

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM725814

<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>
Military Parts Exchange LLC		05/03/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FIRSTBANK PUERTO RICO		
<b>Doing Business As:</b>	FIRSTBANK FLORIDA		
<b>Street Address:</b>	1519 PONCE DE LEON AVENUE		
<b>City:</b>	San Juan		
<b>State/Country:</b>	PUERTO RICO		
<b>Postal Code:</b>	00910		
<b>Entity Type:</b>	Chartered Bank: PUERTO RICO		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4360103	MPX MILITARY PARTS EXCHANGE LLC	
<b>Registration Number:</b>	4336464	MILITARY PARTS EXCHANGE	
<b>Registration Number:</b>	5936348	MILITARY PARTS EXCHANGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	2026637271		
<b>Email:</b>	thomas.brooke@hklaw.com		
<b>Correspondent Name:</b>	Thomas W. Brooke		
<b>Address Line 1:</b>	800 17th Street, NW		
<b>Address Line 2:</b>	Holland & Knight LLP, Suite 1100		
<b>Address Line 4:</b>	Washington, D.C. 20006		
<b>NAME OF SUBMITTER:</b>	Thomas W. Brooke		
<b>SIGNATURE:</b>	/Thomas W. Brooke/		
<b>DATE SIGNED:</b>	05/04/2022		
<b>Total Attachments: 6</b>			
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 3 day of May, 2022, by and among the Grantor listed on the signature page hereof (“Grantor”), and FirstBank Puerto Rico, a state banking institution organized under the laws of the Commonwealth of Puerto Rico, d/b/a FIRSTBANK FLORIDA, in its capacity as lender (in such capacity, together with its successors and assigns in such capacity, “Lender”).

### WITNESSETH:

WHEREAS, pursuant to that certain ABL Loan and Security Agreement dated as of May 3, 2022 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”) by and among (1) Lender and (2) Dynatech International LLC, a Delaware limited liability company, and Grantor (collectively, the “Borrowers”), Lender has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Lender is willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender, for the benefit of Lender, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants and pledges to Lender, for the benefit of Lender, to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of 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 Trademark registrations and the registrations referred to on Schedule I;
- (b) all renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each of the foregoing Trademark registrations and renewals; and
- (d) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any 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 license;

provided that, notwithstanding the foregoing, Trademark Collateral shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the 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 Obligations and would be owed by Borrowers, or any of them, to Lender, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Borrower.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Lender, for the benefit of Lender, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit 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 Credit Agreement, the Credit Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of 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 Lender's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan 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 SECTIONS 10.13 AND 10.14 OF THE CREDIT 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.

**GRANTOR:**

MILITARY PARTS EXCHANGE LLC, a  
Delaware limited liability company

By:  \_\_\_\_\_

Name: Herbert Winokur, Jr.

Title: Chief Executive Officer

**ACCEPTED AND ACKNOWLEDGED BY:**

**LENDER:**

FIRSTBANK PUERTO RICO D/B/A  
FIRSTBANK FLORIDA

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*[Signature Page to Trademark Security Agreement]*

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.

**GRANTOR:**

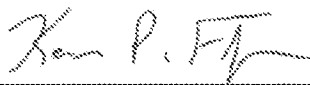
MILITARY PARTS EXCHANGE LLC, a  
Delaware limited liability company

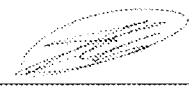
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACCEPTED AND ACKNOWLEDGED BY:**

**LENDER:**


FIRSTBANK PUERTO RICO D/B/A  
FIRSTBANK FLORIDA

By:  \_\_\_\_\_  
Name: Kevin P. Flynn  
Title: SVP, Corporate Banking Director

By:  \_\_\_\_\_  
Name: Sergio H. Gonzalez  
Title: VP, Corporate Banking

*[Signature Page to Trademark Security Agreement]*

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

<b>Trademark Registrations/ Applications/ Loan Party</b>	<b>Trademark Title</b>	<b>Trademark Application Number</b>	<b>Trademark Registration Number</b>	<b>Date of Application</b>	<b>Date of Registration</b>
MPX	MPX MILITARY PARTS   EXCHANGE LLC	85627548	4360103	05/16/2012	07/02/2013
MPX	MILITARY PARTS EXCHANGE	85627520	4336464	05/16/2012	05/14/2013
MPX	MILITARY PARTS EXCHANGE	88428979	5936348	05/14/2019	12/17/2019

**Trade Names: None**

**Common Law Trademarks: None**

**Trademarks Not Currently in Use: None**

**Trademark Licenses: None**

[Schedule I to Trademark Security Agreement]