

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Willtek Communications GmbH		05/07/2010	LIMITED LIABILITY COMPANY: GERMANY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Aeroflex GmbH		
<b>Street Address:</b>	Munchner Strabe 87b		
<b>City:</b>	Dachau		
<b>State/Country:</b>	GERMANY		
<b>Postal Code:</b>	D-85221		
<b>Entity Type:</b>	CORPORATION: GERMANY		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2880690	WILLTEK	
<b>Registration Number:</b>	2881299	WILLTEK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(631)249-4508		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	631-249-7500		
<b>Email:</b>	torourke@bodnerorourke.com		
<b>Correspondent Name:</b>	Thomas A. O'Rourke		
<b>Address Line 1:</b>	425 Broadhollow Road		
<b>Address Line 2:</b>	Suite 120		
<b>Address Line 4:</b>	Melville, NEW YORK 11747		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Thomas A. O'Rourke		
<b>Address Line 1:</b>	425 Broadhollow Road		

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Address Line 2: Suite 120  
Address Line 4: Melville, NEW YORK 11747

NAME OF SUBMITTER:	Thomas A. O'Rourke
Signature:	/Thomas A. O'Rourke/
Date:	09/07/2010

Total Attachments: 6  
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## TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT**, is made as of May 7, 2010 ("**Trademark Assignment**"), by and between AEROFLEX GmbH, a company organized and existing under the laws of Germany ("**Assignee**"), and WILLTEK COMMUNICATIONS GmbH, a company organized and existing under the laws of Germany ("**Assignor**").

### WHEREAS:

(a) Assignor has used, is using, and is the owner by way of assignment, purchase, control of related entity, and/or succession of interest of all trademarks, service marks, trade names, and trade dress listed on Exhibit A attached hereto and assigned of record to any of the following entities: Wavetech GmbH; Acterna Munchen GmbH; Acterna LLC; and/or Willtek Communications GmbH; and is the owner by way of assignment, purchase, control of related entity, and/or succession of interest of all the registrations and pending applications, if any, listed on Exhibit A attached hereto and assigned of record to any of the following entities: Wavetech GmbH; Acterna Munchen GmbH; Acterna LLC; and/or Willtek Communications GmbH and all others (collectively, the "**Marks**"); and

(b) Assignee desires to acquire the Marks; and

(c) Assignor and Assignee and others are parties to an Asset Purchase Agreement, dated April 9, 2010 ("**Asset Purchase Agreement**"), pursuant to which Assignor has agreed, among other things, to sell and Assignee has agreed to purchase the Marks and the other Acquired Assets as defined in the Asset Purchase Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns, absolutely and forever, its entire right, title and interest, whether statutory or at common law, in and to the Marks throughout the world, together with the goodwill of the business symbolized by them, including but not limited to all causes of action for any and all previously occurring infringements of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registrations and/or applications for registration set forth on Exhibit A to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment and to do such other acts as may be necessary and proper to vest full title in and to the Marks in the Assignee or to confirm Assignee's ownership of the Marks.

This Trademark Assignment may be executed by facsimile transmission or electronic mail (including in portable document (PDF) form) and in two or more counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute one and the same instrument.

Execution Copy

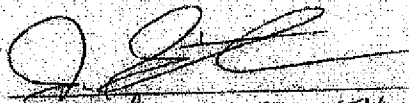
This Trademark Assignment shall be deemed to have been made in New York and shall be governed by, and construed in accordance with, the laws of the State of New York regardless of the laws that otherwise might govern under applicable principles of conflicts of law thereof.

[Signature Page Follows]

Execution Copy

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment as of the date first written above.

**AEROFLEX GmbH**

By:   
Name: SAM SMITH  
Title: PROCURIST

**WILLTEK COMMUNICATIONS GmbH**

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

TRADEMARK

REEL: 004273 FRAME: 0211


Execution Copy

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment as of the date first written above.

**AEROFLEX GmbH**

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

**WILLTEK COMMUNICATIONS GmbH**

By:  \_\_\_\_\_  
Name: Paul Genova  
Title: MD

**EXHIBIT A**

**MARKS**

**(See attached)**

**Trademarks**

International Trademark:		country	filed	status	expire	Nr.	Notes	certificate
Word-/Picturemark:	willtek	CH, CN, JP, NO	12/12/2007	active	12/12/2012	798198	China - rejected	-
Wordmark:	WILLTEK	CH, CN, JP, NO	10/24/2002	active	10/24/2012	797530	China - rejected	-
German Trademark:		country	filed		expire	Nr.	Notes	
Word-/Picturemark:	willtek	Germany	6/12/2002	active	6/30/2012	302 28 778	registered	yes
Wordmark:	WILLTEK	Germany	4/25/2002	active	4/30/2012	302 20 719	registered	yes
Wordmark:	WILLTEK COMMUNICATIONS	Germany	4/24/2002	active	4/30/2012	302 20 728	registered	yes
Wordmark:	ProLock	Germany	4/24/2008	active	4/30/2018	30 2008 027 322 30 2009 016 328.6	registered	yes class 9
Wordmark:	MultiLock	Germany	3/19/2009	active				class 9
Community Trademark		country	filed		expire	Nr.	Notes	
European Trademark:								
Word-/Picturemark:	willtek	EU	11/24/2002	active	11/30/2012	002944130	registered	yes class 9, 16,37, 41,42
Wordmark:	WILLTEK	EU	6/10/2002	active	6/30/2012	002730216	registered	yes
US Trademark:		country	filed	status	expire	Nr.	Notes	
Word-/Picturemark:	<u>willtek</u>	US	6/1/2004	active	8/24/2014	<u>76/472,533</u>	registered	yes
Wordmark:	<u>WILLTEK</u>	US	6/15/2004	active		<u>76/576,495</u> <u>76/406,136</u>	registered	yes
Korea Trademark:		country	filed	status	expire	Nr.	Notes	
Word-/Picturemark:	willtek	Korea	11/28/2002	active		40-2002-55041	open; resistance	no
	divisional application: willtek	Korea	2/19/2004	active		40-2004-0007403	open; resistance	no
Wordmark:	WILLTEK	Korea	10/24/2002	active	7/1-5/2014	0587669	registered	yes class 9
	divisional application: WILLTEK	Korea	7/19/2004	active		40-2004-0007401	open; resistance	no
Wordmark:	WILLTEK COMMUNICATIONS	Korea	7/15/2004	active	7/15/2014	0587662	registered	yes class 9
	divisional application: WILLTEK COMMUNICATIONS	Korea	2/19/2004	active		40-2004-0007402 40-2007-0023801 40-2007-0023998	open; resistance	no
Wordmark:	Will technology	Korea	6/23/2008	active	6/23/2018		registered	no class 9
	will	Korea	6/23/2008	active	6/23/2018		registered	yes class 9

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