PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3224637

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
BINOPTICS CORPORATION	02/12/2015

RECEIVING PARTY DATA

Name:	GOLDMAN SACHS BANK, USA, AS COLLATERAL AGENT	
Street Address:	200 WEST STREET	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10282	

PROPERTY NUMBERS Total: 41

Property Type	Number
Patent Number:	6653244
Patent Number:	6680961
Patent Number:	6790689
Patent Number:	6792025
Patent Number:	7012291
Patent Number:	7042630
Patent Number:	7245645
Patent Number:	7408183
Patent Number:	7542497
Patent Number:	7569860
Patent Number:	7598527
Patent Number:	7606277
Patent Number:	7656922
Patent Number:	7675957
Patent Number:	7799587
Patent Number:	7817702
Patent Number:	7830939
Patent Number:	7835415
Patent Number:	7957445
Patent Number:	7972879

PATENT REEL: 034951 FRAME: 0699

503178023

Property Type	Number
Patent Number:	8009711
Patent Number:	8014434
Patent Number:	8064493
Patent Number:	8130806
Patent Number:	8160114
Patent Number:	8249122
Patent Number:	8290012
Patent Number:	8290013
Patent Number:	8306086
Patent Number:	8306087
Patent Number:	8419956
Patent Number:	8605767
Patent Number:	8787419
Patent Number:	8891576
Patent Number:	8934512
Application Number:	13889207
Application Number:	14296180
Application Number:	14296162
Application Number:	14296139
Application Number:	14296144
Application Number:	14535590

CORRESPONDENCE DATA

Fax Number: (212)735-2000

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2127353000

Email: justin.selle@skadden.com

Correspondent Name: SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

Address Line 1: FOUR TIMES SQUARE

Address Line 2: JUSTIN SELLE, LEGAL ASSISTANT Address Line 4: NEW YORK, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	244130/1354
NAME OF SUBMITTER:	ALIYA SANDERS
SIGNATURE:	/Aliya Sanders/
DATE SIGNED:	02/12/2015

Total Attachments: 5

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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of February 12, 2015, made by BinOptics Corporation, a Delaware corporation (the "<u>Grantor</u>"), in favor of GOLDMAN SACHS BANK USA, as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to the Credit Agreement dated as of May 8, 2014 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>"), among M/A-COM Technology Solutions Holdings, Inc., each Lender from time to time party thereto, Goldman Sachs Bank USA, as Administrative Agent, Collateral Agent, Swing Line Lender and an L/C Issuer and the other agents and parties party thereto.

WHEREAS, the Grantor is party to a Security Agreement, dated as of May 8, 2014 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of 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 and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the Lenders to extend credit under the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. <u>Grant of Security Interest in Patents</u>. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the "<u>Security Interest</u>") in, all of the Grantor's right, title or interest in or to any and all of the Owned Patents, including those listed on Schedule I hereto, and all proceeds of the Owned Patents, now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest.

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 pursuant to the Security Agreement, and the Collateral Agent and the Grantor hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Owned 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.

SECTION 4. <u>Counterparts</u>. This Patent Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Patent Security Agreement shall be effective as delivery of an original executed counterpart of this Patent Security Agreement. This Patent Security Agreement shall become effective as to the Grantor when a counterpart hereof executed on behalf of the Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon the Grantor and the Collateral Agent and their respective permitted successors and assigns. The Collateral Agent may also require that any such documents and signatures delivered by telecopier, .pdf or other electronic imaging means be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by telecopier, .pdf or other electronic imaging means.

SECTION 5. <u>Recordation</u>. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 6. <u>Governing Law</u>. This Patent Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Page Follows]

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.

BINOPTICS CORPORATION,

as Grantor

Ву:

Name: Clay Simpson Title: Vice President Accepted and Agreed:

GOLDMAN SACHS BANK USA, as Collateral Agent

/

By:

Name: Title:

Anisha Malhotra Authorized Signatory

[Signature Page to Patent Security Agreement]

SCHEDULE I

to

PATENT SECURITY AGREEMENT PATENT REGISTRATIONS AND PATENT APPLICATIONS

UNITED STATES PATENTS:

U.S. Patent Registrations

Patent Numbers	Issue Date
6653244	11/25/2003
6680961	1/20/2004
6790689	9/14/2004
6792025	9/14/2004
7012291	3/14/2006
7042630	5/9/2006
7245645	7/17/2007
7408183	8/5/2008
7542497	6/2/2009
7569860	8/4/2009
7598527	10/6/2009
7606277	10/20/2009
7656922	2/2/2010
7675957	3/9/2010
7799587	9/21/2010
7817702	10/19/2010
7830939	11/9/2010
7835415	11/16/2010
7957445	6/7/2011
7972879	7/5/2011
8009711	8/30/2011
8014434	9/6/2011
8064493	11/22/2011
8130806	3/6/2012
8160114	4/17/2012
8249122	8/21/2012
8290012	10/16/2012
8290013	10/16/2012
8306086	11/6/2012

8306087	11/6/2012
8419956	4/16/2013
8605767	12/10/2013
8787419	7/22/2014
8,891,576	11/18/2014
8,934,512	1/13/2015

U.S. Patent Applications

Application Numbers Registration Date

13/889207	5/7/2013
14/296180	6/6/2014
14/296162	6/4/2014
14/296139	6/4/2014
14/296144	6/4/2014
14/535590	11/7/2014

RECORDED: 02/12/2015