

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	Security Agreement			
CONVEYING PARTY DATA				
	Name	Formerly	Execution Date	Entity Type
	Aeroflex Incorporated		05/29/2013	CORPORATION: DELAWARE
	Aeroflex/Inmet, Inc.		05/29/2013	CORPORATION: MICHIGAN
RECEIVING PARTY DATA				
Name:	JPMorgan Chase Bank, N.A.			
Street Address:	277 Park Avenue, 23rd Floor			
City:	New York			
State/Country:	NEW YORK			
Postal Code:	10172			
Entity Type:	Association: UNITED STATES			
PROPERTY NUMBERS Total: 2				
	Property Type	Number	Word Mark	
	Registration Number:	4294370	AEROFLEX	
	Registration Number:	4100460	ICALIBER	
CORRESPONDENCE DATA				
Fax Number:				
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>				
Phone:	212-701-3365			
Email:	david.adams@thomsonreuters.com			
Correspondent Name:	Elaine Carrera, Legal Assistant			
Address Line 1:	80 Pine Street			
Address Line 4:	New York, NEW YORK 10005			
NAME OF SUBMITTER:	Elaine Carrera			
Signature:	/David Adams TR/			
Date:	05/30/2013			

OP \$65.00 4294370

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of May 29, 2013 (as amended, restated or otherwise modified, the "Trademark Security Agreement"), between each of the undersigned (collectively, "Grantors") and JPMORGAN CHASE BANK, N.A., in its capacity as collateral agent for the Secured Parties (together with successors and assigns in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Grantors are party to a Pledge and Security Agreement dated as of May 9, 2011 (the "Pledge and Security Agreement") between each of the Grantors and the other grantors party thereto and the Collateral Agent 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 Secured Parties to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to Collateral Agent for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including, but not limited to: (i) the registrations and applications referred to on Schedule I hereto (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income payments, claims, damages and proceeds of suit (collectively, "Trademarks"); and

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto (collectively, "Trademark Licenses").

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict

with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.


SECTION 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

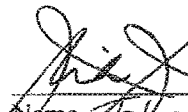
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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AEROFLEX INCORPORATED

By: 
Name: John Adamovich, Jr.
Title: Sr. Vice President - CFO

AEROFLEX / INMET, INC.

By: 
Name: John Adamovich, Jr.
Title: Vice President

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: _____

Name: Justin Kelley
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005038 FRAME: 0133

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Jurisdiction	Trademark	Registration No. (App. No.)	Reg. Date (App. Date)	Record Owner
United States	AEROFLEX	4,294,370	February 26, 2013	Aeroflex Incorporated
United States	ICALIBER	4,100,460	February 21, 2012	Aeroflex / Inment, Inc.