the rights, powers, and remedies provided herein shall not be construed as a waiver of or election of remedies with respect to any other rights, powers and remedies of Remec. The powers conferred upon Remec by this Agreement are solely to protect its rights hereunder, and shall not impose any duty upon Remec to exercise any such powers. No omission or delay by Remec at any time to enforce any right or remedy reserved to it, or to require performance of any of the terms, covenants or provisions hereof, shall be a waiver of any such right or remedy.

Article IV.

Term of Security Agreement

4.1. The term of this Security Agreement shall begin on the date first stated above and shall continue and be binding upon BridgeWave until all the Obligations have been fully paid.

4.2. Remec agrees that upon the termination of this Agreement in accordance with Section 4.1 above, Remec shall promptly deliver to BridgeWave termination statements and other agreements, and shall take such other actions, as are reasonably necessary to release the Collateral from the security interest created by this Agreement.

Article V.

Miscellaneous

5.1. This Agreement and the rights and duties of the parties hereunder will be governed by and construed, enforced and performed in accordance with the law of the State of

California, without giving effect to principles of conflicts of laws that would require the application of laws of another jurisdiction.

5.2. If any part of this Agreement shall be rendered or declared unenforceable by any decision of any court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect and shall be construed as if such unenforceable provision had not been in this Agreement, unless the absence of the unenforceable provision shall substantially destroy the business purpose of this Agreement.

5.3. All claims, notices, demands, instructions, objections and other communications required or permitted hereunder (each, a "Notice") shall be in writing and shall be deemed to be delivered (i) on the date of actual delivery when personally delivered or (ii) five (5) Business Days after delivery if sent by United States mail, postage prepaid, certified mail, return receipt requested, or (iii) if sent by a nationally recognized overnight courier service, on the next following date, when addressed to the parties as follows

REMEC:

REMEC Broadband Wireless
17034 Camino San Bernardo
San Diego, CA 92127
Attention: Chief Financial Officer

BRIDGEWAVE:

BridgeWave Communications, Inc.
3350 Thomas Road
Santa Clara CA 95054
Attention: Chief Financial Officer

The failure or refusal of any Party to accept delivery of any Notice shall constitute, and be deemed to be, valid delivery of such Notice for purposes of this Agreement. Any Party may change the person and/or address to which Notice or other communications are to be sent to it hereunder by giving written notice of any such change to all of the other Parties hereto in the manner provided herein for the giving of Notice. If any Party fails or refuses to properly notify the other Parties of a change of address, then a Notice sent to such Party's prior address shall constitute, and be deemed to be, valid delivery of such Notice for purposes of this Agreement.

5.4. This Agreement, when taken together with the Amended Supply Agreement, the Warrant to Purchase Series B Preferred Stock issued by BridgeWave to Remec dated as of the date hereof and that certain Subordination Agreement entered into by and between Remec and Hercules dated as of the date hereof (the "Subordination Agreement"), constitutes and contains the entire agreement of BridgeWave and Remec and supersedes any and all prior agreements, negotiations, correspondence, understandings and communications among the parties, whether written or oral, respecting the subject matter hereof.

5.5. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which, together shall constitute one instrument.

5.6. The provisions of this Agreement shall be binding upon and inure to the benefit of Remec and BridgeWave and their respective successors and assigns; provided, however, that neither party may sell, assign or delegate its rights and obligations hereunder without the prior written consent of the other party.

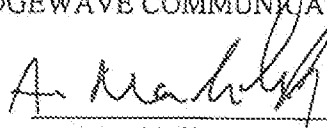
5.7. No provisions of this Agreement are intended, nor will be interpreted to provide or create any third-party beneficiary rights or any other rights of any kind in any person other than BridgeWave and Remec, unless expressly provided otherwise in this Agreement, the Amended Supply Agreement or the Subordination Agreement.

[SIGNATURES ON FOLLOWING PAGE]

In Witness Whereof, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

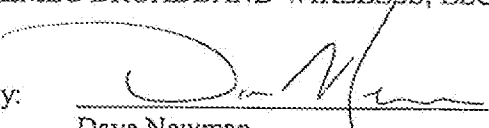
BRIDGEWAVE COMMUNICATIONS, INC.

Dated: Dec 20, 2012

By: 
Amir Makleff
Its: President and Chief Executive Officer

REMEC BROADBAND WIRELESS, LLC

Dated: Dec 20, 2012

By: 
Dave Newman
Its: Chief Executive Officer

REMEC BROADBAND WIRELESS
INTERNATIONAL, INC.

Dated: _____

By: _____
Domingo Bonifacio
Its: President

In Witness Whereof, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

BRIDGEWAVE COMMUNICATIONS, INC.

Dated: _____

By: _____
Amir Makleff
Its: President and Chief Executive Officer

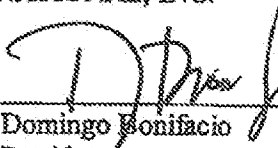
REMEC BROADBAND WIRELESS, LLC

Dated: _____

By: _____
Dave Newman
Its: Chief Executive Officer

REMEC BROADBAND WIRELESS
INTERNATIONAL, INC.

Dated: _____

By:  _____
Domingo Bonifacio
Its: President

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