

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY
CONVEYING PARTY DATA	
Name	Execution Date
PNC Bank, National Association	05/29/2009
RECEIVING PARTY DATA	
Name:	ASC Signal Corporation
Street Address:	620 NORTH GREENFIELD PARKWAY
City:	GARNER
State/Country:	NORTH CAROLINA
Postal Code:	27529
PROPERTY NUMBERS Total: 27	
Property Type	Number
Patent Number:	6549173
Patent Number:	7439930
Patent Number:	6188372
Patent Number:	7038632
Patent Number:	7474173
Patent Number:	5552797
Patent Number:	7154450
Patent Number:	6839037
Patent Number:	7215222
Patent Number:	5521562
Patent Number:	7196675
Patent Number:	7375698
Patent Number:	7304552
Patent Number:	6980065
Patent Number:	6222495

OP \$1080.00 6549173

Patent Number:	6720932
Patent Number:	7193491
Patent Number:	7280080
Patent Number:	6600387
Patent Number:	6621375
Patent Number:	6297710
Patent Number:	7602347
Patent Number:	6097264
Patent Number:	6087908
Patent Number:	8422982
Patent Number:	7755557
Patent Number:	7774016

CORRESPONDENCE DATA

Fax Number:

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

Phone: 2694656603

Email: email@babcockip.com

Correspondent Name: Andrew Babcock

Address Line 1: PO Box 488

Address Line 4: BRIDGMAN, MICHIGAN 49106

ATTORNEY DOCKET NUMBER:	13062
NAME OF SUBMITTER:	Andrew Babcock
Signature:	/Andrew Babcock/
Date:	04/30/2013

Total Attachments: 24

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EXECUTION COPY

THIRD AMENDMENT AND CONSENT AGREEMENT

THIS THIRD AMENDMENT AND CONSENT AGREEMENT (this "Third Amendment Agreement") is made and entered into as of this 29th day of May, 2009, by and among ASC SIGNAL CORPORATION, a Delaware corporation ("Borrower"), ASC SIGNAL HOLDINGS CORPORATION, a Delaware corporation ("Parent"), ASCS CANADIAN SIGNAL CORPORATION, an unlimited liability company existing under the laws of the Province of Nova Scotia, Canada ("ASC Canada"), ASC SIGNAL GLOBAL CORPORATION, a Delaware corporation ("ASC Canada Holding"), ASC SIGNAL INTERNATIONAL CORPORATION, a Delaware corporation ("ASC International" and together with Borrower, Parent, ASC Canada and ASC Canada Holding, collectively, the "Loan Parties", and individually, a "Loan Party"), the financial institutions currently a party to the Loan Agreement (as hereinafter defined) (collectively, the "Lenders" and individually a "Lender") and PNC BANK, NATIONAL ASSOCIATION, as agent for Lenders ("Agent").

WHEREAS, Lenders, Agent and the Loan Parties are parties to a certain Amended and Restated Revolving Credit, Guaranty and Security Agreement dated April 22, 2008, as amended and as it may from time to time be further amended, restated or otherwise modified (the "Loan Agreement");

WHEREAS, The Loan Parties have requested that Agent and the Lenders (i) consent to certain of the Loan Parties' sale of certain of their assets pursuant to that certain Purchase and Sale Agreement (the "Purchase Agreement") attached hereto as Exhibit A (as such assets are more particularly described in the Purchase Agreement and include the Equity Interests of Skyware owned by Parent and the Equity Interests of ASC Signal (Shenzhen) Consulting Services Company owned by ASC International, the "Specified Assets"), notwithstanding any term or provision to the contrary contained in the Loan Agreement, including, without limitation, Sections 4.3 or 7.1(b), and any term or provision to the contrary contained in the Amended and Restated Pledge Agreement, dated April 22, 2008, executed by Parent in favor of Agent, (ii) consent to Parent acquiring certain Equity Interests of Satellite Holdings LLC, a Delaware limited liability company, notwithstanding any term or provision to the contrary contained in the Loan Agreement, including, without limitation Section 7.4, (iii) release all of Agent's or any Lender's Liens against the Specified Assets, and (iv) consent to the granting by the Loan Parties of licenses to the Purchasers (as defined in the Purchase Agreement), of certain Intellectual Property pursuant to the IP Cross License Agreement, dated as of May 29, 2009, between Borrower, Raven NC, LLC, and Raven Manufacturing Limited notwithstanding any term or provision to the contrary contained in the Loan Agreement or the Other Documents, including, without limitation, Section 4 of the Intellectual Property Security Agreements (the "Consent Requests");

WHEREAS, Lenders, Agent and the Loan Parties desire to amend the Loan Agreement by modifying certain provisions thereof; and

WHEREAS, unless defined herein, each term used herein shall be defined in accordance with the Loan Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein and for other valuable considerations Lenders, Agent and Borrower agree as follows:

1. Section 1.2 of the Loan Agreement is hereby amended by deleting the definitions of "Availability Block", "Maximum Domestic Revolving Advance Amount", "Maximum Export Revolving Advance Amount", and "Maximum Revolving Advance Amount" therefrom in their entirety and to insert in place thereof the following:

"Availability Block" shall mean an amount equal to \$1,500,000.

"Maximum Domestic Revolving Advance Amount" shall mean \$8,000,000.

"Maximum Export Revolving Advance Amount" shall mean \$6,000,000.

"Maximum Revolving Advance Amount" shall mean \$12,000,000.

2. The Loan Agreement is hereby amended by replacing Exhibit 2.2(h) (Notice of Sublimits) thereto with a new Exhibit 2.2(h) (the Notice of Sublimits) in the form of Exhibit 1 attached to this Agreement.

3. The Agent and the Lenders hereby consent to each of the Consent Requests and the transactions related thereto notwithstanding Sections 4.3 or 7.1(b) of the Loan Agreement or any other provision of the Loan Agreement or any of the Other Documents. Upon the effectiveness of this Third Amendment Agreement, the Agent, on behalf of the Lenders, hereby releases its security interests in and liens on the Specified Assets and the Agent hereby authorizes the Loan Parties or any of their designees, agents or attorneys to file amendments to UCC financing statements and take such other actions as necessary to evidence the above lien release.

4. As a condition precedent to the effectiveness of this Third Amendment Agreement and Agent and Lenders consenting to the Consent Requests:

(a) Borrower shall repay the Advances in an amount equal to 100% of the Net Cash Proceeds of the sale of the Specified Assets pursuant to the Purchase Agreement to be applied in accordance with Section 2.21 of the Loan Agreement;

(b) Borrower shall deliver to Agent a fully executed copy of the Purchase Agreement and all other agreements, instruments and documents executed pursuant thereto or in connection therewith, having been certified by an officer of Borrower as true and correct, together with any other evidence that Agent shall reasonably request, in form and substance reasonably satisfactory to Agent, that the sale of the Specified Assets contemplated by Purchase Agreement has been completed for an aggregate cash consideration at closing of not less than \$7,000,001, minus the Severance Adjustment Amount (as defined in the Purchase Agreement), minus the Escrow Amount (as defined in the Purchase Agreement), minus the amount by which the Estimated Working Capital (as defined in the Purchase Agreement) is less than the Target Working Capital (as defined in the Purchase Agreement, if any, or plus the amount by which the Estimated Working Capital is greater than the Target Working Capital, if any;

(c) Borrower shall have delivered to Agent an executed Notice of Sublimits which gives effect to the provisions of this Third Amendment Agreement;

(d) Agent shall have received the Third Amendment Agreement to the Export Credit Agreement, dated as of even date herewith, fully executed by all the parties thereto (the "Export Third Amendment"), and all conditions precedent to the Export Third Amendment shall have been satisfied or waived; and

(e) Borrower shall pay all reasonable legal fees and expenses of Agent and the Lenders incurred in connection with this Third Amendment Agreement.

5. Borrower agrees to deliver to Agent, (i) on or prior to June 1, 2009, a completed combined Borrowing Base Certificate calculated as of the date of this Third Amendment Agreement (provided that, for purposes of such calculation, Borrower can make such calculation based on the most recent Inventory report delivered to Agent pursuant to Section 9.2 of the Loan Agreement), and which Borrowing Base Certificate gives effect to the transactions contemplated by the Purchase Agreement, and (ii) on or prior to June 15, 2009, a month by month projected operating budget and cash flow of Borrower on a consolidated and consolidating basis for the remainder of the 2009 fiscal year and giving effect to the sale of the Specified Assets under the Purchase Agreement (including an income statement for each month and a balance sheet as at the end of the last month in each fiscal quarter), such projections to be prepared in good faith and on the assumptions stated therein, such assumptions to be believed to be reasonable at the time prepared, it being understood and agreed that such forward looking statements are subject to uncertainties, which may be beyond the control of the Borrower, and that no assurances can be made that such results will be achieved. The Loan Parties agree and acknowledge that failure to comply with the provisions of this Section 5 shall give rise to an immediate Event of Default under the Loan Agreement.

6. Each Loan Party hereby represents and warrants to Agent and the Lenders that: (a) such Loan Party has the legal power and authority to execute and deliver this Third Amendment Agreement and any Other Document to which such Loan Party is a party executed in connection with this Third Amendment Agreement (collectively, the "Third Amendment Documents"); (b) the officers (or other authorized Persons) executing the Third Amendment Documents have been duly authorized to execute and deliver the same and bind such Loan Party with respect to the provisions thereof; (c) the execution and delivery of the Third Amendment Documents by such Loan Party and the performance and observance by such Loan Party of the provisions thereof do not violate or conflict with the organizational agreements of any Loan Party or any law applicable to any Loan Party or result in a breach of any provision of or constitute a default under any other material agreement, instrument or document binding upon or enforceable against such Loan Party; (d) no Default or Event of Default exists under the Loan Agreement, nor will any occur immediately after the execution and delivery of the Third Amendment Documents or by the performance or observance of any provision thereof; (e) such Loan Party does not, to its knowledge, have any claim or offset against, or defense or counterclaim to, any of such Loan Party's obligations or liabilities under the Loan Agreement or the Other Documents; (f) the representations and warranties set forth in Article V of the Loan Agreement are true and correct in all material respects on and as of the date hereof, except to the extent such representation or warranty related to a specified date, in which case such representation or warranty is reaffirmed true and correct in all material respects as of such date; and (g) the Third Amendment Documents constitute a valid and binding obligation of such Loan Party in every respect, enforceable in accordance with their respective terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization,

moratorium or similar laws affecting creditors' rights generally and by general principles of equity, whether considered at law or in equity.

7. In consideration of this Third Amendment Agreement, each Loan Party hereby waives and releases Agent and the Lenders and their respective affiliates, officers, directors, agents, attorneys, employees and representatives from any and all such claims, offsets, defenses and counterclaims of which such Loan Party is aware, such waiver and release being with full knowledge and understanding of the circumstances and effect thereof and after having consulted legal counsel with respect thereto.

8. Each reference that is made in the Loan Agreement or any other writing shall hereafter be construed as a reference to the Loan Agreement as amended hereby. Except as herein otherwise specifically provided, all provisions of the Loan Agreement shall remain in full force and effect and be unaffected hereby. Each Third Amendment Document is an Other Document as defined in the Loan Agreement.

9. Each Loan Party hereby reaffirms its obligations, as applicable, under the its Guaranty, its Guarantor Security Agreement, its Intellectual Property Security Agreement, its Pledge Agreement, the Export Credit Agreement and each Other Document to which such Loan Party is a party, as any of them may from time to time be amended, restated or otherwise modified (the "Loan Party Documents"). Each Loan Party agrees (i) that each Loan Party Document shall remain in full force and effect following the execution and delivery of this Third Amendment Agreement, and (ii) that all references in any of the Loan Party Documents to the "Credit Agreement" or "Loan Agreement" shall be deemed to refer to the Loan Agreement, as amended by this Third Amendment Agreement or as it may be further amended, restated or otherwise modified from time to time.

10. This Third Amendment Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

11. The rights and obligations of all parties hereto shall be governed by the laws of the State of Ohio, without regard to principles of conflicts of laws.

12. JURY TRIAL WAIVER. THE LOAN PARTIES, AGENT AND THE LENDERS WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG THE LOAN PARTIES, AGENT AND THE LENDERS, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS THIRD AMENDMENT AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED THERETO. THIS WAIVER SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY AGENT'S OR THE LENDERS' ABILITY TO PURSUE REMEDIES PURSUANT TO ANY PROVISION CONTAINED IN ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT AMONG THE LOAN PARTIES, AGENT AND THE LENDERS.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the duly authorized officers of the parties to this Third Amendment Agreement have executed this Third Amendment Agreement as of the date first written above.

LOAN PARTIES:

ASC SIGNAL CORPORATION

By: K. Mixon

Name: Ki Mixon

Title: Secretary

ASC SIGNAL HOLDINGS CORPORATION

By: K. Mixon

Name: Ki Mixon

Title: Secretary

ASCS CANADIAN SIGNAL CORPORATION

By: K. Mixon

Name: Ki Mixon

Title: Secretary

ASC SIGNAL INTERNATIONAL CORPORATION

By: K. Mixon

Name: Ki Mixon

Title: Secretary

ASC SIGNAL GLOBAL CORPORATION

By: K. Mixon

Name: Ki Mixon

Title: Secretary

[Signature Page – Third Amendment Agreement – PNC/ASC – Domestic]

AGENT AND THE LENDERS:

PNC BANK, NATIONAL ASSOCIATION,
as a Lender and as Agent

By: T Z Z
Name: Thomas L. Herbert
Title: U.P.

[Continuation of Signature Page – Third Amendment Agreement – PNC/ASC – Domestic]

EXHIBIT 1

EXHIBIT 2.2(h)
Notice of Sublimits

PNC Bank, National Association
1375 E. 9th Street
Suite 2430
Cleveland, Ohio 44114
Attention: Thomas Humbyrd

PNC Bank, National Association
PNC Agency Services
PNC Firstside Center
500 First Avenue, 4th Floor
Pittsburgh, Pennsylvania 15219
Attention: Lisa Pierce

Ladies and Gentlemen:

The undersigned, ASC SIGNAL CORPORATION, a Delaware corporation ("Borrower"), refers to the Amended and Restated Revolving Credit, Guaranty and Security Agreement dated April 22, 2008, as amended and as it may from time to time be further amended, restated or otherwise modified (the "Loan Agreement"), among Borrower, the other Loan Parties (as defined in the Loan Agreement), the Lenders (as defined in the Loan Agreement), and PNC Bank, National Association, as agent for the Lenders, and hereby gives you notice, pursuant to Section 2.2(h) of the Loan Agreement, that for the month beginning on _____, 20____, and ending on _____, 20____, that the portion of the Maximum Domestic Revolving Advance Amount (as defined in the Loan Agreement) and the portion of the Maximum Export Revolving Advance Amount (as defined in the Loan Agreement) which will makeup the Maximum Revolving Advance Amount (as defined in the Loan Agreement) will be as follows:

(a) Maximum Domestic Revolving Advance Amount \$ _____ (not to exceed \$8,000,000).

(b) Maximum Export Revolving Advance Amount \$ _____ (not to exceed \$6,000,000).

Very truly yours,

ASC SIGNAL CORPORATION

By: _____
Print Name: _____
Its: _____

***THIRD AMENDMENT AGREEMENT – PNC/ASC– DOMESTIC FACILITY – FINAL
EXECUTION COPY***

EXECUTION COPY

THIRD AMENDMENT AND CONSENT AGREEMENT

THIS THIRD AMENDMENT AND CONSENT AGREEMENT (this "Third Amendment Agreement") is made and entered into as of this 29th day of May, 2009, by and among ASC SIGNAL CORPORATION, a Delaware corporation ("Borrower"), ASC SIGNAL HOLDINGS CORPORATION, a Delaware corporation ("Parent"), ASCS CANADIAN SIGNAL CORPORATION, an unlimited liability company existing under the laws of the Province of Nova Scotia, Canada ("ASC Canada"), ASC SIGNAL GLOBAL CORPORATION, a Delaware corporation ("ASC Canada Holding"), ASC SIGNAL INTERNATIONAL CORPORATION, a Delaware corporation ("ASC International" and together with Borrower, Parent, ASC Canada and ASC Canada Holding, collectively, the "Loan Parties", and individually, a "Loan Party"), the financial institutions currently a party to the Loan Agreement (as hereinafter defined) (collectively, the "Lenders" and individually a "Lender") and PNC BANK, NATIONAL ASSOCIATION, as agent for Lenders ("Agent").

WHEREAS, Lenders, Agent and the Loan Parties are parties to a certain Export Revolving Credit, Guaranty and Security Agreement dated April 22, 2008, as amended and as it may from time to time be further amended, restated or otherwise modified (the "Loan Agreement");

WHEREAS, The Loan Parties have requested that Agent and the Lenders (i) consent to certain of the Loan Parties' sale of certain of their assets pursuant to that certain Purchase and Sale Agreement (the "Purchase Agreement") attached hereto as Exhibit A (as such assets are more particularly described in the Purchase Agreement and include the Equity Interests of Skyware owned by Parent and the Equity Interests of ASC Signal (Shenzhen) Consulting Services Company, owned by ASC International, the "Specified Assets"), notwithstanding any term or provision to the contrary contained in the Loan Agreement, including, without limitation, Sections 4.3 or 7.1(b), and any term or provision to the contrary contained in the Amended and Restated Pledge Agreement, dated April 22, 2008, executed by Parent in favor of Agent, (ii) consent to Parent acquiring certain Equity Interests of Satellite Holdings LLC, a Delaware limited liability company, notwithstanding any term or provision to the contrary contained in the Loan Agreement, including, without limitation Section 7.4, (iii) release all of Agent's or any Lender's Liens against the Specified Assets, and (iv) consent to the granting by the Loan Parties of licenses to the Purchasers (as defined in the Purchase Agreement), of certain Intellectual Property pursuant to the IP Cross License Agreement, dated as of May 29, 2009, among Borrower, Raven NC, LLC, and Raven Manufacturing Limited notwithstanding any term or provision to the contrary contained in the Loan Agreement or the Other Documents, including, without limitation, Section 4 of the Intellectual Property Security Agreements (the "Consent Requests");

WHEREAS, Lenders, Agent and the Loan Parties desire to amend the Loan Agreement by modifying certain provisions thereof; and

WHEREAS, unless defined herein, each term used herein shall be defined in accordance with the Loan Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein and for other valuable considerations Lenders, Agent and Borrower agree as follows:

1. Section 1.2 of the Loan Agreement is hereby amended by deleting the definitions of "Availability Block", "Maximum Domestic Revolving Advance Amount", "Maximum Export Revolving Advance Amount", and "Maximum Revolving Advance Amount" therefrom in their entirety and to insert in place thereof the following:

"Availability Block" shall mean an amount equal to \$1,500,000.

"Maximum Domestic Revolving Advance Amount" shall mean \$8,000,000.

"Maximum Export Revolving Advance Amount" shall mean \$6,000,000.

"Maximum Revolving Advance Amount" shall mean \$12,000,000.

2. The Agent and the Lenders hereby consent to each of the Consent Requests and the transactions related thereto notwithstanding Sections 4.3 or 7.1(b) of the Loan Agreement or any other provision of the Loan Agreement of any of the Other Documents. Upon the effectiveness of this Third Amendment Agreement, the Agent, on behalf of the Lenders, hereby releases its security interests in and liens on the Specified Assets and the Agent hereby authorizes the Loan Parties or any of their designees, agents or attorneys to file amendments to UCC financing statements and take such other actions as necessary to evidence the above lien release.

3. As a condition precedent to the effectiveness of this Third Amendment Agreement and Agent and Lenders consenting to the Consent Requests:

(a) If required, EXIM Bank shall have provided a consent to the transactions contemplated hereunder, and such consent shall be in form and substance satisfactory to Agent;

(b) Borrower shall repay the Advances in an amount equal to 100% of the Net Cash Proceeds of the sale of the Specified Assets pursuant to the Purchase Agreement to be applied in accordance with Section 2.21 of the Loan Agreement;

(c) Borrower shall deliver to Agent a fully executed copy of the Purchase Agreement and all other agreements, instruments and documents executed pursuant thereto or in connection therewith, having been certified by an officer of Borrower as true and correct, together with any other evidence that Agent shall reasonably request, in form and substance reasonably satisfactory to Agent, that the sale of the Specified Assets contemplated by Purchase Agreement has been completed for an aggregate cash consideration at closing of not less than \$7,000,001, minus the Severance Adjustment Amount (as defined in the Purchase Agreement), minus the Escrow Amount (as defined in the Purchase Agreement), minus the amount by which the Estimated Working Capital (as defined in the Purchase Agreement) is less than the Target Working Capital (as defined in the Purchase Agreement, if any, or plus the amount by which the Estimated Working Capital is greater than the Target Working Capital, if any;

(d) Agent shall have received the Third Amendment Agreement to the Domestic Credit Agreement, dated as of even date herewith, fully executed by all the parties thereto (the "Domestic Third Amendment"), and all conditions precedent to the Domestic Third Amendment shall have been satisfied or waived; and

(e) Borrower shall pay all reasonable legal fees and expenses of Agent and the Lenders incurred in connection with this Third Amendment Agreement.

4. Borrower agrees to deliver to Agent, (i) on or prior to June 1, 2009, a completed combined Borrowing Base Certificate calculated as of the date of this Third Amendment Agreement (provided that, for purposes of such calculation, Borrower can make such calculation based on the most recent Inventory report delivered to Agent pursuant to Section 9.2 of the Loan Agreement), and which Borrowing Base Certificate gives effect to the transactions contemplated by the Purchase Agreement, and (ii) on or prior to June 15, 2009, a month by month projected operating budget and cash flow of Borrower on a consolidated and consolidating basis for the remainder of the 2009 fiscal year and giving effect to the sale of the Specified Assets under the Purchase Agreement (including an income statement for each month and a balance sheet as at the end of the last month in each fiscal quarter), such projections to be prepared in good faith and on the assumptions stated therein, such assumptions to be believed to be reasonable at the time prepared, it being understood and agreed that such forward looking statements are subject to uncertainties, which may be beyond the control of the Borrower, and that no assurances can be made that such results will be achieved. The Loan Parties agree and acknowledge that failure to comply with the provisions of this Section 4 shall give rise to an immediate Event of Default under the Loan Agreement.

5. Each Loan Party hereby represents and warrants to Agent and the Lenders that: (a) such Loan Party has the legal power and authority to execute and deliver this Third Amendment Agreement and any Other Document to which such Loan Party is a party executed in connection with this Third Amendment Agreement (collectively, the "Third Amendment Documents"); (b) the officers (or other authorized Persons) executing the Third Amendment Documents have been duly authorized to execute and deliver the same and bind such Loan Party with respect to the provisions thereof; (c) the execution and delivery of the Third Amendment Documents by such Loan Party and the performance and observance by such Loan Party of the provisions thereof do not violate or conflict with the organizational agreements of any Loan Party or any law applicable to any Loan Party or result in a breach of any provision of or constitute a default under any other material agreement, instrument or document binding upon or enforceable against such Loan Party; (d) no Default or Event of Default exists under the Loan Agreement, nor will any occur immediately after the execution and delivery of the Third Amendment Documents or by the performance or observance of any provision thereof; (e) such Loan Party does not, to its knowledge, have any claim or offset against, or defense or counterclaim to, any of such Loan Party's obligations or liabilities under the Loan Agreement or the Other Documents; (f) the representations and warranties set forth in Article V of the Loan Agreement are true and correct in all material respects on and as of the date hereof, except to the extent such representation or warranty related to a specified date, in which case such representation or warranty is reaffirmed true and correct in all material respects as of such date; and (g) the Third Amendment Documents constitute a valid and binding obligation of such Loan Party in every respect, enforceable in accordance with their respective terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity, whether considered at law or in equity.

6. In consideration of this Third Amendment Agreement, each Loan Party hereby waives and releases Agent and the Lenders and their respective affiliates, officers, directors, agents, attorneys, employees and representatives from any and all such claims, offsets, defenses and

counterclaims of which such Loan Party is aware, such waiver and release being with full knowledge and understanding of the circumstances and effect thereof and after having consulted legal counsel with respect thereto.

7. Each reference that is made in the Loan Agreement or any other writing shall hereafter be construed as a reference to the Loan Agreement as amended hereby. Except as herein otherwise specifically provided, all provisions of the Loan Agreement shall remain in full force and effect and be unaffected hereby. Each Third Amendment Document is an Other Document as defined in the Loan Agreement.

8. Each Loan Party hereby reaffirms its obligations, as applicable, under the its Guaranty, its Guarantor Security Agreement, its Intellectual Property Security Agreement, its Pledge Agreement, the Domestic Credit Agreement and each Other Document to which such Loan Party is a party, as any of them may from time to time be amended, restated or otherwise modified (the "Loan Party Documents"). Each Loan Party agrees (i) that each Loan Party Document shall remain in full force and effect following the execution and delivery of this Third Amendment Agreement, and (ii) that all references in any of the Loan Party Documents to the "Credit Agreement" or "Loan Agreement" shall be deemed to refer to the Loan Agreement, as amended by this Third Amendment Agreement or as it may be further amended, restated or otherwise modified from time to time.

9. This Third Amendment Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

10. The rights and obligations of all parties hereto shall be governed by the laws of the State of Ohio, without regard to principles of conflicts of laws.

11. JURY TRIAL WAIVER. THE LOAN PARTIES, AGENT AND THE LENDERS WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG THE LOAN PARTIES, AGENT AND THE LENDERS, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS THIRD AMENDMENT AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED THERETO. THIS WAIVER SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY AGENT'S OR THE LENDERS' ABILITY TO PURSUE REMEDIES PURSUANT TO ANY PROVISION CONTAINED IN ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT AMONG THE LOAN PARTIES, AGENT AND THE LENDERS.

[The remainder of this page is intentionally left blank].

IN WITNESS WHEREOF, the duly authorized officers of the parties to this Third Amendment Agreement have executed this Third Amendment Agreement as of the date first written above.

LOAN PARTIES:

ASC SIGNAL CORPORATION

By: K. Mixon

Name: Ki Mixon

Title: Secretary

ASC SIGNAL HOLDINGS CORPORATION

By: K. Mixon

Name: Ki Mixon

Title: Secretary

ASCS CANADIAN SIGNAL CORPORATION

By: K. Mixon

Name: Ki Mixon

Title: Secretary

ASC SIGNAL INTERNATIONAL
CORPORATION

By: K. Mixon

Name: Ki Mixon

Title: Secretary

ASC SIGNAL GLOBAL CORPORATION

By: K. Mixon

Name: Ki Mixon

Title: Secretary

[Signature Page -- Third Amendment Agreement -- PNC/ASC -- Exim]

AGENT AND THE LENDERS:

PNC BANK, NATIONAL ASSOCIATION,
as a Lender and as Agent

By: T. L. Humbert
Name: Thomas L. Humbert
Title: V.P.

[Continuation of Signature Page – Third Amendment Agreement – PNC/ASC – Exim]

***THIRD AMENDMENT AGREEMENT – PNC/ASC– EXIM FACILITY – FINAL EXECUTION
COPY***



EXPORT-IMPORT BANK
OF THE UNITED STATES

May 14, 2009

Mr. Tom Parides
Vice President
PNC Bank
800 Connecticut Avenue, NW
Washington, DC 20006

Re: Working Capital Guarantee No.: AP083763XX
Borrower: ASC Signal Corporation ("ASC")
Delegated Authority Letter Agreement: PA-DA-05-006
Loan Facility Amount: \$8,000,000

Dear Mr. Parides:

Thank you for your e-mail of May 14, 2009 regarding the above referenced Loan Facility and Borrower. Ex-Im Bank understands that the Borrower has decided to sell its VSAT (very small aperture terminal), DTH (direct to home TV) and Skyware businesses due to the fact that these three units provide lower margins (13.2%) than the ESA (earth station antenna) and MilSat units (21.1%) that will remain. We understand that for the six months ended March 31, 2009, the VSAT, DTH and Skyware business units reported an operating loss of \$97M while the ESA and MilSat units reported an operating profit of \$213M. The proposed sale of the DTH and VSAT assets (as well as 100% of the stock of Skyware) would reduce ASC's sales levels down to \$60MM-\$65MM from the current annual run rate of \$103MM, with the core of the company's profitability being retained.

Ex-Im Bank understands that the proposed sale calls for a \$7.5MM purchase price with a working capital target of \$4MM and that the sale of the DTH and VSAT assets will cause the Borrowing Base collateral to drop by \$5.5MM (\$3.9MM in Export-Related A/R, \$900,000 in domestic A/R and \$700,000 in domestic inventory) versus the loan pay down of \$7.5MM, providing additional liquidity of approximately \$2MM under the ASC revolver going forward (no collateral exists for the Skyware operations located in Germany). We also understand that PNC's total revolving commitment to the Borrower is being reduced from \$20MM to \$10MM while the Loan Facility will remain at \$8MM with an accordion feature allowing it to move between \$5MM-\$8MM each month with the domestic line dropping by a like amount (so the total revolver exposure never exceeds \$10MM). Ex-Im Bank consents to this structure subject to the Loan Facility remaining an Export-Related A/R only loan and that there shall be no advances against Export-Related Inventory.

Ex-Im Bank understands that the new management team hired in September 2008 by the Borrower's equity sponsor, Resilience Capital Partners (RCP), appears to have already made solid strides bringing ASC towards profitability both by driving new business and dramatically cutting costs. RCP, having originally invested \$5.4MM in ASC in January 2008,

has pledged its full support (both from a management and financing perspective) to turning around the operating results at ASC and has, initially, fulfilled this pledge by honoring their \$2MM in contractually obligated capital calls during FY 2008. We also understand that RCP has successfully completed a number of acquisitions and quickly turned underperforming operations to profitable businesses.

Therefore, notwithstanding Section 2.22 of the Borrower Agreement, Ex-Im Bank consents to the sale of the Borrower's VSAT, DTH and SkyWare businesses, provided the proceeds of any such sale are applied pro-rata between the domestic and Ex-Im Bank loans based on the Loan Status Report as of May 14, 2009 (Ex-Im Bank at 53% and the domestic revolver at 47%).

These consents are granted solely with respect to the proposed Loan Facility, and shall not be deemed to apply to any other loan or Borrower, without Ex-Im Bank's prior written consent. All other terms and conditions of the Master Guarantee Agreement and the Delegated Authority Letter Agreement shall remain in full force and effect.

Please retain letter in your records, and do not forward a copy to Ex-Im Bank unless requested. Should you have any questions, please contact Kevin O'Connor, Relationship Manager, at (202) 565-3786.

Sincerely,



Pamela S. Bowers
Vice President
Business Credit Division

Agreed to:

PNC Bank

Name of Lender

Name:

Title:

(Print or Type)

(Print or Type)

PATENT

REEL: 030320 FRAME: 0295

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 04:20 PM 06/03/2009
INITIAL FILING # 2008 0404879
AMENDMENT # 2009 1760021
SRV: 090585249

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 2008 0404879, filed on 2/1/08	1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS <input type="checkbox"/>
2. <input type="checkbox"/> TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.	
3. <input type="checkbox"/> CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.	
4. <input type="checkbox"/> ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.	
5. AMENDMENT (PARTY INFORMATION): This Amendment affects <input type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7. <input type="checkbox"/> CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. <input type="checkbox"/> DELETE name: Give record name to be deleted in item 6a or 6b. <input type="checkbox"/> ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).	
6. CURRENT RECORD INFORMATION:	
6a. ORGANIZATION'S NAME ASC Signal Holdings Corporation	
OR	6b. INDIVIDUAL'S LAST NAME
FIRST NAME	
MIDDLE NAME	
SUFFIX	
7. CHANGED (NEW) OR ADDED INFORMATION:	
7a. ORGANIZATION'S NAME	
OR	7b. INDIVIDUAL'S LAST NAME
FIRST NAME	
MIDDLE NAME	
SUFFIX	
7c. MAILING ADDRESS	
CITY	
STATE	
POSTAL CODE	
COUNTRY	
7d. SEE INSTRUCTIONS	ADD INFO RE ORGANIZATION DEBTOR
7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION
7g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE	

8. AMENDMENT (COLLATERAL CHANGE): check only one box.
Describe collateral ☒ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

All assets sold pursuant to the Purchase and Sale Agreement, dated as of May 29, 2009, by and among Raven NC, LLC, Raven Manufacturing Limited, Raven UK Holdings Limited, Raven Antenna Systems Inc., Satellite Holdings LLC, ASC Signal Holdings Corporation, ASC Signal Corporation, ASC Signal International Corporation and ASC UK Signal Corporation Limited, as more particularly described in Section 2.1 of the Purchase and Sale Agreement.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here <input type="checkbox"/> and enter name of DEBTOR authorizing this Amendment.			
9a. ORGANIZATION'S NAME PNC Bank, National Association, as Agent			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME
			SUFFIX

10. OPTIONAL FILER REFERENCE DATA

Filed with Delaware Secretary of State

11-50 7580065-03

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)
DEUCC3FNAT - 12/17/2002 C.T. Systems Online

PATENT
REEL: 030320 FRAME: 0297

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 04:20 PM 06/03/2009
INITIAL FILING # 2008 0404705
AMENDMENT # 2009 1760054
SRV: 090585258

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

2008 0404705, filed on 2/1/08

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 8.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party.

☐ DELETE name: Give record name to be deleted in item 6a or 6b.

☐ ADD name: Complete item 7a or 7b, and also item 7c, also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

ASC Signal Corporation

OR

6b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

7d. SEE INSTRUCTIONS

ADDITIONAL INFORMATION
ORGANIZATION
DEBTOR

7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATIONAL ID #, if any

☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☒ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

All assets sold pursuant to the Purchase and Sale Agreement, dated as of May 29, 2009, by and among Raven NC, LLC, Raven Manufacturing Limited, Raven UK Holdings Limited, Raven Antenna Systems Inc., Satellite Holdings LLC, ASC Signal Holdings Corporation, ASC Signal Corporation, ASC Signal International Corporation and ASC UK Signal Corporation Limited, as more particularly described in Section 2.1 of the Purchase and Sale Agreement.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

PNC Bank, National Association, as Agent

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10. OPTIONAL FILER REFERENCE DATA

Filed with Delaware Secretary of State

11 50 7580065-05

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)
DEUCC3/PNAT - 12/17/2002 C.T. System Online

PATENT
REEL: 030320 FRAME: 0298

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 04:20 PM 06/03/2009
INITIAL FILING # 2008 0404911
AMENDMENT # 2009 1759999
SRV: 090585238

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

2008 0404911, filed on 2/1/08

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party.

☐ DELETE name: Give record name to be deleted in item 6a or 6b.

☐ ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR **ASC Signal International Corporation**

6b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

7d. SEE INSTRUCTIONS

ADD'L INFO RE ORGANIZATION DEBTOR

7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATIONAL ID #, if any

☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☒ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

All assets sold pursuant to the Purchase and Sale Agreement, dated as of May 29, 2009, by and among Raven NC, LLC, Raven Manufacturing Limited, Raven UK Holdings Limited, Raven Antenna Systems Inc., Satellite Holdings LLC, ASC Signal Holdings Corporation, ASC Signal Corporation, ASC Signal International Corporation and ASC UK Signal Corporation Limited, as more particularly described in Section 2.1 of the Purchase and Sale Agreement.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

OR **PNC Bank, National Association, as Agent**

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10. OPTIONAL FILER REFERENCE DATA

Filed with Delaware Secretary of State

CH-50 7580065-01

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

DEUCC3FNAT - 12/17/2002 CT System Online

PATENT
REEL: 030320 FRAME: 0299

CLOSING CERTIFICATE

Reference is made to the Amended and Restated Revolving Credit, Guaranty and Security Agreement, dated as of April 22, 2008 (the "Amended and Restated Credit Agreement"), by and among ASC Signal Corporation, a Delaware corporation (the "Borrower"), ASC Signal Holdings Corporation, a Delaware corporation ("Holdings"), ASC Signal International Corporation, a Delaware corporation ("International"), ASC Signal Global Corporation, a Delaware corporation ("ASC Global"), ASCS Canadian Signal Corporation, an unlimited company incorporated under the laws of the Province of Nova Scotia ("ASC Canada" and together with the Borrower, Holdings, International and ASC Global, the "Loan Parties"), the financial institutions party thereto from time to time (each, a "Credit Agreement Lender" and collectively, the "Credit Agreement Lenders"), and PNC Bank, National Association, as agent for the Credit Agreement Lenders (the "Credit Agreement Agent"). Reference is also made to the Export Revolving Credit, Guaranty and Security Agreement, dated as of April 22, 2008 (the "Export Credit Agreement"), by and among the Loan Parties, the financial institutions party thereto from time to time (each, an "Export Lender" and collectively, the "Export Lenders"), and, together with the Credit Agreement Lenders, the "Lenders"), and PNC Bank, National Association, as agent for the Export Lenders (the "Export Agent", and, together with the Credit Agreement Agent, collectively, the "Agent").

This certificate is delivered pursuant to (i) Section 4(b) of the Third Amendment and Consent Agreement to the Amended and Restated Credit Agreement, dated as of May 29, 2009, by and among the Loan Parties, the Credit Agreement Lenders and the Credit Agreement Agent and (ii) Section 3(c) of the Third Amendment and Consent Agreement to the Export Credit Agreement, dated as of May 29, 2009 by and among the Loan Parties, the Export Lenders and the Export Agent. The undersigned, Ki Mixon, the Secretary of the Borrower, hereby certifies, as of May 29, 2009, on behalf of the Borrower to the Agent and the Lenders as follows:

1. Attached hereto as Exhibit A is a true and correct copy of the Purchase and Sale Agreement, dated as of May 29, 2009 (the "Purchase Agreement"), by and among Holdings, the Borrower, International, and ASC UK Signal Corporation Limited, as sellers, and Raven NC, LLC, Raven Manufacturing Limited, Raven UK Holdings Limited, Raven Antenna Systems, Inc., and Satellite Holdings LLC, as purchasers.

2. The sale of assets contemplated by Purchase Agreement and consented to by the Lenders has been completed for an aggregate cash consideration of not less than \$7,000,001 minus the Severance Adjustment Amount (as defined in the Purchase Agreement), minus the Escrow Amount (as defined in the Purchase Agreement) minus the amount by which the Estimated Working Capital (as defined in the Purchase Agreement) is less than the Target Working Capital (as defined in the Purchase Agreement), if any, or plus the amount by which the Estimated Working Capital is greater than the Target Working Capital, if any.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has executed this Certificate this 29th day of May, 2009.

ASC SIGNAL CORPORATION

By: K. Mixon
Name: Ki Mixon
Title: Secretary

CLI-1715262