

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Aeroflex Colorado Springs, Inc., as successor of interest to UTMC Microelectronic Systems Inc.	08/15/2007

RECEIVING PARTY DATA

Name:	Goldman Sachs Credit Partners, L.P., as Collateral Agent
Street Address:	30 Hudson Street
Internal Address:	17th Floor
City:	Jersey City
State/Country:	NEW JERSEY
Postal Code:	07302

PROPERTY NUMBERS Total: 36

Property Type	Number
Patent Number:	5010256
Patent Number:	5012404
Patent Number:	5104818
Patent Number:	5128733
Patent Number:	5141597
Patent Number:	5145802
Patent Number:	5146151
Patent Number:	5157625
Patent Number:	5166902
Patent Number:	5187113
Patent Number:	5206182
Patent Number:	5218214
Patent Number:	2367641
Patent Number:	5490254

OP \$1440.00 5010256

PATENT

Patent Number:	5525533
Patent Number:	5543736
Patent Number:	5561073
Patent Number:	5565370
Patent Number:	5658819
Patent Number:	5670394
Patent Number:	5759876
Patent Number:	5778947
Patent Number:	5811855
Patent Number:	5870332
Patent Number:	6008125
Patent Number:	6022598
Patent Number:	6063690
Patent Number:	6069078
Patent Number:	6121672
Patent Number:	6226710
Patent Number:	6271568
Patent Number:	6346427
Patent Number:	6353873
Patent Number:	6414360
Patent Number:	6511893
Patent Number:	4753820

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: ipdocket@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive
Address Line 2: Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	022411-0803
NAME OF SUBMITTER:	Rhonda DeLeon

Total Attachments: 8
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PATENT SECURITY AGREEMENT

Patent Security Agreement, dated as of August 15, 2007 (as amended, restated or otherwise modified from time to time, the "Patent Security Agreement"), between each of the undersigned (collectively, the "Grantors"), and GOLDMAN SACHS CREDIT PARTNERS, L.P., in its capacity as collateral agent for the Secured Parties (together with any successors and assigns thereto in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Grantors are party to a Pledge and Security Agreement dated as of August 15, 2007 (the "Pledge and Security Agreement") between each of the Grantors and the other grantors thereto and the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

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

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

SECTION 2. Grant of Security Interest in Patent Collateral. Each Grantor hereby pledges and grants to Collateral Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) all United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing (collectively, "Patents"), including, but not limited to: (i) each patent and patent application referred to on Schedule I hereto (as such schedule may be amended or supplemented from time to time), (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (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, (vi) all licenses, claims, damages, and proceeds of suit arising therefrom, and (vii) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit and

(b) all agreements providing for the granting of any right in or to Patents (whether such Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto (collectively, "Patent Licenses").

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Pledge and 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 Patent Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

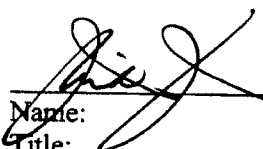
SECTION 4. Applicable Law. This Patent Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to its conflicts of law provisions (other than Section 5-1401 and Section 5-1402 of the New York General Obligation Laws).

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

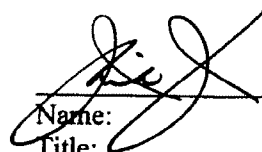
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IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AEROFLEX INCORPORATED

By: 
Name: _____
Title: _____

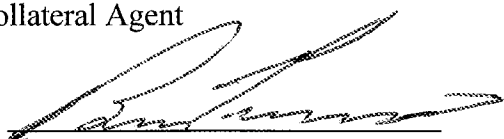
AEROFLEX / WEINSCHL, INC.,
AEROFLEX COLORADO SPRINGS, INC.,
AEROFLEX POWELL, INC.

By: 
Name: _____
Title: _____

[Signature Page to Patent Security Agreement]

Accepted and Agreed:

GOLDMAN SACHS CREDIT PARTNERS, L.P.
as Collateral Agent

By: 
Name: BRUCE H. MENDELSON
Title: AUTHORIZED SIGNATORY

SCHEDULE I
to
PATENT SECURITY AGREEMENT

PATENT REGISTRATIONS AND APPLICATIONS

US Patents

Title	Patent Number (App Number)	Issue Date (Publication/ Filing Date)	Record Owner
Dual Hybrid demand refrigeration control apparatus	5023531	6/11/91	Aeroflex, Inc.
Monolithic Transceiver including feedback control	5838722	11/17/98	Aeroflex Incorporated
Digitally controlled Angle Noise Signal Generator	6756854	6/29/04	Aeroflex Powell, Inc.
Gate Output Driver Using Slew-Rate Control	5010256	4/23/91	UTMC Microelectronic Systems Inc.
Integrated Circuit Remote Terminal Stores Interface for Communication Between CPU and Serial Bus	5012404	4/30/91	UTMC Microelectronic Systems Inc.
Preimplanted N-Channel SOI Mesa	5104818	4/14/92	UTMC Microelectronic Systems Inc.
Silicon Mesa Transistor Structure	5128733	7/7/92	UTMC Microelectronic Systems Inc.
Thin Polysilicon Resistors	5141597	8/25/92	UTMC Microelectronic Systems Inc.
Method of Making SOI Circuit with Buried Connectors	5145802	9/8/92	UTMC Microelectronic Systems Inc.
Floating Voltage Reference Having Dual Output Voltage	5146151	9/8/92	UTMC Microelectronic Systems Inc.
Radiation Resistant SRAM Memory Cell	5157625	10/20/92	UTMC Microelectronic Systems Inc.
SRAM Memory Cell	5166902	11/24/92	UTMC Microelectronic Systems Inc.
Field Oxide Termination and Gate Oxide Formation	5187113	2/16/93	UTMC Microelectronic Systems Inc.
Trench Isolation Process	5206182	4/27/93	UTMC Microelectronic Systems Inc.
Field Oxide Termination and Gate Oxide	5218214	6/8/93	UTMC Microelectronic Systems Inc.
Mil Std 1553 Interface Device Having a Bus Controller Minor Frame Timer	5367641	11/22/94	UTMC Microelectronic Systems Inc.
MIL STD 1553 Interface Device Having Autonomous Operation in All Modes	5490254	2/6/96	UTMC Microelectronic Systems Inc.
Method of making a Low Voltage Coefficient Capacitor	5525533	6/11/96	UTMC Microelectronic Systems Inc.
Gate Array Architecture and Layout for Deep Space Applications	5543736	8/6/96	UTMC Microelectronic Systems Inc.
Method of Fabrication an Isolation Trench for Analog Bipolar Devices in Harsh Environments	5561073	10/1/96	UTMC Microelectronic Systems Inc.
Method of Enhancing the Current Gain of Bipolar Junction Transistors	5565370	10/15/96	UTMC Microelectronic Systems Inc.

Title	Patent Number (App Number)	Issue Date (Publication/ Filing Date)	Record Owner
Antifuse Structure and Process for Manufacturing Same	5658819	8/19/97	UTMC Microelectronic Systems Inc.
Method of making bipolar transistors having amorphous silicon contact as emitter diffusion source	5670394	9/23/97	UTMC Microelectronic Systems Inc.
Method of Making an Antifuse Structure using a metal cap layer	5759876	6/2/98	UTMC Microelectronic Systems Inc.
Bent Lead Repair tool for electronic Components	5778947	7/14/98	UTMC Microelectronic Systems Inc.
SOI Combination Body Tie	5811855	9/22/98	UTMC Microelectronic Systems Inc.
High reliability logic circuit for a radiation environment	5870332	2/9/99	UTMC Microelectronic Systems Inc.
Method for eliminating buried contact resistance in integrated circuits	6008125	12/28/99	UTMC Microelectronic Systems Inc.
ICB method of forming high refractive index films	6022598	2/8/00	UTMC Microelectronic Systems Inc.
Method for making recessed field oxide for radiation hardened microelectronics	6063690	5/16/00	UTMC Microelectronic Systems Inc.
Multi Level Interconnect Metalization Technique	6069078	5/30/00	UTMC Microelectronic Systems Inc.
Raised pedestal radiation shield for sensitive electronics	6121672	9/19/00	UTMC Microelectronic Systems Inc.
Content Addressable Memory (CAM) Engine.	6226710	5/1/01	UTMC Microelectronic Systems Inc.
Voltage Controlled Resistance Modulation For single Event Upset Immunity	6271568	8/7/01	UTMC Microelectronic Systems Inc.
Parameter Adjustment in MOS Integrated Circuits	6346427	2/12/02	UTMC Microelectronic Systems Inc.
Apparatus and method to determine a longest prefix match in a content addressable memory	6353873	3/5/02	Aeroflex UTMC Microelectronic Systems, Inc.
Method of Programmability and an Architecture for Cold Sparring of CMOS arrays	6414360	7/2/02	UTMC Microelectronic Systems, Inc.
Radiation Shield and Radiation Shielded Integrated Circuit Device	6452263	9/17/02	Aeroflex UTMC Microelectronic Systems, Inc.
Method for fabricating integrated circuits	6453447	9/17/02	Aeroflex UTMC Microelectronic Systems, Inc.
Content addressable memory (CAM) engine	6473846	10/29/02	Aeroflex UTMC Microelectronic Systems, Inc.
Radiation hardened semiconductor device	6511893	1/28/03	Aeroflex UTMC Microelectronic Systems, Inc.
Radiation Resistant Integrated Circuit Design	6570234	5/27/03	Aeroflex UTMC Microelectronic Systems, Inc.
Error Correcting Latch	6573774	6/3/03	Aeroflex UTMC Microelectronic Systems, Inc.
Gate Array Cell Generator Using Cadence Relative Object Design	6574786	6/3/03	Aeroflex UTMC Microelectronic Systems, Inc.

Title	Patent Number (App Number)	Issue Date (Publication/ Filing Date)	Record Owner
Search coprocessor subsystem having multiple search engines and dedicated key-table memory for connection to a computer system	6640220	10/28/03	Aeroflex UTMC Microelectronic Systems, Inc.
Radiation Shielded Carriers for Sensitive Electronics	6650003	11/18/03	Aeroflex UTMC Microelectronic Systems, Inc.
Error Correction Latch	6831496	12/14/04	Aeroflex UTMC Microelectronic Systems, Inc.
Radiation Hardened Semiconductor Device	6855618	2/15/05	Aeroflex Colorado Springs, Inc.
Radiation Hardening Method for Shallow Trench Isolation in CMOS	6890832	5/10/05	Aeroflex UTMC Microelectronic Systems, Inc.
Radiation Hardened Programmable Device	6917533	7/12/05	Aeroflex UTMC Microelectronic Systems, Inc.
Error Correcting Latch	7071749	7/4/06	Aeroflex Colorado Springs, Inc.
Multiple Use Electrical Connector Having Planar Exposed Surface	5,021,001	6/4/91	Lucas Weinschel Inc.
Planar blind-mate connectors	6409550	6/25/02	MCE/Weinschel Corporation
Variable Pitch IC Bond Pad Scheme	4753820	6/28/88	UTMC Microelectronic Systems, Inc.

US Patent Applications

Title	Patent Number (App Number)	Issue Date (Publication/ Filing Date)	Record Owner
Regenerative Jammer with Multiple Jamming Algorithms	(11/398748)	(3/24/06)	Aeroflex Powell, Inc.
Tone Comb Jammer	(11/517804)	(9/8/06)	Aeroflex Powell, Inc.
Multi-Band Jammer	(11/522300)	(9/15/06)	Aeroflex Powell, Inc.
Radiation Hardened Programmable Device	(11/132,799)	(5/19/05)	Aeroflex Colorado Springs, Inc.
Total Ionizing Dose Suppression Transistor Architecture	(11/071,730)	(3/3/05)	Aeroflex Colorado Springs, Inc.
Schematic Generation and Simulation Results	(11/384,010)	(3/17/06)	Aeroflex Colorado Springs, Inc.
Current Comparator Using Wide Swing Current Mirrors	(11/384,013)	(3/17/06)	Aeroflex Colorado Springs, Inc.
Temperature Insensitive Voltage Detection POR	(11/336,158)	(1/20/06)	Aeroflex Colorado Springs, Inc.
SET and SEGR Resistant Delay Element	(11/347,903)	(2/6/06)	Aeroflex Colorado Springs, Inc.
Circuit and Method for Eliminating Single Event Transients using only one Additional Level of Redundancy	(11/367,951)	(3/3/06)	Aeroflex Colorado Springs, Inc.
Autodetect Feature for a Spacewire application	(11/456,488)	(7/10/06)	Aeroflex Colorado Springs, Inc.

Title	Patent Number (App Number)	Issue Date (Publication/ Filing Date)	Record Owner
Photo Detector Pin Diode Array With Front Side Illumination and X-ray Cross-Talk Shielding and Backside Shielding	(11/681,462)	(3/2/07)	Aeroflex Colorado Springs, Inc.
Two Component Photodiode detector	(11/456,662)	(7/11/06)	Aeroflex Colorado Springs, Inc.
Data throttling for Spacewire	(11/621,503)	(1/9/07)	Aeroflex Colorado Springs, Inc.
Total Ionizing Dose Suppression Transistor Architecture-Divisional	(11/687,588)	(3/16/07)	Aeroflex Colorado Springs, Inc.
Broadband Frequency Agile Signal Characterization	(10/812226)	(10/13/05)	Aeroflex Powell, Inc.
Generator for Agile Frequency Signals	(10/812227)	(9/29/05)	Aeroflex Powell, Inc.