

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM771249

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Comtech Telecommunications Corp.		11/30/2022	Corporation: DELAWARE
Comtech Satellite Network Technologies, Inc.		11/30/2022	Corporation: DELAWARE
TeleCommunication Systems, Inc.		11/30/2022	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	Citibank, N.A., as Administrative Agent		
Street Address:	6400 Las Colinas Blvd.		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75030		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5147183	SUPERPOWER	
Registration Number:	5754667	CYBERLYNX	
Serial Number:	90651971	CYBERSTRONGER	
Serial Number:	90652028	911 STRONGER	
Serial Number:	90713078	SMARTRESPONSE	
Serial Number:	97237917	COMTECH INSIGHTS	
Serial Number:	97486262	CSMSC	
Serial Number:	97486364	CSMSC	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	JAY DASILVA		
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712		

OP \$215.00 5147183

Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER: 1844670 TM

NAME OF SUBMITTER: Anna Marcus

SIGNATURE: /Anna Marcus/

DATE SIGNED: 12/01/2022

Total Attachments: 8

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Comtech Satellite Network Technologies, Inc.
(organized in DE)

TeleCommunication Systems, Inc.
(organized in MD)

TRADEMARK SECURITY AGREEMENT dated as of November 30, 2022 (this "Agreement"), among Comtech Telecommunications Corp., a Delaware corporation (the "Borrower"), the other Subsidiary Loan Parties from time to time party hereto and Citibank, N.A. ("Citi"), as Administrative Agent.

Reference is made to (a) the Second Amended and Restated Credit Agreement dated as of November, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders from time to time party thereto and Citi, as Administrative Agent, and (b) the Guarantee and Collateral Agreement dated as of February 23, 2016 (as supplemented by Supplement No. 1, dated as of July 30, 2021, to the Guarantee and Collateral Agreement, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrower, the Subsidiary Loan Parties from time to time party thereto and Citi, as Administrative Agent. The Lenders have agreed to extend credit to the Borrower, and the Issuing Bank is willing to issue Letters of Credit for the account of the Borrower and each Subsidiary Loan Party, subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Bank to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Subsidiary Loan Parties party hereto are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Bank to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor pursuant to the Collateral Agreement did, and hereby does, grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Trademark Collateral"):

- (a) all trademarks (other than any "intent to use" trademark application for which a statement of use has not been filed with the United States Patent and Trademark Office, but only to the extent that the grant of the Security Interest would invalidate such trademark application), service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general

intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States of America or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I;

- (b) all goodwill associated therewith or symbolized thereby; and
- (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Collateral 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 Collateral Agreement. Each 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 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. 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 counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature Pages Follow]

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

COMTECH
TELECOMMUNICATIONS CORP.

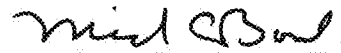
by



Name: Michael A. Bondi
Title: Chief Financial Officer

COMTECH SATELLITE NETWORK
TECHNOLOGIES, INC.

by



Name: Michael A. Bondi
Title: Chief Accounting Officer

TELECOMMUNICATION SYSTEMS,
INC.

by



Name: Michael A. Bondi
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007906 FRAME: 0816

CITIBANK, N.A.,
as Administrative Agent

By:



Name: Stuart N. Berman

Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007906 FRAME: 0817

SCHEDULE I

Trademarks/Trade Names Owned by Comtech Satellite Network Technologies, Inc.

U.S. Trademark Registrations

Mark	Registration No.	Expiration Date
SUPERPOWER	5147183	2027-FEB-21
CYBERLYNX	5754667	2029-MAY-21


Trademarks/Trade Names Owned by Comtech Telecommunications Systems, Inc.

U.S. Trademark Applications

Mark	Application No.	Filing Date
CYBERSTRONGER	90/651971	2021-APR-16
911 STRONGER	90/652028	2022-APR-16
SMARTRESPONSE	90/713078	2021-MAY-14

Trademarks/Trade Names Owned by TeleCommunication Systems, Inc.

U.S. Trademark Applications

Mark	Application No.	Filing Date
COMTECH INSIGHTS	97/237917	2022-JAN-25
CSMSC	97/486262	2022-JUL-01
cSMSC 	97/486364	2022-JUL-01