

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM540960

<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>
Bay Electronic Support Tronics Inc.		09/16/2019	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TD Bank, National Association		
<b>Street Address:</b>	300 Franklin Street		
<b>City:</b>	Manchester		
<b>State/Country:</b>	NEW HAMPSHIRE		
<b>Postal Code:</b>	03101		
<b>Entity Type:</b>	national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4559401	BUILT IN THE VALLEY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8669471121		
<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>			
<b>Phone:</b>	585-263-1000		
<b>Email:</b>	nytm@nixonpeabody.com		
<b>Correspondent Name:</b>	Kristen M. Walsh, Nixon Peabody LLP		
<b>Address Line 1:</b>	1300 Clinton Square		
<b>Address Line 4:</b>	Rochester, NEW YORK 14604		
<b>ATTORNEY DOCKET NUMBER:</b>	723337-88		
<b>NAME OF SUBMITTER:</b>	Kristen Mollnow Walsh		
<b>SIGNATURE:</b>	/kristenmollnowwalsh/		
<b>DATE SIGNED:</b>	09/16/2019		
<b>Total Attachments: 6</b>			
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is made this 16<sup>th</sup> day of September 2019, by and between BAY ELECTRONIC SUPPORT TRONICS INC. (the “**Grantor**”), and TD BANK, NATIONAL ASSOCIATION, a national banking association (the “**Lender**”).

All capitalized terms not defined in this Trademark Security Agreement but defined in that certain Guarantee and Security Agreement, dated as of September 16, 2019 (including all annexes, exhibits or schedules thereto, all as the same may be amended, restated, supplemented or otherwise modified, from time to time, the “**Guarantee and Security Agreement**”), by and among (a) DATA ELECTRONIC DEVICES, INC., a New Hampshire corporation (hereinafter sometimes referred to as either “**Data Ed**” or a “**Borrower**”), (b) BAY ELECTRONIC SUPPORT TRONICS, INC., a California corporation (hereinafter sometimes referred to as either “**Bestronics**” or a “**Borrower**”) (Data Ed and Bestronics are hereinafter sometimes referred to collectively as the “**Borrowers**”), (c) MEGATRONICS U.S. INTERMEDIATE HOLDCO, LLC, a Delaware limited liability company (the “**U.S. Parent Guarantor**”), (d) the U.S. Subsidiary Guarantors who are from time to time parties hereto (the U.S. Parent Guarantor, the U.S. Subsidiary Guarantors and the Borrowers are hereinafter sometimes referred to collectively as the “**U.S. Loan Parties**” and each singly as a “**U.S. Loan Party**”) and (e) the Lender, shall have the meanings given to such terms in the Guarantee and Security Agreement.

### Preliminary Statements:

A. Each of the U.S. Loan Parties (including the Grantor) has requested that the Lender enter into the Credit Agreement and to make certain Loans and the extensions of credit to or for the benefit of the Borrowers, as provided for therein; and

B. Each of the U.S. Loan Parties (including the Grantor) are engaged in related or complimentary businesses, and will derive substantial direct and indirect benefits from the Lender make such Loans and other extensions of credit to or for the benefit of the Borrowers; and

C. It is a condition precedent to the effectiveness of the Credit Agreement and the other Financing Documents and to the obligation of the Lender to make such Loans and other extensions of credit to or for the benefit of the Borrowers that the Grantor enter into this Agreement;

NOW, THEREFORE, in order to induce the Lender to enter into the Credit Agreement and the other Financing Documents and to make such Loans and other extensions of credit to or for the benefit of the Borrowers, and in consideration thereof and in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Grantor hereby agrees with the Lender as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guarantee and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guarantee and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to the Lender to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of the Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantor to the Lender whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving the Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Lender pursuant to the Guarantee and Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guarantee and Security Agreement, the Guarantee and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new registrable Trademarks, the provisions of this Trademark Security Agreement shall

automatically apply thereto. The Grantor shall give prompt notice in writing to the Lender with respect to any such new trademark rights. Without limiting the Grantor's obligations under this Section, the Grantor hereby authorizes the Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new registrable Trademarks of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.


6. COUNTERPARTS. This Trademark Security Agreement is a Financing Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER, SET FORTH IN SECTION Error! Reference source not found. OF THE GUARANTEE AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

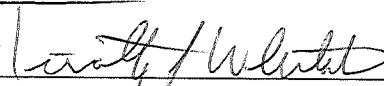
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written

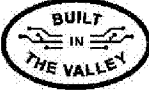
BAY ELECTRONIC SUPPORT TRONICS INC.

By:   
Name: Vic Giglio  
Title: Chief Executive Officer

TD BANK, N.A.

By:   
Name: Timothy J. Whittaker  
Title: Director

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**Trademark Registrations/Applications**

Trademark	Goods and Services	Current Owner	Reg. No.	Reg. Date
 The logo is an oval shape with the words "BUILT" at the top, "IN" in the middle, and "THE VALLEY" at the bottom. There are stylized wavy lines representing a valley between "IN" and "THE VALLEY".	INT. CL. 40 FOR MANUFACTURING SERVICES FOR OTHERS IN THE FIELD OF ELECTRONICS, IN CLASS 40	Bay Electronic Support Tronics Inc.	4559401	July 1, 2014