

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM477856

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Infinite Electronics International, Inc. (f/k/a Pasternack Enterprises, Inc.)		06/08/2018	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: 4			
Property Type	Number	Word Mark	
Registration Number:	5377257	RF INSTITUTE	
Serial Number:	87507838	PASTERNAK	
Serial Number:	87507834	PE PASTERNAK THE ENGINEER'S RF SOURCE	
Serial Number:	87507827	PE	
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		
ATTORNEY DOCKET NUMBER:	387132-220		
NAME OF SUBMITTER:	Oscar Ruiz		
SIGNATURE:	/Oscar Ruiz/		
DATE SIGNED:	06/13/2018		
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 SUPPLEMENT

This TRADEMARK SECURITY AGREEMENT SUPPLEMENT is entered into as of June 8, 2018, this “**Trademark Security Agreement Supplement**”), between Infinite Electronics International, Inc. (f/k/a Pasternack Enterprises, Inc.), a Delaware corporation and successor by merger to Fairview Microwave, Inc., a Delaware corporation, (the “**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 Grantor 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 Infinite Electronics, Inc., a Delaware corporation and successor by merger to Wave Holdco Merger Sub, Inc., a Delaware corporation, as a guarantor, the Grantor, as successor by merger to each of Fairview Microwave, Inc., a Delaware corporation, KAELUS, INC., a Colorado corporation, Radio Waves, Inc., a Massachusetts corporation, Transtector Systems, Inc., a Delaware corporation, Aiconics, Inc., a California corporation, Connector Holdings, Inc., a Delaware corporation, Milestek Corporation, a Delaware corporation, and MTek Acquisition Corporation, a Delaware corporation, as the sole remaining borrower thereunder, the Lenders from time to time party thereto (the “**Lenders**”) and Antares, in its capacities as administrative agent and as collateral agent for the Lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Second Lien Credit Agreement, the Grantor and the Administrative Agent have entered into that certain Trademark 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 “**Trademark Security Agreement**”). Under the terms of the Security Agreement, the Grantor has granted to the Administrative Agent for the benefit of the Secured Parties as security interest in the Additional Trademark Collateral (as defined below) and have agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this Trademark Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

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

SECTION 1. **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, the 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 the Grantor and regardless of where located (collectively, the “**Additional Trademark Collateral**”):

A. the 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 such Trademark registrations and registration applications;

C. all assets, rights and interests that uniquely reflect or embody such Trademark registrations and registration applications;

D. the right to sue third parties for past, present and future infringements or dilutions of such Trademark registrations and registration applications; and

E. all proceeds of and rights associated with the foregoing;

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

SECTION 2. *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. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Additional 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 Trademark Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 3. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 4. *Counterparts.* This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall become effective when the Administrative Agent shall have received a counterpart of this Agreement that bears the signature of the Grantor and the Administrative Agent has executed a counterpart hereof. Delivery of an executed signature page to this Agreement by facsimile transmission or by email as a “.pdf” or “.tiff” attachment shall be as effective as delivery of a manually signed counterpart of this Agreement.

[Signature Pages Follow]

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

INFINITE ELECTRONICS INTERNATIONAL, INC.

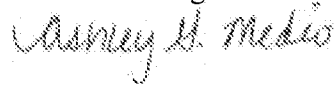
By: Scott Rosner

Name: Scott Rosner
Title: Chief Financial Officer,
Executive President of Finance
and Secretary

[Signature Page to Supplement to Trademark Security Agreement (Second Lien)]

TRADEMARK
REEL: 006352 FRAME: 0005

ANTARES CAPITAL LP,
as Administrative Agent



By: _____

Name: Ashley G. Medio

Title: Its Duly Authorized Signatory

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Infinite Electronics International, Inc.	5,377,257	RF INSTITUTE

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO.	TRADEMARK
Infinite Electronics International, Inc.	87507838	PASTERNAK
Infinite Electronics International, Inc.	87507834	PE PASTERNAK THE ENGINEER'S RF SOURCE
Infinite Electronics International, Inc.	87507827	PE