

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	Amendment to Intellectual Property Security Agreement										
CONVEYING PARTY DATA											
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>GIGA-TRONICS INCORPORATED</td><td>07/17/2008</td></tr><tr><td>MICROSOURCE, INC.</td><td>07/17/2008</td></tr></tbody></table>		Name	Execution Date	GIGA-TRONICS INCORPORATED	07/17/2008	MICROSOURCE, INC.	07/17/2008				
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GIGA-TRONICS INCORPORATED	07/17/2008										
MICROSOURCE, INC.	07/17/2008										
RECEIVING PARTY DATA											
<table border="1"><tr><td>Name:</td><td>SILICON VALLEY BANK</td></tr><tr><td>Street Address:</td><td>3003 Tasman Drive</td></tr><tr><td>City:</td><td>Santa Clara</td></tr><tr><td>State/Country:</td><td>CALIFORNIA</td></tr><tr><td>Postal Code:</td><td>95054</td></tr></table>		Name:	SILICON VALLEY BANK	Street Address:	3003 Tasman Drive	City:	Santa Clara	State/Country:	CALIFORNIA	Postal Code:	95054
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PROPERTY NUMBERS Total: 2											
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Patent Number:</td><td>6510940</td></tr><tr><td>Application Number:</td><td>11929987</td></tr></tbody></table>		Property Type	Number	Patent Number:	6510940	Application Number:	11929987				
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Patent Number:	6510940										
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CORRESPONDENCE DATA											
Fax Number: (866)459-2899 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>											
Phone: 202-783-2700											
Email: Oleh.Hereliuk@federalresearch.com											
Correspondent Name: CBCInnovis dba Federal Research											
Address Line 1: 1023 Fifteenth Street, NW, Ste 401											
Address Line 2: attn: Oleh Hereliuk											
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005											
ATTORNEY DOCKET NUMBER:	424870										
NAME OF SUBMITTER:	Oleh Hereliuk										
Total Attachments: 7 source=424870#page1.tif											

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**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

GIGA-TRONICS INCORPORATED and  
MICROSOURCE, INC.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) July 17, 2008

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☒ Other Amendment to IP Security Agreement

**2. Name and address of receiving party(ies)**

Name: SILICON VALLEY BANK

Internal Address: \_\_\_\_\_

Street Address: 3003 TASMAN DRIVE

City: SANTA CLARA

State: CALIFORNIA

Country: USA Zip: 95054

Additional name(s) & address(es) attached? ☐ Yes ☒ No

**4. Application or patent number(s):**

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

11/929/987

B. Patent No.(s)

6510940

Additional numbers attached? ☐ Yes ☒ No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Mr. Oleh Hereliuk

Internal Address: c/o FEDERAL RESEARCH CORPORATION

Street Address: 1023 Fifteenth Street NW

SUITE 401

City: WASHINGTON

State: DC Zip: 20005

Phone Number: 202-783-2700

Fax Number: 202-783-0145

Email Address: Oleh.Hereliuk@federalresearch.com

**6. Total number of applications and patents involved:** Two

**7. Total fee (37 CFR 1.21(h) & 3.41)** \$80.00

- ☐ Authorized to be charged by credit card  
☒ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

**8. Payment Information**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

*Catherine C. Fisk*

Signature

October 20, 2008

Date

Catherine C. Fisk  
Name of Person Signing

Total number of pages including cover  
sheet, attachments, and documents:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

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# Silicon Valley Bank

## Amendment to Intellectual Property Security Agreement

Grantor(s): GIGA-TRONICS INCORPORATED, a California corporation  
("GIGA-TRONICS"); and MICROSOURCE, INC., a  
California corporation ("MICROSOURCE")

Address: 4650 Norris Canyon Road  
San Ramon, CA 94583

Date: As of July 22, 2008

THIS AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Amendment") is entered into between SILICON VALLEY BANK ("Secured Party"), whose address is 3003 Tasman Drive, Santa Clara, California 95054, and the grantor(s) named above (individually and collectively, and jointly and severally, "Grantor").

Secured Party and Grantor agree to amend the Intellectual Property Security Agreement by Grantor and ASCOR, INC., a California corporation ("ASCOR") in favor of Secured Party, dated as of June 21, 2004 (as amended, restated, supplemented, or otherwise modified from time to time, the "IP Security Agreement"), all as set forth herein. (Capitalized terms used but not defined in this Amendment, shall have the meanings set forth in the IP Security Agreement.) The IP Security Agreement was recorded with the United States Patent and Trademark Office on July 29, 2004 at Reel 015621 / Frame 0668 with respect to the Patents identified therein

### 1. Amendments to IP Security Agreement.

(a) Attached as Exhibit A hereto is a copy of that certain "Certificate of Ownership of ASCOR, INC. into GIGA-TRONICS INCORPORATED", filed on March 31, 2008, with the California Secretary of State, pursuant to which, effective as of March 31, 2008, ASCOR was merged with and into GIGA-TRONICS, with GIGA-TRONICS as the surviving entity of such merger. In connection therewith, all Intellectual Property and other Collateral of ASCOR have been transferred to GIGA-TRONICS as a result of such merger, subject in all respects to the continuing security interests therein in favor of Secured Party. Effective from and after March 31, 2008, references in the IP Security Agreement to ASCOR shall mean and refer to: (i) ASCOR, as of any date prior to March 31, 2008; and (ii) GIGA-TRONICS as successor-by-merger to ASCOR, as of any date on or after March 31, 2008.

(b) Without limiting the generality of Section 1(a) above, the following Patent of ASCOR identified on Exhibit B to the IP Security Agreement:

<u>Title</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
M/Vacuum Assisted Walking Beam Apparatus	6510940	7-25-2002

was transferred to GIGA-TRONICS as a result of such merger, subject in all respects to the continuing security interests therein in favor of Secured Party.

(c) Exhibit B of the IP Security Agreement is hereby supplemented by the addition of all of the Patent-related Collateral set forth on Exhibit B-1 attached hereto, so that the "Collateral" (as described in the IP Security Agreement) includes, without limitation, all of the intellectual property set forth in Exhibit B to the IP Security Agreement and all of the intellectual property set forth in Exhibit B-1 attached hereto. References in the IP Security Agreement to "Exhibit B" shall mean and include both Exhibit B attached to the IP Security Agreement and Exhibit B-1 attached hereto. To secure all of the Obligations, each Grantor grants and pledges to Secured Party a security interest in all of such Grantor's right, title and interest in, to and under its Intellectual Property, including without limitation all of the intellectual property set forth in Exhibit B-1 attached hereto.

**2. Representations True.** Grantor represents and warrants to Secured Party that all representations and warranties set forth in the IP Security Agreement, as amended hereby, are true and correct in all material respects. Without limiting the generality of the foregoing, Grantor hereby represents and warrants that: (a) Exhibit A to the IP Security Agreement identifies, as of the date hereof, any and all Registered Copyrights of Grantor; (b) Exhibit B to the IP Security Agreement (as modified by this Amendment, including Exhibit B-1 attached hereto) identifies, as of the date hereof, any and all Patents of Grantor; and (c) Exhibit C to the IP Security Agreement identifies, as of the date hereof, any and all registered Trademarks of Grantor.

**3. General Provisions.** This Amendment, the IP Security Agreement, any prior written amendments to the IP Security Agreement signed by Secured Party and Grantor, and the other Loan Documents between Secured Party and Grantor set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, representations, agreements and understandings between the parties with respect to the subject hereof. Subject to the amendments herein, all of the terms and provisions of the IP Security Agreement, and all other Loan Documents shall continue in full force and effect and the same are hereby ratified and confirmed.

[remainder of page intentionally left blank; signature page follows]

4. **Counterparts.** This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same document. Delivery of an executed counterpart of this Amendment by telefacsimile shall be equally as effective as delivery of an original executed counterpart of this Amendment.

Grantor:

GIGA-TRONICS INCORPORATED

By John R. Reganzy  
President or Vice President

By P. Lawlor  
Secretary or Assistant Secretary

Grantor:

MICROSOURCE, INC.

By John R. Reganzy  
President or Vice President

By P. Lawlor  
Secretary or Assistant Secretary

Secured Party:

SILICON VALLEY BANK

By Kw O  
Title Relationship Manager

## Exhibit A

A0674926

FILED

in the office of the Secretary of State  
of the State of California

MAR 31 2008

## CERTIFICATE OF OWNERSHIP

OF

ASCOR, INC.

INTO

GIGA-TRONICS INCORPORATEDTo the Secretary of State  
State of California

Pursuant to the provisions of the General Corporation Law of the State of California, the undersigned officers of the domestic parent corporation hereinafter named do hereby certify as follows:

FIRST: The name of the parent corporation, which is a business corporation of the State of California, and which is to be the surviving corporation under the merger herein certified, is Giga-tronics Incorporated.

SECOND: The name of the subsidiary corporation, which is a business corporation of the State of California, and which is to be the terminating corporation under the merger herein certified, is Ascor, Inc.

THIRD: Giga-tronics Incorporated owns 100% of the outstanding shares of Ascor, Inc.

FOURTH: The following is a copy of the resolution to merge Ascor, Inc. into Giga-tronics Incorporated as adopted and approved by the Board of Directors of Giga-tronics Incorporated:

"RESOLVED THAT:

1. Giga-tronics Incorporated, which is a business corporation of the State of California and is the owner of all of the outstanding shares of Ascor, Inc., which is also a business corporation of the State of California, does hereby merge Ascor, Inc. into Giga-tronics Incorporated pursuant to the provisions of the General Corporation Law of the State of California and does hereby assume all of the liabilities of Ascor, Inc.;

2. Ascor, Inc. shall be the terminating corporation upon the effective date of the merger herein provided for pursuant to the provisions of the General Corporation Law of the State of California, and Giga-tronics Incorporated shall continue its existence as the surviving corporation pursuant to the provisions of the said General Corporation Law

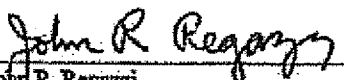
of the State of California, and upon completion of the merger Giga-tronics Incorporated shall assume all of the liabilities of Ascor, Inc;


3. The issued shares of Ascor, Inc. shall not be converted in any manner, nor shall any cash or other consideration be paid or delivered therefor, inasmuch as Giga-tronics Incorporated is the owner of all outstanding shares of Ascor, Inc., but each said share which is issued as of the effective date of the merger shall be surrendered and extinguished;

4. The Board of Directors and the proper officers of Giga-tronics Incorporated are hereby authorized, empowered and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers and documents which shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of the merger herein provided for.

On the date set forth below, in the City of San Ramon in the State California, each of the undersigned does hereby declare under the penalty of perjury under the laws of the State of California that he signed the foregoing certificate in the official capacity set forth beneath his signature, and that the statements set forth in said certificate are true of his own knowledge.

Executed on this 18<sup>th</sup> day of March, 2008.

  
John R. Regazzi,  
President and CEO, Giga-tronics Incorporated

  
Patrick J. Lawlor,  
VP Finance/CFO and Secretary,  
Giga-tronics Incorporated





## Exhibit B-1

## PATENTS

Grantor: GIGA-TRONICS INCORPORATED

<u>Title</u>	Registration/ Application Number	Registration/ Application Date
Vacuum Assisted Walking Beam Apparatus	6510940	7-25-2002
Electronic Step Attenuator	11 929 987	10-30-2007