

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM701968

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Benchmark Electronics, Inc.		12/21/2021	Corporation: TEXAS
Secure Communication Systems, Inc.		12/21/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America		
Street Address:	Gateway Village - 900 Building		
Internal Address:	900 W. Trade Street, NC1-026-06-04		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28225		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Registration Number:	2295309	AVEX	
Registration Number:	3285043	SENSESTAR	
Registration Number:	5305554	BENCHMARK	
Registration Number:	5305549	BENCHMARK ELECTRONICS	
Registration Number:	5320830	TACTICAL MICRO	
Registration Number:	5320831	TACTICAL MICRO	
Registration Number:	5439974	SMART ELECTRONICS	
Registration Number:	5348737	SMART ELECTRONICS	
Registration Number:	5320829	LARK ENGINEERING	
Registration Number:	4529119	LARK ENGINEERING	
Registration Number:	5199495	LE	
Registration Number:	5348738	SECURE TECHNOLOGY COMPANY	
Registration Number:	5348739	SECURE TECHNOLOGY COMPANY	
Registration Number:	5779117	LARK RF TECHNOLOGY	
Registration Number:	5791376	LARK RF TECHNOLOGY	
Registration Number:	5778649	LARK RF TECHNOLOGY	
Registration Number:	6013930	SECURE COMMUNICATION SYSTEMS	
		TRADEMARK	

OP \$715.00 2295309

Property Type	Number	Word Mark
Registration Number:	5865051	SECURE COMMUNICATION SYSTEMS
Registration Number:	6584406	BENCHMARK LARK TECHNOLOGY
Registration Number:	6203008	SECURE TECHNOLOGY
Registration Number:	6203030	SECURE TECHNOLOGY
Registration Number:	6203031	SECURE TECHNOLOGY
Serial Number:	87790432	PRECISION TECHNOLOGIES
Serial Number:	88789888	BENCHMARK SECURE TECHNOLOGY
Serial Number:	88789905	BENCHMARK PRECISION TECHNOLOGIES
Serial Number:	88789898	BENCHMARK LARK TECHNOLOGY
Serial Number:	90133020	WHEN IT MATTERS
Serial Number:	90975605	WHEN IT MATTERS

CORRESPONDENCE DATA

Fax Number: 8004043970

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: 713-223-2300

Email: docketing@bracewell.com

Correspondent Name: Constance Gall Rhebergen

Address Line 1: P.O. Box 61389

Address Line 4: Houston, TEXAS 77208-1389

NAME OF SUBMITTER:	Constance Gall Rhebergen
SIGNATURE:	/Constance Gall Rhebergen/
DATE SIGNED:	01/13/2022

Total Attachments: 6

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

Amended and Restated Trademark Security Agreement, dated as of December 21, 2021, by BENCHMARK ELECTRONICS, INC. and SECURE COMMUNICATION SYSTEMS, INC. (individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of BANK OF AMERICA, N.A., in its capacity as Administrative Agent pursuant to the Amended and Restated Credit Agreement (in such capacity, the “Administrative Agent”).

WITNESSETH:

WHEREAS, the Pledgors are party to a party to a letter agreement dated as of December 21, 2021 reaffirming the Security Agreement (as herein defined) (the “Reaffirmation”) and a Security Agreement dated as of July 20, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Administrative Agent pursuant to which the Pledgor is required to execute and deliver this Amended and Restated Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Amended and Restated Credit Agreement, the Pledgors hereby agree with the Administrative Agent as follows:

SECTION. 1 Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION. 2 Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION. 3 Security Agreement. The security interest granted pursuant to this Amended and Restated Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and reaffirmed pursuant to the Reaffirmation, and Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Amended and Restated Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION. 4 Termination. When either (a) the Facility Termination Date or (b) the Collateral Release Date has occurred, the Security Agreement shall automatically terminate and

the Administrative Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Amended and Restated Trademark Security Agreement.

SECTION. 5 Counterparts. This Amended and Restated Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Amended and Restated Trademark Security Agreement by signing and delivering one or more counterparts.

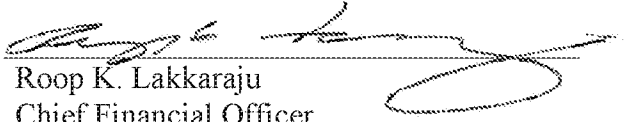
SECTION. 6 Governing Law. This Amended and Restated Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Amended and Restated Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Amended and Restated Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

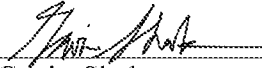
Very truly yours,

BENCHMARK ELECTRONICS, INC.
SECURE COMMUNICATION SYSTEMS,
INC.

By: 
Roop K. Lakkaraju
Chief Financial Officer

AGREED TO AND ACCEPTED:

BANK OF AMERICA, N.A.,
as Administrative Agent

By:  _____
Gavin Shak
Assistant Vice President;
Agency Management Officer

**SCHEDULE I
TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

Trademark Registrations:

Owner	Registration Number	Trademark
Benchmark Electronics, Inc.	2295309	AVEX
Benchmark Electronics, Inc.	3285043	SENSESTAR
Benchmark Electronics, Inc.	5305554	BENCHMARK (Word)
Benchmark Electronics, Inc.	5305549	BENCHMARK ELECTRONICS (STANDARD CHARACTER MARK)
Benchmark Electronics, Inc.	5320830	TACTICAL MICRO (STYLIZED/DESIGN)
Benchmark Electronics, Inc.	5320831	TACTICAL MICRO (STANDARD CHARACTER MARK)
Benchmark Electronics, Inc.	5439974	SMART ELECTRONICS (STANDARD CHARACTER MARK)
Benchmark Electronics, Inc.	5348737	SMART ELECTRONICS (STYLIZED/DESIGN)
Benchmark Electronics, Inc.	5320829	LARK ENGINEERING (STYLIZED/DESIGN)
Benchmark Electronics, Inc.	4529119	LARK ENGINEERING (STANDARD CHARACTER MARK)
Benchmark Electronics, Inc.	5199495	LE
Benchmark Electronics, Inc.	5348738	SECURE TECHNOLOGY COMPANY (STANDARD CHARACTER MARK)
Benchmark Electronics, Inc.	5348739	SECURE TECHNOLOGY COMPANY (STYLIZED/DESIGN)
Benchmark Electronics, Inc.	5779117	LARK RF TECHNOLOGY (STYLIZED/DESIGN)
Benchmark Electronics, Inc.	5791376	LARK RF TECHNOLOGY (Word)
Benchmark Electronics, Inc.	5778649	LARK RF TECHNOLOGY (STYLIZED/DESIGN)

Owner	Registration Number	Trademark
Benchmark Electronics, Inc.	6013930	SECURE COMMUNICATION SYSTEMS (STYLIZED/DESIGN)
Benchmark Electronics, Inc.	5865051	SECURE COMMUNICATION SYSTEMS (Word)
Benchmark Electronics, Inc.	6584406	BENCHMARK LARK TECHNOLOGY (Word)
Benchmark Electronics, Inc.	6203008	SECURE TECHNOLOGY (STYLIZED/DESIGN)
Benchmark Electronics, Inc.	6203030	SECURE TECHNOLOGY (Word)
Benchmark Electronics, Inc.	6203031	SECURE TECHNOLOGY (STYLIZED/DESIGN)

Trademark Applications:

Owner	Application Number	Trademark
Benchmark Electronics, Inc.	87790432	PRECISION TECHNOLOGIES (STYLIZED/DESIGN)
Benchmark Electronics, Inc.	88789888	BENCHMARK SECURE TECHNOLOGY (Word)
Benchmark Electronics, Inc.	88789905	BENCHMARK PRECISION TECHNOLOGIES (Word)
Benchmark Electronics, Inc.	88789898	BENCHMARK LARK TECHNOLOGY (Word)
Benchmark Electronics, Inc.	90133020	WHEN IT MATTERS (Word)
Benchmark Electronics, Inc.	90975605	WHEN IT MATTERS (Word)