

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM392968

<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>
MILESTEK CORPORATION		07/27/2016	Corporation: DELAWARE
AICONICS, INC.		07/27/2016	Corporation: CALIFORNIA
L-COM, INC.		07/27/2016	Corporation: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ANTARES CAPITAL LP, as Administrative Agent		
<b>Street Address:</b>	500 WEST MONROE STREET		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 19</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2697029	L-COM	
Registration Number:	2900962	HYPERAMP	
Registration Number:	2427960	HYPERLINK	
Registration Number:	2416974		
Registration Number:	3733850	L-COM	
Registration Number:	3733851	L-COM	
Registration Number:	3770323	L-COM	
Registration Number:	3746280	L-COM	
Registration Number:	3766767	L-COM	
Registration Number:	3766804	L-COM	
Registration Number:	4052356	HYPERGAIN	
Registration Number:	4120705	HYPERLINK	
Registration Number:	4117503	H	
Registration Number:	4738352	HYPERLINK TECHNOLOGIES	
Registration Number:	1791303	MILESTEK	
Registration Number:	4628771	M MILESTEK	
Registration Number:	4750530	MILESTEK	
<b>TRADEMARK</b>			

CH \$490.00 2697029

Property Type	Number	Word Mark
Registration Number:	4517534	AICONICS
Registration Number:	4514001	AICONICS

# **CORRESPONDENCE DATA**

## **Fax Number:**

*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.*

**Phone:** 312.577.8574

**Email:** humberto.aquino@kattenlaw.com

**Correspondent Name:** HUMBERTO AQUINO C/O KATTEN MUCHIN

**Address Line 1:** 525 WEST MONROE STREET

**Address Line 4:** CHICAGO, ILLINOIS 60661

<b>NAME OF SUBMITTER:</b>	HUMBERTO AQUINO
<b>SIGNATURE:</b>	/HUMBERTO AQUINO/
<b>DATE SIGNED:</b>	07/28/2016

## **Total Attachments: 5**

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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 July 27, 2016, (this “**Agreement**”), among MILESTEK CORPORATION, a Delaware corporation, AICONICS, INC., a California corporation and L-COM, INC., a Massachusetts 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.

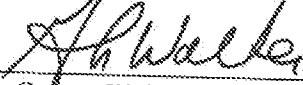
**SECTION 3. *Security Agreement.*** The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that 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.

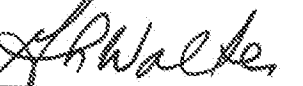
MILESTEK CORPORATION, as Grantor

By:   
Name: George Walter  
Title: Vice President, Treasurer and Secretary

AICONICS, INC., as Grantor

By:   
Name: George Walter  
Title: Vice President, Treasurer and Secretary

L-COM, INC., as Grantor

By:   
Name: George Walter  
Title: Vice President, Treasurer and Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (SECOND LIEN)]

**TRADEMARK**  
**REEL: 005843 FRAME: 0850**

ANTARES CAPITAL LP, as Administrative Agent

By: Ashley B. Medio

Name: Ashley Medio

Title: Duly Authorized Signatory

**SCHEDULE I**

**TRADEMARKS**

<b>REGISTERED OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
L-Com, Inc.	2697029	L-COM (BLOCK LETTERS)
	2900962	HYPERAMP
	2427960	HYPERLINK
	2416974	HYPERLINK (logo)
	3733850	L-COM
	3733851	L-COM
	3770323	L-COM
	3746280	L-COM
	3766767	L-COM
	3766804	L-COM
	4052356	HYPERGAIN
	4120705	HYPERLINK
	4117503	H (logo)
	4738352	HYPERLINK TECHNOLOGIES
MILESTEK CORPORATION	1791303	MILESTEK
	4628771	M MILESTEK
	4750530	MILESTEK
Aiconics Inc.	4517534	AICONICS
	4514001	AICONICS

**TRADEMARK APPLICATIONS**

None.