

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI97549

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RF INDUSTRIES, LTD.		03/15/2024	Corporation: NEVADA
SCHROFF TECHNOLOGIES INTERNATIONAL, INC.		03/15/2024	Corporation: RHODE ISLAND
CABLES UNLIMITED, INC.		03/15/2024	Corporation: NEW YORK
RECEIVING PARTY DATA			
Company Name:	ECLIPSE BUSINESS CAPITAL LLC		
Street Address:	333 W Wacker Suite 950		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78914530	COMP PRO	
Serial Number:	98011146	OPTIFLEX	
Serial Number:	90122623	TRUFIELD	
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:	2163485400		
Email:	ipmailbox@mcdonaldhopkins.com,khefner@mcdonaldhopkins.com		
Correspondent Name:	Kimberly Hefner		
Address Line 1:	600 Superior Avenue, East, Suite 2100		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	44004-00017		
NAME OF SUBMITTER:	KIMBERLY HEFNER		
SIGNATURE:	KIMBERLY HEFNER		
DATE SIGNED:	03/15/2024		

OP \$90.00.00 78914530

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), is dated as of March 15, 2024 and is by RF INDUSTRIES, LTD., a Nevada corporation, SCHROFF TECHNOLOGIES INTERNATIONAL, INC., a Rhode Island corporation, and CABLES UNLIMITED, INC., a New York corporation (individually or collectively, as the context may require, "Grantor"), in favor of ECLIPSE BUSINESS CAPITAL LLC, as Agent for the Lenders (in such capacity, "Agent") under the Loan and Security Agreement (as defined herein).

RECITALS

A. Grantor, the other Loan Parties party thereto from time to time, Agent and the Lenders party thereto from time to time have entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"; capitalized terms used but not defined herein shall have the meaning given to such terms in the Loan Agreement), pursuant to which Lenders have agreed to make loans and certain other extensions of credit to Borrower as provided therein.

B. Pursuant to the Loan Agreement, Grantor is required to execute and deliver to Agent, for its benefit and the benefit of the Lenders, this Agreement for purposes of filing with the United States Patent and Trademark Office ("USPTO").

C. Pursuant to the Loan Agreement, Grantor has granted to Agent, for itself and on behalf of the Lenders, a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to, and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof to secure the payment and performance of the Obligations.

AGREEMENT

In consideration of the mutual covenants and agreements set forth herein and in the Loan Agreement, it is hereby agreed that:

1. This Agreement is made to secure the satisfactory performance and payment of all the Obligations. Upon the Termination Date, Agent shall promptly, following written request by Grantor, execute, acknowledge, and deliver to Grantor all instruments reasonably requested by Grantor necessary to release Agent's security interest in the Trademark Collateral (as defined below) acquired under this Agreement.

2. Grantor hereby grants to Agent, for itself and on behalf of the Lenders, a continuing security interest and lien in all of Grantor's right, title and interest in, to, and under the following, whether presently existing or hereafter created or acquired to secure the payment and performance of the Obligations: (a) each trademark and trademark application, including, without limitation, each trademark registration and trademark application referred to in Schedule 1 attached hereto and incorporated herein, together with any reissues, continuations or extensions thereof and all goodwill associated therewith; each exclusive trademark license if Grantor has the right to grant a security interest in such license, including, without

limitation, each exclusive trademark license listed on Schedule 1, together with all goodwill associated therewith and (b) all products and proceeds of the foregoing, including, without limitation, all claims and causes of action arising prior to or after the date hereof for past, present or future infringement of any trademark, including, without limitation, any trademark registration or application referred to in Schedule 1 (items (a) and (b) being herein collectively referred to as the "Trademark Collateral"). Notwithstanding the foregoing, any trademark applications filed in the USPTO on the basis of any Grantor's intent to use such trademark shall be excluded from Trademark Collateral, unless and until a statement of use or amendment to allege use is filed in the USPTO, whereupon such trademark shall automatically be deemed included in the Trademark Collateral.

This security interest and lien is granted in conjunction with the security interests and liens granted to Agent, for itself and on behalf of the Lenders, pursuant to the Loan Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Agent and the Lenders with respect to the security interests and liens in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

THIS AGREEMENT IS MADE UNDER AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED THEREIN WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

[signature page follows]

Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

RF INDUSTRIES, LTD.

DocuSigned by:
By: Peter Yin
Name: Peter Yin
Its: Chief Financial Officer

SCHROFF TECHNOLOGIES INTERNATIONAL, INC.

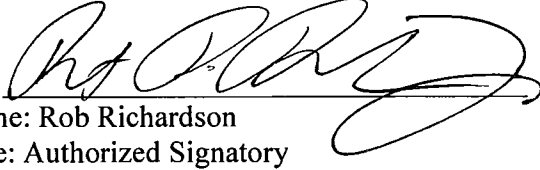
DocuSigned by:
By: Peter Yin
Name: Peter Yin
Its: Treasurer & Secretary

CABLES UNLIMITED, INC.

DocuSigned by:
By: Peter Yin
Name: Peter Yin
Its: Treasurer & Secretary

Acknowledged by:

ECLIPSE BUSINESS CAPITAL LLC, as Agent

By: 
Name: Rob Richardson
Title: Authorized Signatory

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks

Grantor	Trademark Description	Trademark No.
RF Industries, Ltd	“Comp Pro”	78914530
Cables Unlimited, Inc.	“Optiflex”	98011146
Schroff Technologies International, Inc.	“TruField”	90122623