

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																								
NATURE OF CONVEYANCE:	SECURITY INTEREST																								
CONVEYING PARTY DATA																									
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>SPECTRUM CONTROL, INC.</td> <td></td> <td>02/06/2013</td> <td>CORPORATION: PENNSYLVANIA</td> </tr> <tr> <td>API CRYPTTEK INC.</td> <td></td> <td>02/06/2013</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>Sendec Corp.</td> <td></td> <td>02/06/2013</td> <td>CORPORATION: NEW YORK</td> </tr> </tbody> </table>	Name	Formerly	Execution Date	Entity Type	SPECTRUM CONTROL, INC.		02/06/2013	CORPORATION: PENNSYLVANIA	API CRYPTTEK INC.		02/06/2013	CORPORATION: DELAWARE	Sendec Corp.		02/06/2013	CORPORATION: NEW YORK									
Name	Formerly	Execution Date	Entity Type																						
SPECTRUM CONTROL, INC.		02/06/2013	CORPORATION: PENNSYLVANIA																						
API CRYPTTEK INC.		02/06/2013	CORPORATION: DELAWARE																						
Sendec Corp.		02/06/2013	CORPORATION: NEW YORK																						
RECEIVING PARTY DATA																									
Name:	WELLS FARGO BANK, National Association (as Agent)																								
Street Address:	2450 Colorado Avenue, Suite 3000W																								
City:	Santa Monica																								
State/Country:	CALIFORNIA																								
Postal Code:	90404																								
Entity Type:	National Banking Association: UNITED STATES																								
PROPERTY NUMBERS Total: 7																									
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>1979434</td> <td>QUIETSHIELD</td> </tr> <tr> <td>Registration Number:</td> <td>2830947</td> <td>SMART START</td> </tr> <tr> <td>Registration Number:</td> <td>3084437</td> <td>ION NETWORKS</td> </tr> <tr> <td>Registration Number:</td> <td>1680106</td> <td>CRYPTTEK</td> </tr> <tr> <td>Registration Number:</td> <td>2669265</td> <td>CRYPTTEK</td> </tr> <tr> <td>Registration Number:</td> <td>3279218</td> <td>TS-21 BLACKJACK</td> </tr> <tr> <td>Registration Number:</td> <td>2612253</td> <td>SENDEC</td> </tr> </tbody> </table>	Property Type	Number	Word Mark	Registration Number:	1979434	QUIETSHIELD	Registration Number:	2830947	SMART START	Registration Number:	3084437	ION NETWORKS	Registration Number:	1680106	CRYPTTEK	Registration Number:	2669265	CRYPTTEK	Registration Number:	3279218	TS-21 BLACKJACK	Registration Number:	2612253	SENDEC	
Property Type	Number	Word Mark																							
Registration Number:	1979434	QUIETSHIELD																							
Registration Number:	2830947	SMART START																							
Registration Number:	3084437	ION NETWORKS																							
Registration Number:	1680106	CRYPTTEK																							
Registration Number:	2669265	CRYPTTEK																							
Registration Number:	3279218	TS-21 BLACKJACK																							
Registration Number:	2612253	SENDEC																							
CORRESPONDENCE DATA																									
Fax Number:	2027393001																								
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>																									
Phone:	2027395652																								
Email:	chowell@morganlewis.com																								

Correspondent Name: Catherine R. Howell, Senior Paralegal
Address Line 1: 1111 Pennsylvania Ave., N.W.
Address Line 2: Morgan, Lewis & Bockius LLP
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	05843814-0407
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal
Signature:	/Catherine R. Howell/
Date:	02/13/2013

Total Attachments: 6
source=US Trademark Security Agreement#page1.tif
source=US Trademark Security Agreement#page2.tif
source=US Trademark Security Agreement#page3.tif
source=US Trademark Security Agreement#page4.tif
source=US Trademark Security Agreement#page5.tif
source=api sched#page1.tif

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made this 6th day of February, 2013, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among API Technologies Corp., as parent ("Parent"), the Subsidiaries of Parent identified as "US Borrowers" and "UK Borrowers" on the signature pages thereto, as borrowers (collectively, jointly and severally, the "Borrowers"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender" and collectively as the "Lenders"), and Wells Fargo in its separate capacities as Agent and UK Security Trustee, the Lender Group has agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain U.S. Guaranty and Security Agreement, dated as of February 6, 2013 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver

an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this U.S. Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

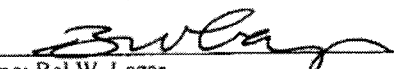
SPECTRUM CONTROL, INC.,
a Pennsylvania corporation

By: 
Name: Bel W. Lazar
Title: Vice President, Secretary and Treasurer

API CRYPTTEK INC.,
a Delaware corporation

By: 
Name: Bel W. Lazar
Title: Chairman

SENDEC CORP.,
a New York Corporation

By: 
Name: Bel W. Lazar
Title: Vice President, Treasurer, Secretary and
Chief Financial Officer

[Signature page to U.S. Trademark Security Agreement]

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
a national banking association

By: 

Name: Carolyn Glick
Its Authorized Signatory

[Signature page to U.S. Trademark Security Agreement]

TRADEMARK
REEL: 004962 FRAME: 0477

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademarks

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK	COUNTRY
Spectrum Control, Inc. (PA)	1979434	QUIETSHIELD	USA
Spectrum Control, Inc. (PA)	2830947	SMART START	USA
API Cryptek, Inc.	3084437	ION NETWORKS & DESIGN	USA
API Cryptek, Inc.	1680106	CRYPTEK	USA
API Cryptek, Inc.	2669265	CRYPTEK & Design	USA
API Cryptek, Inc.	3279218	TS-21 BLACKJACK	USA
SenDEC Corporation	2612253	SENDEC	USA

Applications:

APPLICANT	APPLICATION NUMBER	TRADEMARK	COUNTRY
Spectrum Control, Inc.	85/122,876	SMART START	USA
Spectrum Control, Inc.	85/122,936	SMART START	USA
API Cryptek, Inc.	77/436,934	NETGARD	USA

Trade Names

Common Law Trademarks

Trademarks Not Currently In Use

Trademark Licenses