

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI66377

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MISSION MICROWAVE TECHNOLOGIES, LLC		03/01/2024	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Company 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: 4			
Property Type	Number	Word Mark	
Registration Number:	5120081		
Registration Number:	5120079	MISSION MICROWAVE	
Registration Number:	5120080	MISSION MICROWAVE	
Registration Number:	7102161	MADE FOR A MISSION	
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		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	034632-31570		
NAME OF SUBMITTER:	CHARNELLE CLARK		
SIGNATURE:	CHARNELLE CLARK		
DATE SIGNED:	03/03/2024		
Total Attachments: 7			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of **March 1, 2024** (the “**Effective Date**”) by the signatory hereto (the “**Grantor**”) 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 the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Administrative Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantor has (i) as collateral security for the Secured Obligations, granted to the Administrative Agent a security interest in and continuing lien on all of the 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 Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and any other applicable Governmental Authorities.

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

Section 1. Grant of Security. As collateral security for the Secured Obligations, the Grantor hereby grants to the Administrative Agent a security interest in and continuing lien on all of the 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, and, with respect to any and all of the foregoing: (i) all issuances and applications referred to in **Schedule 1** hereto; (ii) all reissues, divisions, 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**”); and

(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, and, with respect to any and all of the foregoing: (i) the registrations and applications referred to in **Schedule 2** 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. The 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 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.

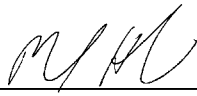
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IN WITNESS WHEREOF, the Grantor and the Administrative Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

MISSION MICROWAVE TECHNOLOGIES, LLC,
as the Grantor

By: 
Name: Michael S. Friedman
Title: Assistant Secretary

BARINGS FINANCE LLC, as Administrative Agent

By:  _____

Name: Mark Hindson
Title: Managing Director

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENTS

Grantor	Patent Title	Application No.	Application Date	Patent No.	Patent Date
Mission Microwave Technologies, LLC	SYSTEMS AND METHODS FOR MULTI-PROBE LAUNCH POWER COMBINING	15072317	3/16/2016	10505253	12/10/2019
Mission Microwave Technologies, LLC	SYSTEMS AND METHODS FOR A PREDISTORTION LINEARIZER WITH FREQUENCY COMPENSATION	15072313	3/16/2016	9793932	10/17/2017
Mission Microwave Technologies, LLC	SYSTEMS AND METHODS FOR A PREDISTORTION LINEARIZER WITH FREQUENCY COMPENSATION (CONTINUATION)	15784100	10/14/2017	10284237	5/7/2019
Mission Microwave Technologies, LLC	SYSTEMS AND METHODS FOR DIFFERENTIAL DIPOLE-BASED WAVEGUIDE POWER COMBINING	15198784	6/30/2016	10038247	7/31/2018
Mission Microwave Technologies, LLC	SYSTEMS AND METHODS FOR DIFFERENTIAL DIPOLE-BASED WAVEGUIDE POWER COMBINING (CONTINUATION)	16046439	7/26/2018	10177455	1/8/2019
Mission Microwave Technologies, LLC	SATELLITE TRANSMITTER SYSTEM	15068484	3/11/2016	9800323	10/24/2017
Mission Microwave Technologies, LLC	SATELLITE TRANSMITTER SYSTEM (CONTINUATION)	15784103	10/14/2017	10164704	12/25/2018
Mission Microwave Technologies, LLC	RATE ADAPTIVE REFERENCE SYNTHESIZER FOR FREQUENCY CONVERTERS USED IN SATELLITE COMMUNICATIONS SYSTEMS	16830790	3/26/2020	10879998	12/29/2020

Grantor	Patent Title	Application No.	Application Date	Patent No.	Patent Date
Mission Microwave Technologies, LLC	SATELLITE COMMUNICATIONS SOLID-STATE BLOCK UPCONVERTER WITH GAIN COMPENSATION	17180505	2/19/2021	11611391	3/21/2023
Mission Microwave Technologies, LLC	SATELLITE COMMUNICATIONS SOLID-STATE BLOCK UPCONVERTER WITH GAIN COMPENSATION (CONTINUATION)	18111536	2/1/2023	11848742	12/19/2023
Mission Microwave Technologies, LLC	BROADBAND POWER COMBINER/SPLITTER WITH LOW LOSSES	17400552	8/12/2021	Pending	Pending
Mission Microwave Technologies, LLC	BROADBAND POWER COMBINER/SPLITTER WITH LOW LOSSES (CONTINUATION)	17400599	8/12/2021	Pending	Pending

SCHEDULE 2 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARKS

Grantor	Trademark	Application No.	Application Date	Registration No.	Registration Date
Mission Microwave Technologies, LLC	MISC. DESIGN (FOUR LINES CURVING TO THE RIGHT)	86565626	3/16/2015	5120081	1/10/2017
Mission Microwave Technologies, LLC	MISSION MICROWAVE	86565590	3/16/2015	5120079	1/10/2017
Mission Microwave Technologies, LLC	MISSION MICROWAVE & DEVICE	86565620	3/16/2015	5120080	1/10/2017
Mission Microwave Technologies, LLC	MADE FOR A MISSION	97351266	4/7/2022	7102161	7/4/2023