

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
POWERWAVE TECHNOLOGIES, INC.	12/12/2012
RECEIVING PARTY DATA	
Name:	P-WAVE HOLDINGS, LLC
Street Address:	10877 Wilshire Boulevard, 18th Floor
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90024-4373
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8330668
CORRESPONDENCE DATA	
Fax Number:	6502130260
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	6508121365
Email:	rcheung@manatt.com
Correspondent Name:	Rhys CheungMANATT, PHELPS & PHILLIPS
Address Line 1:	1841 Page Mill Road, Suite 200
Address Line 4:	Palo Alto, CALIFORNIA 94304
ATTORNEY DOCKET NUMBER:	44479-040 (3256)
NAME OF SUBMITTER:	Rhys W. Cheung
Total Attachments: 5 source=Patent Security Agreement 2012-12-12#page1.tif source=Patent Security Agreement 2012-12-12#page2.tif source=Patent Security Agreement 2012-12-12#page3.tif source=Patent Security Agreement 2012-12-12#page4.tif source=Patent Security Agreement 2012-12-12#page5.tif	

PATENT

PATENT SECURITY AGREEMENT

This Patent Security Agreement, dated as of December 12, 2012 ("Patent Security Agreement"), is made by POWERWAVE TECHNOLOGIES, INC., a Delaware corporation (as "Pledgor"), in favor of P-WAVE HOLDINGS, LLC, in its capacity as agent pursuant to the Credit Agreement (in such capacity, the "Agent").

Reference is hereby made to the (i) Patent Security Agreement, dated as of September 11, 2012, by Pledgor in favor of Agent, Reel/Frame number 028939/0381, (ii) Patent Security Agreement, dated as of September 11, 2012, by Pledgor in favor of Agent, Reel/Frame number 028959/0190, and (iii) Patent Security Agreement, dated as of November 27, 2012, by Pledgor in favor of Agent, Reel/Frame number 029365/0216 (collectively, the "Prior Agreements").

WITNESSETH:

WHEREAS, Pledgor is party to a Security Agreement dated as of September 11, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Agent pursuant to which Pledgor is required to execute and deliver this Patent Security Agreement and delivered the Prior Agreements;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor hereby agrees with the 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 Patent Collateral. Without in any way limiting the Security Agreement or the Prior Agreements, Pledgor hereby pledges and grants to the 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 Pledged Collateral of Pledgor:

- (a) Patents of Pledgor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing.

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 Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Patents 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 Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Agent shall execute, acknowledge, and deliver to the

Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement.

SECTION 5. Counterparts. This Patent 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 Patent Security Agreement by signing and delivering one or more counterparts.

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

Very truly yours,

POWERWAVE TECHNOLOGIES, INC.

By: 

Name: Kevin Michaels

Title: CEO

Accepted and Agreed:

"AGENT"

P-WAVE HOLDINGS, LLC

By: 

Name: Steven G. Eisner
Title: Vice President

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND REGISTERED PATENT APPLICATIONS

Patent Registrations:

Application Number	Publication Number	Patent Number	Filing Date	Title
12/080,483	2008-0246681	8330668	04/03/2008	Dual Stagger Off Settable Azimuth Beam Width Controlled Antenna For Wireless Network