

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM750323

<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>
EMCORE CORPORATION		08/09/2022	Corporation: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WINGSPIRE CAPITAL LLC		
<b>Street Address:</b>	11720 Amber Park Drive		
<b>Internal Address:</b>	Suite 500		
<b>City:</b>	Alpharetta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30009		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90859002	ORTEL	
<b>Serial Number:</b>	90459442	EMCORE MAKO	
<b>Serial Number:</b>	90859007	GENUINE ORTEL TECHNOLOGY	
<b>Registration Number:</b>	5816986	EMCORE	
<b>Registration Number:</b>	3322113	EMCORE	
<b>Registration Number:</b>	2768578	SYSTRON DONNER	
<b>Registration Number:</b>	1898649	MOTIONPAK	
<b>Registration Number:</b>	2911698	QDARS	
<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>Email:</b>	laura.o'brien@hklaw.com		
<b>Correspondent Name:</b>	Holland & Knight LLP		
<b>Address Line 1:</b>	10 St. James Ave.		
<b>Address Line 2:</b>	11th Floor		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02116		
<b>ATTORNEY DOCKET NUMBER:</b>	165996.00017		

OP \$215.00 90859002

<b>NAME OF SUBMITTER:</b>	Laura O'Brien
<b>SIGNATURE:</b>	/Laura O'Brien/
<b>DATE SIGNED:</b>	08/22/2022
<b>Total Attachments: 5</b> source=Emcore - Trademark Security Agreement#page1.tif source=Emcore - Trademark Security Agreement#page2.tif source=Emcore - Trademark Security Agreement#page3.tif source=Emcore - Trademark Security Agreement#page4.tif source=Emcore - Trademark Security Agreement#page5.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 9, 2022 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, this "Agreement"), is entered into between EMCORE CORPORATION, a New Jersey corporation (the "Grantor"), and WINGSPIRE CAPITAL LLC, as Administrative Agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Credit Agreement, dated as of August 9, 2022 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantor, as Borrower, the other Borrowers and Guarantors from time to time party thereto, the Lenders from time to time party thereto and the Administrative Agent, and (b) the Pledge and Security Agreement, dated as of August 9, 2022 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Grantor, the other grantors party thereto from time to time and the Administrative Agent.

Pursuant to the Security Agreement, the Grantor is required to execute and deliver this Agreement to the Administrative Agent, for the benefit of the Secured Parties.

Accordingly, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement.

2. Grant of Security Interest. As security for the payment or performance, as applicable, in full when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, the Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, all such Grantor's right, title and interest in, to or under any and all of the following (collectively, the "Trademark Collateral"):

(a) all of such Grantor's registered Trademarks and applications for Trademarks in the United States Patent and Trademark Office described on Schedule I;

(b) all reissues, continuations, extensions and renewals thereof and amendments thereto;

(c) all goodwill associated therewith or symbolized by any of the foregoing; and

(d) all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under this Section 2 attach to any "intent-to-use" trademark application prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act, 15 U.S.C. § 1051, or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto.

3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security Agreement shall govern.

4. Recordation. This Agreement has been executed and delivered by [the][each] Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office record this Agreement.

5. 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 (e.g., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Governing Law. This Agreement, and the rights and obligations of the parties hereunder, shall be governed by, and construed in accordance with, the laws of the State of New York.

[Continued on the following page.]

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

**EMCORE CORPORATION**

By: [Signature]  
Name: Alysa H. [unclear]  
Title: VP, Brand [unclear]

**WINGSPIRE CAPITAL LLC, as Administrative Agent**

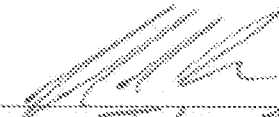
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

**EMCORE CORPORATION**

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

**WINGSPIRE CAPITAL LLC, as Administrative Agent**

By:  \_\_\_\_\_  
Name: John Kasin  
Title: Pres & CEO

SCHEDULE I  
TRADEMARKS

Owner	Mark	Serial No.	Filing Date	US Reg. No.
EMCORE Corporation	ORTEL	FEDTM 90859002	July 30, 2021	
EMCORE Corporation	EMCORE MAKO	FEDTM 90459442	January 11, 2021	
EMCORE Corporation	EMCORE	FEDTM 87904512	May 2, 2018	5816986
EMCORE Corporation	GENUINE ORTEL TECHNOLOGY	FEDTM 90859007	July 30, 2021	
EMCORE Corporation	EMCORE	FEDTM 76657791	April 3, 2006	3322113
EMCORE Corporation	SYSTRON DONNER	FEDTM 76057937	May 26, 2000	2768578
EMCORE Corporation	MOTIONPAK	FEDTM 74436629	September 17, 1993	1898649
EMCORE Corporation	QDARS	FEDTM 78202166	January 10, 2003	2911698