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TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
M/A-COM Technology Solutions Holdings, Inc.		12/03/2010	CORPORATION: DELAWARE
Mimix Broadband, Inc.		12/03/2010	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	RBS Business Capital, a division of RBS Asset Finance, Inc., as Agent
Street Address:	28 State Street, 12th floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	1527959	VERSA-AMP
Registration Number:	2546060	LDI
Registration Number:	2617296	MIMIX BROADBAND
Serial Number:	77910700	THE FIRST NAME IN MICROWAVE

CORRESPONDENCE DATA

Fax Number: (212)230-7735

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2123186535

Email: traceybennett@paulhastings.com

Correspondent Name: Tracey D. Bennett
Address Line 1: c/o Paul, Hastings
Address Line 2: 75 E. 55th Street

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 77365.00002 TRADEMARK

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NAME OF SUBMITTER:	Tracey D. Bennett
Signature:	/s/Tracey D. Bennett
Date:	12/06/2010
Total Attachments: 11 source=MA Com Trademark Security Agt#p	page2.tif page3.tif page4.tif page5.tif page5.tif page6.tif page6.tif page7.tif page8.tif
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 3, 2010, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of RBS Business Capital, a division of RBS Asset Finance, Inc., as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the financial institutions party to this Agreement from time to time as lenders (collectively, "Lenders").

WITNESSETH:

WHEREAS, pursuant to the Loan Agreement, dated as of December 3, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among the Borrowers, the Borrower Representative, Holdings, the other Loan Parties, the Lenders from time to time party thereto and RBS Asset Finance, Inc., as Agent, the Lenders and the Issuing Bank have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Loan Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuing Bank and Agent to enter into the Loan Agreement and to induce the Lenders and the Issuing Bank to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

- Section 1. <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.
- Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

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- (a) all of its Trademarks and all Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
 - (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.
- Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Licenses subject to a security interest hereunder.
- Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
- Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

M/A-COM TECHNOLOGY SOLUTIONS INC., as a Grantor

Name: Tifle:

M/A-COM AUTO SOLUTIONS INC., as a Grantor .

By: __ Name: Title:

LASER DIODE INCORPORATED, as a Grantor

By: Name: Title:

650

MIMIX BROADBAND, INC., as a

Grantor

Name:

Title:

[Signature Page to Trademark Security Agreement]

M/A-COM TECHNOLOGY SOLUTIONS HOLDINGS, INC., as a Grantor

By: ____ Name: Title:

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MIMIX HOLDINGS, INC., as a Grantor

By:___ Name: Title:

asn ung

CFB

[Signature Page to Trademark Security Agreement]

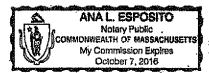
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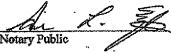
ACKNOWLEDGMENT OF GRANTORS

STATE OF <u>Massachussetts</u>)
COUNTY OF <u>Middlesex</u>

SS,

On this 14 day of November, 2010 before me personally appeared Conrol Gagnon, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of M/A-COM TECHNOLOGY SOLUTIONS INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



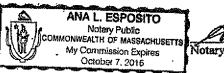


STATE OF Massachusetts

COUNTY OF Middlesex

SS,

On this 21 day of November, 2010 before me personally appeared Contract Contract proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of M/A-COM AUTO SOLUTIONS INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

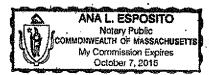
[Signature Page to Trademark Security Agreement]

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STATE OF <u>Massachusetts</u> COUNTY OF <u>Middlesex</u>

55.

On this 4 day of November, 2010 before me personally appeared Consa Castell., proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of LASER DIODE INCORPORATED, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

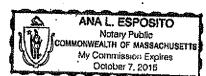


Notary Public

STATE OF <u>Massachusetts</u>)
COUNTY OF <u>Middlesex</u>

88

On this day of November, 2010 before me personally appeared control before me personally appeared to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of MIMIX BROADBAND, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



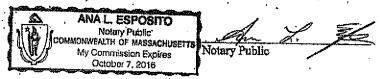
Notary Public

(Signature Page to Trademark Security Agreement)

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STATE OF Massachusetts

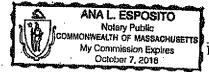
COUNTY OF Middle sex



COUNTY OF Middlesex

55.

On this 24 day of November, 2010 before me personally appeared <u>cagnol</u>, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of MIMIX HOLDINGS, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

[Signature Page to Trademark Security Agreement]

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ACCEPTED AND AGREED as of the date first above written:

RBS BUSINESS CAPITAL, a division of RBS Asset Finance, Inc.,

as Agent

Name

John D. Bobbin

Title:

Vice President

[Signature Page to Trademark Security Agreement]

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[M/A-COM - Schedule to Trademark Security Agreement]

Page 1 of 3

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

Reg. Date	WAA MIII WAA	7-Mar-1989		12-Mar-2002	10-Sep-2002	and a second section of the section	10-Jun-1994	12-May-1989	11-May-1989	02-Jul-2002	31-Aug-1993	08-Nov-1991	12-Apr-1989	31-Dec-1971	23-May-1980	15-Mar-1968	31-Dec-1971	5-Apr. 1968
Grantoc		M/A-COM Technology Solutions Holdings, Inc.	M/A-COM Technology Solutions Holdings, Inc.	M/A-COM Technology Solutions Holdings, Inc. 13	Mimix Broadband, Inc.		M/A-COM Technology Solutions Holdings, Inc. 2	M/A-COM Technology Solutions Holdings, Inc.	M/A-COM Technology Solutions Holdings, Inc. 3	M/A-COM Technology Solutions Holdings, Inc.								
Reg.		1527959		2546060	2,617,296	**************************************	428423	1550187	72469	870785	2563853	227567	1379942	110243	245157	199049	1110266	156240
Filing Date		27-June-1988	13-Jan-2010	29-Mar-2000	6-Mar-2001		05-Oct-1989	12-May-1989	11-May-1989	30-May-1989	2-May-1989	02-June-1989	12-Apr-1989	31-Dec-1971	26-May-1977	7-Dec-1965	31-Dec-1971	10-Jun-1964
Applic#		73/736890	77/910,700	76/012958	76/219,600		641978	130331	72469	RM/99/2685	01-050430	89-05344	1379942	588029	411186	199049	588502	282908
Status	Athenia de la companya del companya della companya	Registered		Registered	Registered		Registered	Registered	Registered	Registered								
Trademark	A CONTRACTOR OF THE CONTRACTOR	VERSA-AMP	THE FIRST NAME IN MICROWAVE	LDI DEVICE	Mirnix Broadband		LASER DIODE & DEVICE	MICROWAVE ASSOCIATES	MICROWAVE ASSOCIATES	MICROWAVE ASSOCIATES and M/A Design	MICROWAVE ASSOCIATES and M/A Design	MICROWAVE ASSOCIATES and M/A Design						
Country	United States	Sn	Sn	SN	Sn	Foreign	SA	T.	<u></u> 8		굨	SE	GB	ž _T	RΆΓ) EM	AŘ	C.A.

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Agreement]
Trademark Security
[M/A-COM - Schedule to

Reg. Date	19-Sep-1964	20-March-1989	30-Jul-1968	5-Mar-1969	12-Jan-1987.	17-Sep-1964	19-Nov. 1964	31-Dec-1971	22-Dec-1978	27-Apr-1977	9-Jul-1968	22-Nov-1965					15-Nov-1996	8-May-1997	07-May-1998	14-May-1998
Grantor	M/A-COM Technology Solutions Holdings, Inc.	M/A-COM Technology Solutions Holdings, Inc. 2	M/A-COM Technology Solutions Holdings, Inc.																	
Reg	3003/1964	1519996	847794	B255189	1089302	64844	341935	R110267	TMA23127 4	957282	785285	B887263					96.611.91 1	102962	10397	747513
Filing Date	12-May-1964	20-March-1989	8-May-1964	5-Mar-1969	10-May-1984	4-May-1964	25-May-1964	31-Dec-1971	. 26-May-1977	16-Oct-1974	25-Sept-1963	22-Nov-1965	1-Sep-2006	1-Sep-2006	1-Sep-2006	1-Sep-2006	21-Feb-1996	22-Jan-1996	1-Apr-1996	26-Feb-1996
Applic#	1596/64	118237	22620/22B WZ.	255189	RM/94/2012	82367	2547	588503	41118500	M39728/9W Z	538-041508	B887263	5579873	5579874	5579875	. 5579876	96.611.911	102962	10397	M1/2006137 9
Status	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Application	Application	Application	Application	Registered	Registered	Registered	Registered
Trademark	MICROWAVE ASSOCIATES and M/A Design	MICROWAVE ASSOCIATES and M/A Design	MICROWAVE ASSOCIATES and M/A Design	MICROWAVE ASSOCIATES and M/A Design	MICROWAVE ASSOCIATES and M/A Design	MICROWAVE ASSOCIATES and M/A Design	MICROWAVE ASSOCIATES and M/A Design	M/A DESIGN	M/A DESIGN	M/A DESIGN	M/A DESIGN	M/A DESIGN	M/A-COM (class 9)	M/A-COM (class 37)	M/A-COM (class 41)	M/A-COM (class 42)	M/A-COM	M/A-COM	M/A-COM	M/A-COM
Country	ద	æ	30	2	E	Q Q	풍	BX	8]	дſ	GB	8	5	S	NO TH	EAD	EM#	NRK	E

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Country	Tracemark	Status	Applic #	Filing Date	Reg.	Grantor	Reg. Date
DE	M/A-COM	Registered	39607378.6	24-May-1996	39607378	M/A-COM Technology Solutions Holdings, Inc.	24-May-1996
Sn	MINPAC	Registered	78-221407	4-Mar-2003	2808770	M/A-COM Technology Solutions Holdings, inc.	27-Jan-2004
ਦੁ	MINPAC*	Registered	S54-038407	22-May-1979	1510177	M/A-COM Technology Solutions Holdings, Inc.	30-Apr-1982
q.	MINPAC	Application	2008-78208	24-Sept-2008		M/A-COM Technology Solutions Holdings, Inc.	
GB	MINPAC*	Registered	1114802	23-May-1979	1114802	M/A-COM Technology Solutions Holdings, Inc.	23-May-1979
GB	MINPAC	Application	2498323	23-Sept-2008		M/A-COM Technology Solutions Holdings, Inc.	
89	MINPAC & DESIGN*	Registered	1114803	23-May-1979	114803	M/A-COM Technology Solutions Holdings, Inc.	23-May-1979
GB	MINPAC & Design	Application	2498322	23-Sept-2008		M/A-COM Technology Solutions Holdings, Inc.	
<u>o</u> ,	MINPAC & DESIGN*	Registered	38407/1979	22-May-1979	1510178	M/A-COM Technology Solutions Holdings, Inc.	30-Apr-1982
<u>-</u>	MINPAC & DESIGN	Application	2068-78209	24-Sept-2008		M/A-COM Technology Solutions Holdings, Inc.	
CTM	NETGPS	Registered	1253905	22-Jul-1999	1253905	M/A-COM Technology Solutions Holdings, Inc.	23-Feb-2001

Cobham Defense Electronic Systems Corporation and as a remedial action filed new registrations, which are in the process of being "TELAG's") ownership. The listed owner of these Marks was Watkins Johnson Co. TELAG assigned its rights in these marks to *--Please note that with respect to these marks, the applicable registry was not updated to reflect Tyco Electronic Logistic AG's recorded

TRADEMARK

004425 FRAME: 0672