

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM571500

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blonder Tongue Laboratories, Inc.		04/07/2020	Corporation: DELAWARE
R.L. Drake Holdings, LLC		04/07/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MidCap Business Credit LLC		
Street Address:	433 South Main Street		
City:	West Hartford		
State/Country:	CONNECTICUT		
Postal Code:	06110		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76604375	DRAKE	
CORRESPONDENCE DATA			
Fax Number:	6173453299		
<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:	617 345 3000		
Email:	trademarks@burnslev.com		
Correspondent Name:	Deborah J. Peckham, Burns & Levinson LLP		
Address Line 1:	125 High Street		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	48974.17		
NAME OF SUBMITTER:	Deborah J Peckham		
SIGNATURE:	/Deborah J Peckham/		
DATE SIGNED:	04/10/2020		
Total Attachments: 8			
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FIRST AMENDMENT TO PATENT AND TRADEMARK SECURITY AGREEMENT

This FIRST AMENDMENT TO PATENT AND TRADEMARK SECURITY AGREEMENT (this "Amendment"), dated as of April 7, 2020, is made by and among BLONDER TONGUE LABORATORIES, INC., a Delaware corporation (together with its successors and permitted assigns, "Parent"), R. L. DRAKE HOLDINGS, LLC, a Delaware limited liability company (together with its permitted successors and assigns, "Drake"), and MidCap Business Credit LLC, a Texas limited liability company (the "Secured Party"), having a business location at 433 South Main Street, West Hartford, Connecticut 06110. Each of Parent and Drake are individually and collectively referred to herein as "Debtor".

WITNESSETH:

WHEREAS, Secured Party and Debtor entered into that certain Patent and Trademark Security Agreement, dated as of October 25, 2019 (the "Security Agreement"), recorded in the U.S. Patent and Trademark Office at Reel 6794, Frame 0060 (as to trademarks) and at Reel 050977, Frame 0968 (as to patents);

WHEREAS, Secured Party and Debtor have agreed to amend the Security Agreement in order to supplement Exhibit A thereto to add additional Patents to such Exhibit A;

NOW THEREFORE, in consideration of the promises, the parties hereto, intending to be legally bound, hereby covenant and agree as follows:

1. Amendment to the Security Agreement.
 - a) Exhibit A to the Security Agreement shall be amended and restated and included in the Security Agreement, by this Amendment, as set forth in Exhibit A attached hereto.
 - b) Exhibit B to the Security Agreement shall be amended and restated and included in the Security Agreement, by this Amendment, as set forth in Exhibit B attached hereto.

2. Miscellaneous.
 - a) Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.
 - b) Counterparts. This Amendment may be executed in any number of counterparts and by the parties hereto on 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 instrument. Delivery of an executed counterpart of a signature page of this Amendment by facsimile or other electronic

communication (including via email or PDF) shall be effective as delivery of a manually executed counterpart of this Amendment.

- c) Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without regard to conflict of law provisions.
- d) Continuing Effect. Except as otherwise specifically set forth herein, the provisions of the Security Agreement shall remain in full force and effect. The Debtor hereby reaffirms its grant of the Security Interest in the Patents and Trademarks, as amended hereby. It is mutually agreed that the Security Agreement, as modified, shall continue with the same priority interest as initially filed and that the Obligations and Security Interest and all covenants and agreements thereof and the rights of parties thereunder shall remain in full force and effect, except as herein expressly modified.

[Remainder of page intentionally left blank]

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

DEBTOR:

BLONDER TONGUE LABORATORIES, INC.

By:  _____

Name: Eric Skolnik

Title: Senior Vice President and Chief Financial Officer

R. L. DRAKE HOLDINGS, LLC

By:  _____

Name: Eric Skolnik

Title: Senior Vice President and Chief Financial Officer

SECURED PARTY:

MIDCAP BUSINESS CREDIT LLC

By _____

Name: Steven A. Samson

Title: President

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

DEBTOR:

BLONDER TONGUE LABORATORIES, INC.

By: _____
Name: Eric Skolnik
Title: Senior Vice President and Chief Financial Officer

R. L. DRAKE HOLDINGS, LLC

By: _____
Name: Eric Skolnik
Title: Senior Vice President and Chief Financial Officer

SECURED PARTY:

MIDCAP BUSINESS CREDIT LLC

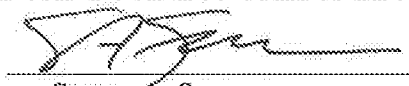
By:  _____
Name: Steven A. Samson
Title: President

EXHIBIT A

ISSUED PATENTS

None.

PENDING PATENT APPLICATIONS

<u>Country</u>	<u>App No Filing Date</u>	<u>Title</u>	<u>Publication Date</u>	<u>Publication No.</u>
PCT	PCT/US2017/055342 10/5/2017	International Networking Modules for Display Systems	4/11/2019	WO 2019/070283A1
USA	15/722,643 10/2/2017	Enterprise Content Gateway	10/4/2018	US20180288829
Australia	2017407363 10/2/2019	Enterprise Content Gateway		AU2017407363
Canada	3058156 9/26/2019	Enterprise Content Gateway		CA3058156
EPO	17903385.7 10/23/2019	Enterprise Content Gateway	2/5/2020	EP3602314
USA	16/580,180 9/24/2019	Networking Modules for Display Systems	1/16/2020	US2020/0021874

PATENT LICENSES

The following are the patent licenses which Parent is a party:

<u>Licensor</u>	<u>Description</u>
Moonbeam LLC	Patent Purchase Agreement (with license back to Blonder Tongue)
CableLabs	CableCARD Software Keys
Dolby Laboratories Licensing Corp	Dolby Trademark
Digital Content Protection	HDCP License Agreement
Digital Transmission Licensing Admin	DTCP license
HDMI	HDMI
LG Electronics	Pro:Idiom content protection
Motion Picture Experts Group	MPEG-2 Systems Patent Portfolio License
Via Licensing Corporation	AAC Patent License Agreement
ViXS	Development Kit License Agreement; Technical Support Agreement
Commsonic LTD	Developer License Agreement
Verimatrix	Master Integration Agreement
Broadcom	Software License Agreement
RDK Management	Software License Agreement

Miscellaneous shrink wrap software licenses

The Company also from time to time licenses technology from third parties that may not be subject to an underlying patent, but rather constitutes trade secret information of the licensor.

The following are the patent licenses which R. L. Drake Holdings, LLC ("Drake") is a party:

ATSC Patent Portfolio License dated April 30, 2008 by and between MPEG LA, LLC (as licensor) and Drake (as licensee) and the ATSC non-assert document offered on behalf of Zenith Electronics dated April 13, 2010.

AVC Patent Portfolio License dated April 30, 2008 by and between MPEG LA, LLC (as licensor) and Drake (as licensee).

MPEG-2 Patent Portfolio License dated September 14, 2009 by and between MPEG LA, LLC (as licensor) and Drake (as licensee).

DFAST Technology License Agreement for Non-Portable (Cable Operator-Purchased) Devices dated July 20, 2009 by and between Cable Television Laboratories, Inc. (as licensor) and Drake (as licensee).

Dolby Laboratories System License Agreement dated May 28, 2009 by and between Dolby Laboratories Licensing Corporation (as licensor) and Drake (as licensee).

EXHIBIT B

**UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS
REGISTRATIONS**

I. PARENT

None.

II. DRAKE

None.

COUNTRY	MARK	SERIAL NO.	REG. DATE/ REG. NO.
USA	DRAKE	76604375	09/20/2005 / 2996788
Italy		349,155	
France		1406111	
Switzerland		P288,683	
Norway		101980	
Lebanon		68262	
Bahrain		Tm17974	
Canada		TMA318883	

APPLICATIONS

None.

COLLECTIVE MEMBERSHIP MARKS

None.

UNREGISTERED MARKS

I. PARENT

Mark	Description
“BLONDER TONGUE” (block letters)	Company logo
“BT” (with design)	Company logo
BIDA	Distribution amplifiers or “Broadband Indoor Distribution Amplifier”; 1986
AP	AP series Agile heterodyne Processors; 1992
AM	Agile audio/video Modulator; 1992
MICM	Channelized Audio/Video Modulator; 1996
ACA	Distribution amplifiers or “Apartment Complex Amplifier”; 1986
NeXgen Gateway	Enterprise Content Gateway
NXG	Abbreviation for NeXgen Gateway
BT Cryptolink	Encryption Module for IP Decoding
Cryptolink	Encryption Module for IP Decoding
Clearview	Transcoder
NXG-View	Blade to oversee all working blades for the NeXgen Gateway
NXG-BTCRYPT	Provides AES-128 Encryption

II. DRAKE

Mark	Description
“R. L. Drake”	Company logo
“Drake”	Company logo
Trailblazer	Transmitters, receivers, fiber optic broadband links; 2000
Drake Canada	Fiber optic telecommunications line; 2000
Drake Digital	Distribution amplifiers or “Broadband Indoor Distribution Amplifier”; 1986