

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM425393

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Giga-tronics Incorporated		04/27/2017	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Partners for Growth V, L.P.		
Street Address:	1660 TIBURON BLVD.		
Internal Address:	SUITE D		
City:	TIBURON		
State/Country:	CALIFORNIA		
Postal Code:	94920		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76589683	AUTOMATION XPRESS	
CORRESPONDENCE DATA			
Fax Number:	4157385371		
<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:	4154653283		
Email:	ben@greenspan-law.com		
Correspondent Name:	Benjamin Greenspan		
Address Line 1:	620 Laguna Rd		
Address Line 4:	Mill Valley, CALIFORNIA 94941		
NAME OF SUBMITTER:	Benjamin Greenspan		
SIGNATURE:	/bg/		
DATE SIGNED:	04/27/2017		
Total Attachments: 2			
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TRADEMARK COLLATERAL AGREEMENT AND NOTICE

This Trademark Collateral Agreement and Notice dated as of April 27, 2017 ("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 V, L.P., 1660 Tiburon Blvd., Suite D, Tiburon, CA 94920 ("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


Chief Executive Officer

By


Secretary

Assignee:

PARTNERS FOR GROWTH V, L.P.

By



Name:



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

EXHIBIT 1

Giga-tronics Incorporated

Trademark Schedule

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