

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM488319

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900460677

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Benchmark Electronics, Inc.		07/20/2018	Corporation: TEXAS
Secure Communication Systems, Inc.		07/20/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	2380 Performance Drive Building C.
Internal Address:	Mail Code: TX2-984-03-26
City:	Richardson
State/Country:	TEXAS
Postal Code:	75082
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	2295309	AVEX
Registration Number:	3285043	SENSESTAR
Registration Number:	5305554	BENCHMARK
Registration Number:	5305549	BENCHMARK ELECTRONICS
Registration Number:	5320830	TACTICAL MICRO
Registration Number:	5320831	TACTICAL MICRO
Registration Number:	5439974	SMART ELECTRONICS
Registration Number:	5348737	SMART ELECTRONICS
Registration Number:	5320829	LARK ENGINEERING
Registration Number:	4529119	LARK ENGINEERING
Registration Number:	5199495	LE
Registration Number:	5348738	SECURE TECHNOLOGY COMPANY
Registration Number:	5348739	SECURE TECHNOLOGY COMPANY
Serial Number:	87191766	SECURE COMMUNICATION SYSTEMS
Serial Number:	87191781	SECURE COMMUNICATION SYSTEMS
Serial Number:	87787159	SECURE TECHNOLOGY

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87707561	SCIOMED TECHNOLOGY
Serial Number:	87707496	SCIOMED TECHNOLOGY
Serial Number:	87786986	PRECISION TECHNOLOGIES
Serial Number:	87668889	LARK RF TECHNOLOGY
Serial Number:	87787059	LARK RF TECHNOLOGY
Serial Number:	87790596	SECURE TECHNOLOGY
Serial Number:	87790432	PRECISION TECHNOLOGIES
Serial Number:	87977112	LARK RF TECHNOLOGY

CORRESPONDENCE DATA

Fax Number: 8004049370

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.

Phone: 7132211569

Email: docketing@bracewell.com

Correspondent Name: Brad Y. Chin

Address Line 1: 711 Louisiana Street, Ste. 2300

Address Line 4: Houston, TEXAS 77002

ATTORNEY DOCKET NUMBER: 0060877.000012

NAME OF SUBMITTER: Brad Y Chin

SIGNATURE: /Brad Y. Chin/

DATE SIGNED: 08/31/2018

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of July 20, 2018, by BENCHMARK ELECTRONICS, INC. and SECURE COMMUNICATION SYSTEMS, INC. (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of BANK OF AMERICA, N.A., in its capacity as Administrative Agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Administrative Agent as follows:

SECTION. 1 Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION. 2 Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION. 3 Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION. 4 Termination. When either (a) the Facility Termination Date or (b) the Collateral Release Date has occurred, the Security Agreement shall automatically terminate and the Administrative Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION. 5 Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

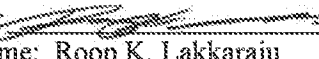
SECTION. 6 Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

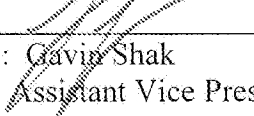
Very truly yours,

BENCHMARK ELECTRONICS, INC.
SECURE COMMUNICATION SYSTEMS,
INC.

By: 
Name: Roop K. Lakkaraju
Title: Chief Financial Officer

AGREED AND ACCEPTED:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: Gavin Shak
Title: Assistant Vice President

**SCHEDULE I
TO TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

Trademark Registrations:

Owner	Registration Number	Trademark
Benchmark Electronics, Inc.	2295309	AVEX
Benchmark Electronics, Inc.	3285043	SENSESTAR
Benchmark Electronics, Inc.	5305554	BENCHMARK (Word)
Benchmark Electronics, Inc.	5305549	BENCHMARK ELECTRONICS (STANDARD CHARACTER MARK)
Benchmark Electronics, Inc.	5320830	TACTICAL MICRO (STYLIZED/DESIGN)
Benchmark Electronics, Inc.	5320831	TACTICAL MICRO (STANDARD CHARACTER MARK)
Benchmark Electronics, Inc.	5439974	SMART ELECTRONICS (STANDARD CHARACTER MARK)
Benchmark Electronics, Inc.	5348737	SMART ELECTRONICS (STYLIZED/DESIGN)
Benchmark Electronics, Inc.	5320829	LARK ENGINEERING (STYLIZED/DESIGN)
Benchmark Electronics, Inc.	4529119	LARK ENGINEERING (STANDARD CHARACTER MARK)
Benchmark Electronics, Inc.	5199495	LE
Benchmark Electronics, Inc.	5348738	SECURE TECHNOLOGY COMPANY (STANDARD CHARACTER MARK)
Benchmark Electronics, Inc.	5348739	SECURE TECHNOLOGY COMPANY (STYLIZED/DESIGN)

Trademark Applications:

Owner	Application Number	Trademark
Benchmark Electronics, Inc.	87191766	SECURE COMMUNICATION SYSTEMS (STANDARD CHARACTER MARK)
Benchmark Electronics, Inc.	87191781	SECURE COMMUNICATION SYSTEMS (STYLIZED/DESIGN)
Benchmark Electronics, Inc.	87787159	SECURE TECHNOLOGY (STANDARD CHARACTER MARK)
Benchmark Electronics, Inc.	87707561	SCIOMED TECHNOLOGY (STYLIZED/DESIGN)
Benchmark Electronics, Inc.	87707496	SCIOMED TECHNOLOGY (STANDARD CHARACTER MARK)
Benchmark Electronics, Inc.	87786986	PRECISION TECHNOLOGIES (STANDARD CHARACTER MARK)
Benchmark Electronics, Inc.	87668889	LARK RF TECHNOLOGY (STANDARD CHARACTER MARK)
Benchmark Electronics, Inc.	87787059	LARK RF TECHNOLOGY (STYLIZED/DESIGN)
Benchmark Electronics, Inc.	87790596	SECURE TECHNOLOGY (STYLIZED/DESIGN)
Benchmark Electronics, Inc.	87790432	PRECISION TECHNOLOGIES (STYLIZED/DESIGN)
Benchmark Electronics, Inc.	87977112	LARK RF TECHNOLOGY