

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM629507

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
INFINITE ELECTRONICS INTERNATIONAL, INC.		03/02/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	JEFFERIES FINANCE LLC
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 58

Property Type	Number	Word Mark
Registration Number:	3733851	L-COM
Registration Number:	2900962	HYPERAMP
Registration Number:	4738352	HYPERLINK TECHNOLOGIES
Registration Number:	1791303	MILESTEK
Registration Number:	4052356	HYPERGAIN
Registration Number:	4120705	HYPERLINK
Registration Number:	4750530	MILESTEK
Registration Number:	2697029	L-COM
Registration Number:	4517534	AICONICS
Registration Number:	2416974	
Registration Number:	2427960	HYPERLINK
Registration Number:	3733850	L-COM
Registration Number:	3746280	L-COM
Registration Number:	3766804	L-COM
Registration Number:	4208649	ECORE CABLES
Registration Number:	4629237	RF-OPEDIA
Registration Number:	4514001	AICONICS
Registration Number:	5573610	SHOW ME CABLES

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	6212595	L-COM
Registration Number:	6212596	L-COM
Registration Number:	6079436	POLYPHASER
Registration Number:	6037294	INFINITE
Registration Number:	6037295	F. FAIRVIEW MICROWAVE
Registration Number:	6047717	TRANSTECTOR
Registration Number:	6047718	RADIOWAVES
Registration Number:	2377077	PASTERNAK ENTERPRISES
Registration Number:	3072607	BGX
Registration Number:	3316756	PE
Registration Number:	3316771	PE
Registration Number:	3316874	WWW.PASTERNAK.COM
Registration Number:	3316975	PASTERNAK
Registration Number:	3867976	PASTERNAK
Registration Number:	3893062	FAIRVIEW MICROWAVE
Registration Number:	4628771	M MILESTEK
Registration Number:	5119111	F.
Registration Number:	5506379	PE
Registration Number:	5377257	RF INSTITUTE
Registration Number:	5506380	PE PASTERNAK THE ENGINEER'S RF SOURCE
Registration Number:	5506381	PASTERNAK
Registration Number:	6188281	MILESTEK
Registration Number:	0861312	TRANSTECTOR
Registration Number:	1890835	POLYPHASER
Registration Number:	2514639	POLYPHASER
Registration Number:	2567026	RADIOWAVES
Registration Number:	2583726	I2R SERIES
Registration Number:	2792506	P
Registration Number:	3003240	DGX
Registration Number:	3009251	IX
Registration Number:	3423493	SPIKEGUARD
Registration Number:	3972445	THE LEADER IN MICROWAVE ANTENNA INNOVATI
Registration Number:	3424634	GX
Registration Number:	4756243	ATAC
Registration Number:	1917177	DYNA-SYSTEM
Registration Number:	2377471	LEA
Registration Number:	3059543	POWERVANTAGE
Serial Number:	88629159	INC INSTALLS

Property Type	Number	Word Mark
Serial Number:	88629839	INC INSTALLS
Serial Number:	90170952	RF-OPEDIA

CORRESPONDENCE DATA

Fax Number:

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: (212) 701-3365
Email: ECarrera@cahill.com
Correspondent Name: Elaine Carrera
Address Line 1: 32 Old Slip
Address Line 2: Cahill Gordon & Reindel
Address Line 4: New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER:	1335739 TM C2
NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	03/03/2021

Total Attachments: 7
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SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of March 2, 2021 (this "Agreement"), between INFINITE ELECTRONICS INTERNATIONAL, INC. (the "Grantor") and JEFFERIES FINANCE LLC, as Second Lien Collateral Agent (in such capacity, the "Second Lien Collateral Agent").

Reference is hereby made to that certain Second Lien Credit Agreement, dated as of March 2, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), among INFINITE HOLDCO LLC, a Delaware limited liability company ("Holdings"), INFINITE BIDCO LLC, a Delaware limited liability company (the "Borrower"), the Lenders party thereto and JEFFERIES FINANCE LLC, as Second Lien Administrative Agent and Second Lien Collateral Agent, and that certain Second Lien Collateral Agreement, dated as of March 2, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien Collateral Agreement"), among Holdings, the Borrower, the Grantors (as defined in the Second Lien Collateral Agreement) from time to time party thereto and the Second Lien Collateral Agent (together with its successors and assigns). The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Second Lien Credit Agreement, and the obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of the Second Lien Collateral Agreement, pursuant to which the Grantor is required to execute and deliver this Agreement evidencing the Security Interest (as defined below) granted in, to and under the Trademark Collateral (as defined below). The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, 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 Second Lien Credit Agreement and the Second Lien Collateral Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Second Lien Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Second Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under all Trademarks, including those listed on Schedule I attached hereto (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any Trademark or Trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use Trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the Second Lien Collateral Agreement, upon the Termination Date, the security interest granted herein shall automatically terminate and be released, and the Second Lien Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Second Lien Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Second Lien Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Second Lien Collateral 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 Second Lien Collateral Agreement, the terms of the Second Lien Collateral Agreement shall govern.

SECTION 5. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, (i) the Liens and security interests granted to the Second Lien Collateral Agent pursuant to this Agreement are expressly subject and subordinate to the Liens and security interests granted in favor of the Senior Secured Parties (as defined in the First/Second Lien Intercreditor Agreement), including Liens and security interests granted to the First Lien Collateral Agent pursuant to the First Lien Credit Agreement and (ii) the exercise of any right or remedy by the Second Lien Collateral Agent hereunder is subject to the limitations and provisions of the First/Second Lien Intercreditor Agreement and the Second Lien Pari Passu Intercreditor Agreement, if and to the extent applicable and/or in effect. In the event of any conflict between the terms of the First/Second Lien Intercreditor Agreement, the terms of the Second Lien Pari Passu Intercreditor Agreement and the terms of this Agreement, the terms of the First/Second Lien Intercreditor Agreement and the Second Lien Pari Passu Intercreditor Agreement shall govern, as applicable.

SECTION 6. 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. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement. The words "execution," "signed," "signature" and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 7. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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

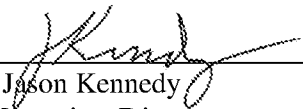
INFINITE ELECTRONICS INTERNATIONAL, INC., as Grantor

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

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 007209 FRAME: 0150

JEFFERIES FINANCE LLC, as Second Lien
Collateral Agent

By: 
Name: Jason Kennedy
Title: Managing Director

Schedule I

United States Registered and Applied-For Trademarks

Trademark	Application No. / Registration no.	Record Owner
L-COM	77/745,439 / 3733851	Infinite Electronics International, Inc.
HYPERAMP	75/681,391 / 2900962	Infinite Electronics International, Inc.
HYPERLINK TECHNOLOGIES	86/390,745 / 4738352	Infinite Electronics International, Inc.
MILESTEK	74/294,661 / 1791303	Infinite Electronics International, Inc.
HYPERGAIN	85/269,408 / 4052356	Infinite Electronics International, Inc.
HYPERLINK	85/269,403 / 4120705	Infinite Electronics International, Inc.
MILESTEK	86/211,255 / 4750530	Infinite Electronics International, Inc.
L-COM (BLOCK LETTERS)	76/126,247 / 2697029	Infinite Electronics International, Inc.
AICONICS	86/037,663 / 4517534	Infinite Electronics International, Inc.
HYPERLINK (logo)	75681237 / 2416974	Infinite Electronics International, Inc.
HYPERLINK	75682876 / 2427960	Infinite Electronics International, Inc.
L-COM	77745426 / 3733850	Infinite Electronics International, Inc.
L-COM	77745460 / 3746280	Infinite Electronics International, Inc.
L-COM	77798955 / 3766804	Infinite Electronics International, Inc.
Ecore Cables	85345340 / 4208649	Infinite Electronics International, Inc.
RF-OPEDIA	85811495 / 4629237	Infinite Electronics International, Inc.
AICONICS	86037662 / 4514001	Infinite Electronics International, Inc.
Show Me Cables	87691513 / 5573610	Infinite Electronics International, Inc.
INC Installs	88629159	Infinite Electronics International, Inc.
INC Installs	88629839	Infinite Electronics International, Inc.

Trademark	Application No. / Registration no.	Record Owner
L-COM	88674320 / 6212595	Infinite Electronics International, Inc.
L-COM	88674328 / 6212596	Infinite Electronics International, Inc.
POLYPHASER logo	88693590 / 6079436	Infinite Electronics International, Inc.
INFINITE (logo)	88693609 / 6037294	Infinite Electronics International, Inc.
F. FAIRVIEW MICROWAVE	88693612 / 6037295	Infinite Electronics International, Inc.
TRANSTECTOR and design	88695787 / 6047717	Infinite Electronics International, Inc.
RADIOWAVES and design	88695792 / 6047718	Infinite Electronics International, Inc.
PASTERNAK ENTERPRISES	75665549 / 2377077	Infinite Electronics International, Inc.
BGX	76627063 / 3072607	Infinite Electronics International, Inc.
PE	77103676 / 3316756	Infinite Electronics International, Inc.
PE	77103988 / 3316771	Infinite Electronics International, Inc.
WWW.PASTERNAK.COM	77110063 / 3316874	Infinite Electronics International, Inc.
PASTERNAK	77127381 / 3316975	Infinite Electronics International, Inc.
PASTERNAK	77505106 / 3867976	Infinite Electronics International, Inc.
FAIRVIEW MICROWAVE	85018761 / 3893062	Infinite Electronics International, Inc.
M MILESTEK	86243028 / 4628771	Infinite Electronics International, Inc.
F.	87055111 / 5119111	Infinite Electronics International, Inc.
PE	87507827 / 5506379	Infinite Electronics International, Inc.
RF INSTITUTE	87507831 / 5377257	Infinite Electronics International, Inc.
PE PASTERNAK THE ENGINEER'S RF SOURCE	87507834 / 5506380	Infinite Electronics International, Inc.
PASTERNAK	87507838 / 5506381	Infinite Electronics International, Inc.
MILESTEK	88695802 / 6188281	Infinite Electronics International, Inc.

Trademark	Application No. / Registration no.	Record Owner
RF-OPEDIA	90170952	Infinite Electronics International, Inc.
TRANSECTOR	72277809 / 0861312	Infinite Electronics International, Inc.
POLYPHASER	74392890 / 1890835	Infinite Electronics International, Inc.
POLYPHASER	76083639 / 2514639	Infinite Electronics International, Inc.
RADIOWAVES	76166641 / 2567026	Infinite Electronics International, Inc.
I2R SERIES	76210939 / 2583726	Infinite Electronics International, Inc.
P	76401386 / 2792506	Infinite Electronics International, Inc.
DGX	76531053 / 3003240	Infinite Electronics International, Inc.
IX	76588209 / 3009251	Infinite Electronics International, Inc.
SPIKEGUARD	77028063 / 3423493	Infinite Electronics International, Inc.
THE LEADER IN MICROWAVE ANTENNA INNOVATION	77943727 / 3972445	Infinite Electronics International, Inc.
GX	78908518 / 3424634	Infinite Electronics International, Inc.
ATAC	85561099 / 4756243	Infinite Electronics International, Inc.
DYNA- SYSTEM	74327969 / 1917177	Infinite Electronics International, Inc.
LEA	75785654 / 2377471	Infinite Electronics International, Inc.
POWERVANTAGE	78389356 / 3059543	Infinite Electronics International, Inc.