

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Aeroflex High Speed Test Solutions, Inc.	05/14/2008

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: 6

Property Type	Number
Patent Number:	6756854
Application Number:	11398748
Application Number:	11517804
Application Number:	11522300
Application Number:	10812226
Application Number:	10812227

CORRESPONDENCE DATA

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PATENT

500540798

REEL: 020951 FRAME: 0067

OP \$240.00 6756854

NAME OF SUBMITTER:

Linda Kastner

Total Attachments: 5

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PATENT SECURITY AGREEMENT

Patent Security Agreement, dated as of May 14, 2008 (as amended, restated or otherwise modified from time to time, the "Patent Security Agreement"), between the undersigned (the "Grantor"), 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, Grantor is party to a Pledge and Security Agreement dated as of August 15, 2007 (the "Pledge and Security Agreement") between the Grantor, the other grantors thereto and the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises, the Grantor hereby agrees 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. The Grantor hereby pledges and grants to Collateral Agent, for the benefit of the Secured Parties, a security interest in all of 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 Grantor hereby acknowledges and affirms 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, the 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 HIGH SPEED TEST
SOLUTIONS, INC.**

By: 

Name:

JOHN ADAMOVICH, JR.

Title:

VICE PRESIDENT

[Patent Security Agreement]

Accepted and Agreed:

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

By: 

Name: **Robert W. Schatzman**
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
Digitally controlled Angle Noise Signal Generator	6756854	6/29/04	Aeroflex High Speed Test Solutions, 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 High Speed Test Solutions, Inc.
Tone Comb Jammer	(11/517804)	(9/8/06)	Aeroflex High Speed Test Solutions, Inc.
Multi-Band Jammer	(11/522300)	(9/15/06)	Aeroflex High Speed Test Solutions, Inc.
Broadband Frequency Agile Signal Characterization	(10/812226)	(10/13/05)	Aeroflex High Speed Test Solutions, Inc.
Generator for Agile Frequency Signals	(10/812227)	(9/29/05)	Aeroflex High Speed Test Solutions, Inc.

Non-US Patents and Patent Applications

None.