

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM692746

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NARDA HOLDINGS, INC.		12/06/2021	Corporation:
RECEIVING PARTY DATA			
Name:	Barings Finance LLC, as Administrative Agent		
Street Address:	300 South Tryon Street, Suite 2500		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4891228	EXACTBEAM	
Registration Number:	5623003	L3 NARDA MITEQ	
Registration Number:	603544	NARDA	
Registration Number:	1686196	NARDALERT	
Registration Number:	2622929	MITEQ	
Registration Number:	2622953	MITEQ	
Registration Number:	4627130	EXACTBEAM	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	34632-31160		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		

CH \$190.00 4891228

DATE SIGNED:	12/06/2021
Total Attachments: 6 source=Narda - Intellectual Property Security Agreement [Executed] 275284308_1#page1.tif source=Narda - Intellectual Property Security Agreement [Executed] 275284308_1#page2.tif source=Narda - Intellectual Property Security Agreement [Executed] 275284308_1#page3.tif source=Narda - Intellectual Property Security Agreement [Executed] 275284308_1#page4.tif source=Narda - Intellectual Property Security Agreement [Executed] 275284308_1#page5.tif source=Narda - Intellectual Property Security Agreement [Executed] 275284308_1#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of **December 6, 2021** (the “**Effective Date**”) between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **BARINGS FINANCE LLC**, as Administrative Agent for the Secured Parties (in such capacity, the “**Administrative Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of December 6, 2021 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Administrative Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Administrative Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined and more fully set forth in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Administrative Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Administrative Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following:

(a) All United States patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all registrations, provisional and applications referred to in **Schedule 1** hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and improvements described therein; (v) all rights to sue for past, present and future infringements thereof; and (vi) all Proceeds of the foregoing, including any royalties or income from the Patent Licenses and any and all payments, claims, damages and proceeds of suit (collectively, the “**Patents**”).

(b) All United States trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including any royalties or income from the Trademark Licenses and any and all payments, claims, damages and proceeds of suit (collectively, the “**Trademarks**”).

Section 2. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in 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 counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed 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 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. If any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor and the Administrative Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

NARDA HOLDINGS, INC.,
as a Grantor

A handwritten signature in dark ink, appearing to read "R. Benjamin Hatcher", is written over a horizontal line.

By: _____

Name: R. Benjamin Hatcher

Title: Treasurer and Assistant Secretary

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007521 FRAME: 0181

ACCEPTED AND AGREED:

BARINGS FINANCE LLC,
as Administrative Agent

By: 
Name: Stephen Jarvis
Title: Managing Director

[Signature Page to Intercompany Subordination Agreement]

TRADEMARK
REEL: 007521 FRAME: 0182

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

(a) Patents

Grantor	Patent	Application Number	File Date	Patent Number	Issue Date	Status
NARDA Holdings, Inc.	RACKMOUNTING SYSTEM FOR IMPROVING REDUNDANCY	11/705624	2/13/2007	7510090	3/31/2009	Granted
NARDA Holdings, Inc.	MICROWAVE SURFACE MOUNT HERMETICALLY SEALED PACKAGE AND METHOD OF FORMING THE SAME	12/016730	1/18/2008	7557431	7/7/2009	Granted
NARDA Holdings, Inc.	FIELD STRENGTH MEASURING DEVICE	29/268512	11/7/2006	D570235	6/8/2008	Granted
NARDA Holdings, Inc.	FIELD STRENGTH MEASURING PROBE	29/269206	11/21/2006	D575173	8/19/2008	Granted
NARDA Holdings, Inc.	MEASURING SATELLITE LINEARITY FROM EARTH USING A LOW DUTY CYCLE PULSED MICROWAVE SIGNAL	12/883146	9/15/2010	8391781	3/5/2013	Granted
NARDA Holdings, Inc.	DEVICE AND METHOD FOR DETECTING OPERATION OF MOTOR VEHICLES BY MONITORED INDIVIDUALS	10/898211	7/26/2004	7209808	4/24/2007	Granted

(b) Trademarks

Grantor	Trademark	Registration Number / Filing Date	Application Number / Filing Date	Status
NARDA Holdings, Inc.	EXACTBEAM	4891228 26-JAN-2016	86312344 17-JUN-2014	Registered
NARDA Holdings, Inc.	L3 NARDA MITEQ	5623003 04-DEC-2018	86593821 10-APR-2015	Registered
NARDA Holdings, Inc.	NARDA	603544 22-MAR-1955	71/649320 24-JUN-1953	Registered

Grantor	Trademark	Registration Number / Filing Date	Application Number / Filing Date	Status
NARDA Holdings, Inc.	NARDALERT	1686196 12-MAY-1992	74173983 06-JUN-1991	Registered
NARDA Holdings, Inc.	MITEQ	2622929 24-SEP-2002	76018103 01-APR-2000	Registered
NARDA Holdings, Inc.	MITEQ	2622953 24-SEP-2002	76029527 19-APR-2000	Registered
NARDA Holdings, Inc.	EXACTBEAM	4627130 28-OCT-2014	85959557 13-JUN-2013	Registered