

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3614533

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	BENCHMARK ELECTRONICS, INC., AS PLEDGOR	11/12/2015
	SECURE COMMUNICATION SYSTEMS, INC., AS PLEDGOR	11/12/2015
	TACTICAL MICRO, INC., AS PLEDGOR	11/12/2015
RECEIVING PARTY DATA		
Name:	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT	
Street Address:	IL1-1145/54/63, P.O. BOX 6026	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60680	
PROPERTY NUMBERS Total: 17		
Property Type	Number	
Patent Number:	6526841	
Patent Number:	6847181	
Patent Number:	7667446	
Patent Number:	7377704	
Patent Number:	9073560	
Patent Number:	9019918	
Patent Number:	9001683	
Patent Number:	8976678	
Patent Number:	9071338	
Patent Number:	9078256	
Patent Number:	9150227	
Application Number:	14250613	
Application Number:	14246761	
Application Number:	14250586	
Application Number:	14250641	
Application Number:	13974695	
Application Number:	13974742	

CORRESPONDENCE DATA**Fax Number:**

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.

Email: michael.barys@thomsonreuters.com**Correspondent Name:** KEN TAN, LEGAL ASSISTANT**Address Line 1:** 80 PINE STREET**Address Line 2:** C/O CAHILL GORDON & REINDAL LLP**Address Line 4:** NEW YORK, NEW YORK 10005

NAME OF SUBMITTER:	KEN TAN, LEGAL ASSISTANT
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SIGNATURE:	/Michael Barys/
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DATE SIGNED:	11/13/2015
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Total Attachments: 7

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PATENT SECURITY AGREEMENT

Patent Security Agreement, dated as of November 12, 2015, by Benchmark Electronics, Inc., Secure Communication Systems, Inc. and Tactical Micro, Inc. (individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as Collateral Agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral 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. Each Pledgor hereby pledges and grants to the Collateral 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 such Pledgor:

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

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 Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral 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 Collateral Agent shall otherwise determine.

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

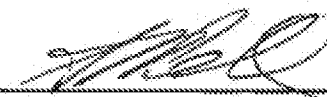
SECTION 6. Governing Law. This Patent Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Patent Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

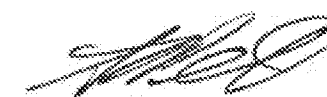
IN WITNESS WHEREOF, each Pledgor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,


BENCHMARK ELECTRONICS, INC.,
as Pledgor

By: 
Name: Scott R. Peterson
Title: Vice President

**SECURE COMMUNICATION SYSTEMS,
INC.,**
as Pledgor

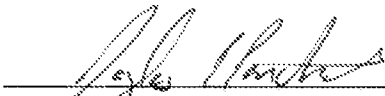
By: 
Name: Scott R. Peterson
Title: Vice President

TACTICAL MICRO, INC.,
as Pledgor

By: 
Name: Scott R. Peterson
Title: Vice President

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: 
Name: Douglas Panchal
Title: Vice President

[Signature Page to Patent Security Agreement]

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND PATENT APPLICATIONS

Patent Registrations:

OWNER	REGISTRATION NUMBER	DESCRIPTION
Benchmark Electronics, Inc.	6,526,841	Environmental test chamber and a carrier for use therein
Benchmark Electronics, Inc.	6,847,181	Magnetically Attached Robotic Breakaway
Benchmark Electronics, Inc.	7,667,446	Target Tester Interface
Tactical Micro, Inc.	7,377,704 B2	Universal Through Sight Camera
Secure Communications Systems, Inc. Electro-Motive Diesel Inc.	9073560 B2	System and Method for Determining Communications Paths in a Trainline Consist Network
Secure Communications Systems, Inc. Electro-Motive Diesel Inc.	9019918 B2	Transmission Spectrum Selection for Locomotive Consist Communications
Secure Communications Systems, Inc. Electro-Motive Diesel Inc.	9001683 B2	Selective Routing for Locomotive Consist Communications
Secure Communications Systems, Inc. Electro-Motive Diesel Inc.	8976678 B2	Multiple Line Communications for Locomotive Consist
Secure Communications Systems, Inc. Electro-Motive Diesel Inc.	9071338 B2	Reliable Data Transfer for Locomotive Consist Communications
Secure Communications Systems, Inc. Electro-Motive Diesel Inc.	9078256 B2	Data Communication Systems and Methods for Locomotive Consists
Secure Communications Systems, Inc. Electro-Motive Diesel Inc.	9,150,227	Receive Attenuation System for Locomotive Consist

Patent Applications:

OWNER	APPLICATION NUMBER	DESCRIPTION
Secure Communications Systems, Inc. Electro-Motive Diesel Inc.	14/250613	Trainline Communication Network
Secure Communications Systems, Inc. Electro-Motive Diesel Inc.	14/246761	Temp. Control System for Transmitter Chip
Secure Communications Systems, Inc. Electro-Motive Diesel Inc.	14/250586	Trainline Communication Network

Secure Communications Systems, Inc. 14/250641
Electro-Motive Diesel Inc.

Trainline Communication Network

Secure Communications Systems, Inc. 13/974695
Electro-Motive Diesel Inc.

Receive Attenuation System for Trainline
Communication Networks

Secure Communications Systems, Inc. 13/974742
Electro-Motive Diesel Inc.

Trainline Network Access Point for Parallel
Communication