

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM386101

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pasternack Enterprises, Inc.		05/27/2016	Corporation: DELAWARE
Fairview Microwave, Inc.		05/27/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Administrative Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2377077	PASTERNAK ENTERPRISES	
Registration Number:	3316756	PE	
Registration Number:	3316771	PE	
Registration Number:	3316802	PE	
Registration Number:	3316874	WWW.PASTERNAK.COM	
Registration Number:	3316975	PASTERNAK	
Registration Number:	3867976	PASTERNAK	
Registration Number:	4629237	RF-OPEDIA	
Registration Number:	3893062	FAIRVIEW MICROWAVE	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312.577.8034		
Email:	oscar.ruiz@kattenlaw.com		
Correspondent Name:	Oscar Ruiz c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		

CH \$240.00 2377077

NAME OF SUBMITTER:	Oscar Ruiz
SIGNATURE:	/Oscar Ruiz/
DATE SIGNED:	05/31/2016
Total Attachments: 5 source=Trademark Security Agreement (Second Lien)#page1.tif source=Trademark Security Agreement (Second Lien)#page2.tif source=Trademark Security Agreement (Second Lien)#page3.tif source=Trademark Security Agreement (Second Lien)#page4.tif source=Trademark Security Agreement (Second Lien)#page5.tif	

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE SECOND LIEN AGENT PURSUANT TO OR IN CONNECTION WITH THIS AGREEMENT, THE TERMS OF ANY COLLATERAL DOCUMENT, AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE SECOND LIEN AGENT HEREUNDER AND THEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF MAY 27, 2016 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “**INTERCREDITOR AGREEMENT**”), AMONG ANTARES CAPITAL LP, AS THE FIRST LIEN AGENT, AND ANTARES CAPITAL LP, AS THE SECOND LIEN AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT OR ANY COLLATERAL DOCUMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of May 27, 2016, (this “**Agreement**”), among Pasternack Enterprises, Inc., a Delaware corporation and Fairview Microwave, Inc., a Delaware corporation (each, a “**Grantor**”) and Antares Capital LP (“**Antares**”), as collateral agent (in such capacity, the “**Administrative Agent**”) for the Secured Parties.

Reference is made to that certain Second Lien Pledge and Security Agreement, dated as of May 27, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Security Agreement**”), among the Loan Parties party thereto and the Administrative Agent. The Lenders (as defined below) have extended credit to the Borrowers subject to the terms and conditions set forth in that certain Second Lien Credit Agreement, dated as of May 27, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “**Second Lien Credit Agreement**”), by and among Wave Holdco Merger Sub, Inc., a Delaware corporation, Wave Merger Sub II, Inc., a Delaware corporation and Wave Merger Sub III, Inc., a Delaware corporation, Infinite RF Holdings, Inc., a Delaware corporation, Pasternack Enterprises, Inc., a Delaware corporation, Fairview Microwave, Inc., a Delaware corporation, the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto (the “**Lenders**”) and Antares, in its capacities as administrative agent and collateral agent for the Lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Second Lien Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “**Trademark Collateral**”):

- A. all Trademarks, including those Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all goodwill associated with or symbolized by the Trademarks;

- C. all assets, rights and interests that uniquely reflect or embody the Trademarks;
- D. the right to sue third parties for past, present and future infringements or dilutions of any Trademark; and
- E. all proceeds of and rights associated with the foregoing;

in each case to the extent the foregoing the foregoing items constitute Collateral.


SECTION 3. ***Security Agreement.*** The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. ***Governing Law.*** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

PASTERNAK ENTERPRISES, INC., as Grantor

By: 

Name: Brian MacDonald

Title: President, Chief Financial Officer,

Vice President of Finance, and Secretary

FAIRVIEW MICROWAVE, INC., as Grantor

By: 

Name: Brian MacDonald

Title: Vice President, Secretary, and Treasurer

Trademark Security Agreement (Second Lien)

TRADEMARK



REEL: 005803 FRAME: 0178

ANTARES CAPITAL LP,
as Administrative Agent

By: Ashtley G. Medio
Name: Ashtley G. Medio
Title: Duly Authorized Signatory

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Pasternack Enterprises, Inc.	2,377,077	PASTERNAK ENTERPRISES
	3,316,756	PE
	3,316,771	
	3,316,802	
	3,316,874	www.pasternack.com
	3,316,975	PASTERNAK
	3,867,976	PASTERNAK
	4,629,237	RF-OPEDIA
Fairview Microwave, Inc.	3,893,062	FAIRVIEW MICROWAVE

TRADEMARK APPLICATIONS

None.