

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM298255

<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>
Giga-tronics incorporated		03/13/2014	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Partners for Growth IV, L.P.		
<b>Street Address:</b>	150 Pacific Avenue		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94111		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76589683	AUTOMATION XPRESS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4157385371		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	415-381-3283		
<b>Email:</b>	ben@greenspan-law.com		
<b>Correspondent Name:</b>	Benjamin Greenspan		
<b>Address Line 1:</b>	620 Laguna Road		
<b>Address Line 4:</b>	MILL VALLEY, CALIFORNIA 94941		
<b>ATTORNEY DOCKET NUMBER:</b>	PFG4-GIGA		
<b>NAME OF SUBMITTER:</b>	Benjamin Greenspan		
<b>SIGNATURE:</b>	/bg2/		
<b>DATE SIGNED:</b>	03/16/2014		
<b>Total Attachments: 3</b>			
source=2014_03_14_Trademark Notice Giga#page1.tif			
source=2014_03_14_Trademark Notice Giga#page2.tif			
source=2014_03_14_Trademark Notice Giga#page3.tif			

OP \$40.00 76589683

TRADEMARK COLLATERAL AGREEMENT AND NOTICE

This Trademark Collateral Agreement and Notice dated as of March 13, 2014 ("Trademark Agreement"), is between Giga-tronics Incorporated, a California corporation with its principal place of business at 4650 Norris Canyon Road, San Ramon CA, 94583 ("Assignor") and Partners for Growth IV, L.P., 150 Pacific Avenue, San Francisco, CA 94111 ("Assignee") pursuant to a Loan and Security Agreement, an Intellectual Property Security Agreement of even date herewith by and among Assignor, Assignor's Subsidiary and Assignee (the "IP Security Agreement") and pursuant to certain other loan documents referenced therein (collectively, the "Loan Documents").

WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit 1 hereto (the "Marks"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in the IP Security Agreement in favor of the Assignee, by and among Assignor, Assignor's Subsidiary and Assignee;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

Executed as of the date first above written.

Assignor:

Giga-tronics Incorporated

By John R Regan 3/12/14  
Chief Executive Officer

By [Signature]  
Secretary 3/12/14

Assignee:

PARTNERS FOR GROWTH IV, L.P.

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: Manager, Partners for Growth IV, LLC  
Its General Partner

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Executed as of the date first above written.

Assignor:

Giga-tronics Incorporated

By \_\_\_\_\_  
Chief Executive Officer

By \_\_\_\_\_  
Secretary

Assignee:

PARTNERS FOR GROWTH IV, L.P.

By  \_\_\_\_\_

Name: Andrew Kahu

Title: Manager, Partners for Growth IV, LLC  
Its General Partner

**EXHIBIT 1**

**Giga-tronics Incorporated**

**Trademark Schedule**

<b>Serial Number - Registration Number</b>	<b>Date</b>	<b>Mark</b>	<b>Owner</b>
76/589683	12/7/2004	Automation Xpress	Giga-tronics Incorporated