

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM426975

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900404691		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MI TECHNOLOGIES, LLC		05/02/2017	Limited Liability Company: DELAWARE
NEARFIELD SYSTEMS INC.		05/02/2017	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	SunTrust Bank		
Street Address:	3333 Peachtree Road		
Internal Address:	3rd Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5060546	ANTENNAVIZ	
Registration Number:	2259317	MI TECHNOLOGIES	
CORRESPONDENCE DATA			
Fax Number:	4048738501		
<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:	404 873 8500		
Email:	trademarks@agg.com		
Correspondent Name:	Arnall Golden Gregory LLP		
Address Line 1:	171 17TH STREET NW		
Address Line 2:	SUITE 2100		
Address Line 4:	Atlanta, GEORGIA 30363		
ATTORNEY DOCKET NUMBER:	14686.248		
NAME OF SUBMITTER:	Mary Frances Stirling		
SIGNATURE:	/Mary Frances Stirling/		
DATE SIGNED:	05/10/2017		

Total Attachments: 5

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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 2, 2017, is made by NEARFIELD SYSTEMS INC., a California corporation, and MI TECHNOLOGIES, LLC, a Delaware limited liability company (each individually and collectively, the “Grantor”), in favor of SunTrust Bank, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties and for the banks and other financial institutions (the “Lenders”) from time to time parties to the Revolving Credit and Term Loan Agreement, dated as of May 2, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among NSI-MI TECHNOLOGIES, LLC, a Delaware limited liability company (the “Borrower”), the lenders from time to time parties thereto, the issuing bank thereunder and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the “Trademark Collateral”):

- (i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary actions in connection with its Trademarks and Trademarks Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Georgia.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

GRANTOR:

NEARFIELD SYSTEMS INC., a California corporation

By: Charles R. Smith III

Name: Charles R. Smith, III

Title: Assistant Secretary

MI TECHNOLOGIES, LLC, a Delaware limited liability company

By: Charles R. Smith III

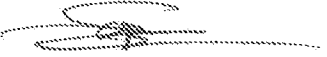
Name: Charles R. Smith, III

Title: Chief Financial Officer, Executive Vice President, Treasurer and Assistant Secretary

[Signatures Continue on the Following Page]

ACCEPTED AND AGREED
as of the date first above written:

SUNTRUST BANK
as Administrative Agent

By: 

Name: *J.C. Boyanton*
Title: *Senior Vice President*

SCHEDULE 1

TRADEMARK	Application/Reg. No.	REG./APP. DATE	OWNER	STATUS/Next Deadline
AntennaViz	Reg. No. 5060546	October 11, 2016	Nearfield Systems Incorporated	Registered Sec. 8 Affidavit due 10/11/22
MI Technologies Logo	Reg. No. 2259317	July 6, 1999	Microwave Instrumentation Technologies, LLC	Registered Renewal due – 7/6/19