

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM425628

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Transtector Systems, Inc.		05/01/2017	Corporation: DELAWARE
Radio Waves, Inc.		05/01/2017	Corporation: MASSACHUSETTS
Kaelus, Inc.		05/01/2017	Corporation: COLORADO

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: 17

Property Type	Number	Word Mark
Registration Number:	4576188	KAELUS
Registration Number:	3972445	THE LEADER IN MICROWAVE ANTENNA INNOVATI
Registration Number:	2567026	RADIOWAVES
Registration Number:	4756243	ATAC
Registration Number:	3423493	SPIKEGUARD
Registration Number:	3424634	GX
Registration Number:	3072607	BGX
Registration Number:	3009251	IX
Registration Number:	3003240	DGX
Registration Number:	2792506	P
Registration Number:	2583726	I2R SERIES
Registration Number:	2514639	POLYPHASER
Registration Number:	1890835	POLYPHASER
Registration Number:	0861312	TRANSTECTOR
Registration Number:	1917177	DYNA-SYSTEM
Registration Number:	2377471	LEA
Registration Number:	3059543	POWERVANTAGE

TRADEMARK

CORRESPONDENCE DATA**Fax Number:** 3129021061

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: 312.577.8034**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

ATTORNEY DOCKET NUMBER:	387132-220 (First Lien)
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NAME OF SUBMITTER:	Oscar Ruiz
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SIGNATURE:	/Oscar Ruiz/
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DATE SIGNED:	05/01/2017
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of May 1, 2017, (this “**Agreement**”), among Transtector Systems, Inc., a Delaware corporation, Radio Waves, Inc., a Massachusetts corporation, and KAEUS, INC., a Colorado 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 First 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**”), by and among Infinite Electronics, Inc. (f/k/a Infinite RF Holdings, Inc.), a Delaware corporation (as successor by merger to Wave Holdco Merger Sub, Inc.) (“**Holdings**”), Pasternack Enterprises, Inc., a Delaware corporation (as successor by merger to Wave Merger Sub II, Inc.) (“**Pasternack**”), Fairview Microwave, Inc., a Delaware corporation (as successor by merger to Wave Merger Sub III, Inc.) (“**Fairview**”), L-com, Inc., a Massachusetts corporation (“**L-com**”, and together with Pasternack and Fairview, the “**Borrowers**”), and the other Grantors (as defined therein) from time to time party thereto and Antares Capital LP (“**Antares**”), in its capacities as administrative agent and as collateral agent for the Secured Parties (in such capacities, the “**Administrative Agent**”). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the First 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.

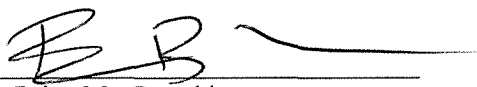
[Signature Pages Follow]

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

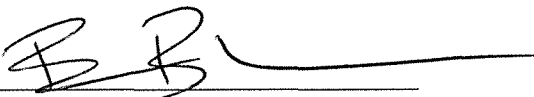
TRANSTECTOR SYSTEMS, INC.,
as Grantor

By: 
Name: Brian MacDonald
Title: Vice President, Treasurer and Secretary

RADIO WAVES, INC.,
as Grantor

By: 
Name: Brian MacDonald
Title: Vice President, Treasurer and Secretary

KAEUS, INC.,
as Grantor

By: 
Name: Brian MacDonald
Title: Vice President, Treasurer and Secretary

ANTARES CAPITAL, LP,
as Administrative Agent

By: 
Name: Ashley Medio
Title: Duly Authorized Signatory

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
KAELUS, INC.	4576188	KAELUS
Radio Waves, Inc.	3972445	THE LEADER IN MICROWAVE ANTENNA INNOVATION
	2567026	RADIOWAVES
Transtector Systems, Inc.	4756243	ATAC
	3423493	SPIKEGUARD
	3424634	GX
	3072607	BGX
	3009251	IX
	3003240	DGX
	2792506	P
	2583726	I2R SERIES
	2514639	POLYPHASER
	1890835	POLYPHASER
Transtector Systems, Inc. ²	0861312	TRANSTECTOR ¹
	1917177	DYNA-SYSTEM
	2377471	LEA
	3059543	POWERVANTAGE

TRADEMARK APPLICATIONS

None.

¹ Trademark 0861312 has been registered with "Franstector Systems, Inc." showing as the registered owner. This is a clerical error made by the United States Patent and Trademark Office ("USPTO") and the correct registered owner should be Transtector Systems, Inc. Transtector Systems, Inc. has instructed local counsel to submit a request to the USPTO to correct this clerical error and local counsel are in the process of submitting such request. Additionally, there is currently a lien recorded against this mark in favor of Finovia Capital Corporation ("FCC").

² The registered owner of these marks according to the USPTO's records is "L.E.A. International, Inc." The ownership record with respect to these marks will be updated following closing to note Transtector Systems, Inc. as the registered owner.