

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
ANAREN, INC.		02/18/2014	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, AS COLLATERAL AGENT (FIRST LIEN)		
Street Address:	11 MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	BANK: SWITZERLAND		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	85238884	AIR	
Registration Number:	2624585	RF POWER	
Registration Number:	2654000	WHAT'LL WE THINK OF NEXT?	
Registration Number:	2413988	ANAREN	
Registration Number:	2248022	XINGER	
CORRESPONDENCE DATA			
Fax Number:	8668265420		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	301-638-0511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	attn: Penelope J.A. Agodoa		
Address Line 4:	Waldorf, MARYLAND 20602		

OP \$140.00 85238884

ATTORNEY DOCKET NUMBER:	CRS1-39270
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	02/18/2014
Total Attachments: 8 source=39270#page1.tif source=39270#page2.tif source=39270#page3.tif source=39270#page4.tif source=39270#page5.tif source=39270#page6.tif source=39270#page7.tif source=39270#page8.tif	

FIRST LIEN INTELLECTUAL PROPERTY COLLATERAL AGREEMENT

This FIRST LIEN INTELLECTUAL PROPERTY COLLATERAL AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this “*IP Collateral Agreement*”) dated as of February 18, 2014, is made by Anaren, Inc. and Anaren Microwave, Inc. (the “*Grantors*”) in favor of Credit Suisse AG, as Collateral Agent (the “*Collateral Agent*”) for the Secured Parties (as defined in the First Lien Guarantee and Collateral Agreement referred to below).

WHEREAS, Anaren Holding Corp., a Delaware corporation (“*Holdings*”), ANVC Merger Corp., a New York corporation and the initial Borrower (“*Merger Sub*”) (which, on the Closing Date shall be merged with and into Anaren, Inc., a New York corporation (the “*Company*”) with the Company surviving such merger as the successor and being referred to herein as the “*Borrower*”), and the Lenders party thereto have entered into a First Lien Credit Agreement dated as of February 18, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”) with Credit Suisse AG, as Administrative Agent and Collateral Agent. Capitalized terms used in this IP Collateral Agreement and not otherwise defined herein have the meanings specified in the First Lien Guarantee and Collateral Agreement and Credit Agreement, as applicable.

WHEREAS, each Grantor has executed and delivered that certain First Lien Guarantee and Collateral Agreement dated as of February 18, 2014, made by such Grantor to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*First Lien Guarantee and Collateral Agreement*”).

WHEREAS, under the terms of the First Lien Guarantee and Collateral Agreement, each Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of such Grantor, and has agreed to execute this IP Collateral Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (the “*Collateral*”):

- (a) (i) all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office (or any successor or any similar offices in any other country) and (ii) all reissues,

continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein, as set forth in Schedule A hereto (the “*Patents*”); and

- (b) (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill, as set forth in Schedule B hereto (the “*Trademarks*”).

SECTION 2. [Reserved]

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this IP Collateral Agreement.

SECTION 4. Execution in Counterparts. This IP Collateral Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This IP Collateral Agreement has been entered into in conjunction with the provisions of the First Lien Guarantee and Collateral Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the First Lien Guarantee and Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Collateral Agreement and the First Lien Guarantee and Collateral Agreement, the terms of the First Lien Guarantee and Collateral Agreement shall control.

SECTION 6. Governing Law. This IP Collateral Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Intercreditor Agreement Governs. Reference is made to the Intercreditor Agreement dated as of February 18, 2014, among the Borrower, Holdings, the subsidiaries of Holdings from time to time party thereto, Credit Suisse AG as collateral agent under the First Lien Credit Agreement and Credit Suisse AG as collateral agent under the Second Lien Credit Agreement (the “*Intercreditor Agreement*”). Notwithstanding anything herein to the contrary, the priority of the lien and security interest granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to this Agreement and the exercise of any right or

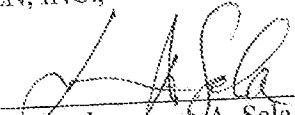
remedy by the Collateral Agent and the other Secured Parties hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between any of the provisions of the Intercreditor Agreement, this Agreement and the First Lien Credit Agreement regarding the priority of the lien and security interest granted to the Collateral Agent and the exercise of any right or remedy by the Collateral Agent, the following order of priorities shall apply: (a) the Intercreditor Agreement, (b) the Credit Agreement and (c) this Agreement.

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IN WITNESS WHEREOF, each Grantor has caused this IP Collateral Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

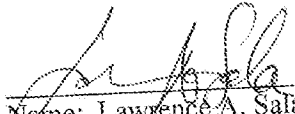
ANAREN, INC.,

by


Name: Lawrence A. Sala
Title: President and Chief Executive Officer

ANAREN MICROWAVE, INC.,

by


Name: Lawrence A. Sala
Title: President and Chief Executive Officer

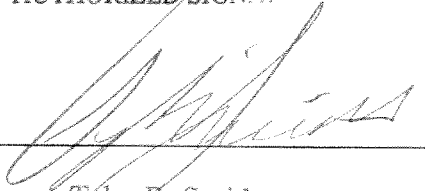
[First Lien IP Security Agreement]

CREDIT SUISSE AG, as Collateral Agent

by:


Name: JOHN D. TORONTO
Title: AUTHORIZED SIGNATORY

by:



Name: Tyler R. Smith
Title: Authorized Signatory

SCHEDULE A

App Number	Country	Filing Date	Patent Number	Issue Date	Application Title	Owner
10/719817	US	21-Nov-03	7005942	28-Feb-06	Non-Switching Adaptable 4-Way Power Splitter/Combiner	Anaren, Inc.
10/862800	US	7-Jun-04	7061315	13-Jun-06	Auxiliary Amplifier Network	Anaren, Inc.
11/419091	US	18-May-06	7646261	12-Jan-10	Vertical Inter-digital Coupler	Anaren, Inc.
09/317507	US	24-May-99	6464510	15-Oct-02	MICROWAVE CIRCUIT CONNECTOR	Anaren Microwave, Inc.
09/491449	US	26-Jan-00	6292070	18-Sep-01	BALUN	Anaren Microwave, Inc.
09/266564	US	11-Mar-99	6294965	25-Sep-01	BALUN	Anaren Microwave, Inc.
09/466288	US	17-Dec-99	6734750	11-May-04	A SURFACE MOUNT CROSSOVER COMPONENT	Anaren Microwave, Inc.
10/445766	US	27-May-03	7005937	28-Feb-06	CIRCULATOR AND METHOD OF MANUFACTURE	Anaren, Inc.
10/125203	US	18-Apr-02	6650200	18-Nov-03	DYNAMIC COUPLER	Anaren Microwave, Inc.
10/060563	US	30-Jan-02	6713792	30-Mar-04	APPARATUS AND METHOD OF MANUFACTURING PRINTED CIRCUIT BOARDS	Anaren Microwave, Inc.
10/272324	US	16-Oct-02	6784852	31-Aug-04	QUADRIFILAR ANTENNA SERIAL FEED NETWORK	Anaren Microwave, Inc.
10/207582	US	29-Jul-02	6784851	31-Aug-04	QUADRIFILAR ANTENNA SERIAL FEED NETWORK	Anaren Microwave, Inc.
11/668682	US	30-Jan-07	7605672	20-Oct-09	Inverted Style Balun with DC Isolated Differential Ports	Anaren, Inc.
11/829420	US	27-Jul-07	7728694	1-Jun-10	High Power Hybrid Material Surface Mount Stripline Devices	Anaren, Inc.
12/543295	US	18-Aug-09	8547186	1-Oct-2013	A Compact Balun	Anaren, Inc.
12/055717	US	26-Mar-08	7659792	9-Feb-10	A Circulator Device and a Method For Assembly	Anaren, Inc.
12/392649	US	25-Feb-09	8044749	25-Oct-11	Coupler Device	Anaren, Inc.

App Number	Country	Filing Date	Patent Number	Issue Date	Application Title	Owner
12/501171	US	10-Jul-09	8350642	8-Jan-13	Ultra Wide-Band Power Splitter Architecture	Anaren, Inc.
12/611517	US	3-Nov-09	8138848	20-Mar-12	Circulator/Isolator with an Asymmetric Resonator	Anaren, Inc.
12/759891	US	14-Apr-10	8183952	22-May-12	A Surface Mountable Circulator	Anaren, Inc.
13/212643	US	18-Aug-11	8638181	28-Jan-14	WIDEBAND BALUN USING RE-ENTRANT COUPLED LINES AND FERRITE MATERIAL	Anaren, Inc.
13/229254	US	9-Sep-11			IMPEDANCE TRANSFORMING COUPLER	Anaren, Inc.
PCT/US11/58597	WO	31-Oct-11			Magnetic Instrument Pickup	Anaren, Inc.
12/915987	US	29-Oct-10	8519251	27-Aug-2013	Magnetic Instrument Pickup	Anaren, Inc.
13/523294	US	14-Jun-12			IMPROVED PCB COIL MUSICAL INSTRUMENT PICKUP II	Anaren, Inc.
PCT/US12/42573	WO	15-Jun-12			IMPROVED PCB COIL MUSICAL INSTRUMENT PICKUP II	Anaren, Inc.
13/652042	US	15-Oct-12			POWER AMPLIFIER SYSTEM WITH OPTIMIZED BANDWIDTH	Anaren, Inc.
13/800765	US	13-Mar-13			RF Resistor With Lossy Traces	Unable to verify – Unpublished
13/840137	US	15-Mar-13			Symmetrical Hybrid Coupler	Unable to verify – Unpublished
13/782279	US	1-Mar-13			Compact Size Broadband Coupler Imedance Transformer	Unable to verify – Unpublished
13/803644	US	14-Mar-13			A Laminated Ceramic RF Assembly	Unable to verify – Unpublished
61/734113	US	6-Dec-12			A Laminated Ceramic RF Assembly	Unable to verify – Provisional
13/803975	US	14-Mar-13			Stacked Microstrip Circuit With Integrated Support and Shielding Structure	Unable to verify – Unpublished
61/733921	US	5-Dec-12			Stacked Microstrip Circuit With Integrated Support and Shielding Structure	Unable to verify – Provisional
13/792275	US	11-Mar-13			A WIDEBAND DOHERTY AMPLIFIER NETWORK	Unable to verify – Unpublished

SCHEDULE B

Trademark	Country	Application Number	Application Date	Registration Number	Registration Date	Owner
AIR	United States	85238884	10-Feb-2011	N/A	N/A	Anaren, Inc.
RF POWER 	United States	76317703	26-Sep-2001	2624585	24-Sep-2002	Anaren, Inc.
WHAT'LL WE THINK OF NEXT?	United States	76317702	26-Sep-2001	2654000	26-Nov-2002	Anaren, Inc.
ANAREN	United States	75872016	16-Dec-1999	2413988	19-Dec-2000	Anaren, Inc.
XINGER	United States	75188449	28-Oct-1996	2248022	25-May-1999	Anaren, Inc.

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