

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4737991

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
THINKOM SOLUTIONS, INC.	12/15/2017
RECEIVING PARTY DATA	
Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	270 PARK AVENUE, 43RD FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10017
PROPERTY NUMBERS Total: 14	
Property Type	Number
Patent Number:	8362965
Patent Number:	9225052
Patent Number:	9257753
Patent Number:	9276302
Patent Number:	9385436
Patent Number:	9413051
Patent Number:	9413073
Patent Number:	9453530
Patent Number:	9453855
Patent Number:	9479207
Patent Number:	9653801
Application Number:	14568372
Application Number:	14567594
Application Number:	62459588
CORRESPONDENCE DATA	
Fax Number:	(858)638-5130
<i>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.</i>	
Phone:	619-699-2700
Email:	susan.reynholds@dlapiper.com

Correspondent Name:	DLA PIPER LLP (US)
Address Line 1:	401 B STREET, SUITE 1700
Address Line 4:	SAN DIEGO, CALIFORNIA 92101

NAME OF SUBMITTER:	MATT SCHWARTZ
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SIGNATURE:	/s/ Matt Schwartz
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DATE SIGNED:	12/15/2017
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Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of December 15, 2017 by and between JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent (the "Administrative Agent") for the lenders party to the Credit Agreement referred to below, and THINKOM SOLUTIONS, INC. ("Grantor").

RECITALS

A. Administrative Agent has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Credit Agreement by and between Administrative Agent and Grantor dated the date hereof (as the same may be amended, modified or supplemented from time to time, collectively, the "Credit Agreement"). Administrative Agent is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Administrative Agent a security interest in the Collateral, including certain Trademarks and Patents (as each term is described below) to secure the obligations of Grantor under the Credit Agreement.

B. Pursuant to the terms of the Security Agreement, dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Security Agreement"; capitalized terms used herein are used as defined in the Credit Agreement), by and between Administrative Agent and the Grantor, Grantor has granted to Administrative Agent a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Credit Agreement, Grantor grants and pledges to Administrative Agent a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) any and all patents and patent applications; all inventions and improvements described and claimed therein; all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof, including without limitation the patents and patent applications set forth on Exhibit A attached hereto (collectively, the "Patents");

(b) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; all licenses of the foregoing, whether as licensee or licensor; all renewals of the foregoing, including without limitation those set forth on Exhibit B attached hereto (collectively, the "Trademarks");

(c) all income, royalties, damages, and payments now or hereafter due or payable with respect to the foregoing, including, without limitation, damages, claims, and payments for past and future infringements thereof; all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing, and all rights corresponding to any of the foregoing throughout the world; and

(d) all proceeds and products of the foregoing;

provided that, notwithstanding anything herein to the contrary, in no event shall the Intellectual Property Collateral include any Excluded Collateral.

2. Recordation. The parties hereto authorize and request that the Commissioner of Patents and Trademarks of the United States record this security interest in the Intellectual Property Collateral.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Administrative Agent with respect to the Intellectual Property Collateral are as provided by the Credit Agreement, Security Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Upon any termination or release of the Intellectual Property Collateral pursuant to Section 7.14 of the Security Agreement, the Administrative Agent shall, at the expense of the Grantor, promptly execute and deliver to such Grantor all UCC termination statements, releases of intellectual property filings, and similar documents and take such other actions as such Grantor shall reasonably request in writing to evidence such termination or release of the Intellectual Property Collateral

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

THINKOM SOLUTIONS, INC.

By: Matthew Turk
Name: Matthew Turk
Title: Chief Financial Officer and Secretary

BANK:

JPMORGAN CHASE BANK, N.A.

By: _____
Name: _____
Title: _____

{Signature Page to Intellectual Property Security Agreement}

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PATENT
REEL: 044412 FRAME: 0082

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

THINKOM SOLUTIONS, INC.

By: _____
Name: Matthew Turk
Title: Chief Financial Officer and Secretary

ADMINISTRATIVE AGENT:

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

By: _____
Name: Justin B. Kelley
Title: Executive Director

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Low cost electronically scanned array antenna	8362965	1/29/13
Ruggedized low-reflection/high-transmission integrated spindle for parallel-plate transmission-line structures	9225052	12/29/15
Array antenna	9257753	2/9/16
Waveguide rotary joint including half-height waveguide portions	9276302	3/1/16
Dual-band dichroic polarizer and system including same	9385436	7/5/16
Radio frequency device with feed structure	9413051	8/9/16
Augmented e-plane taper techniques in variable inclination continuous transverse (VICTS) antennas	9413073	8/9/16
Compact integrated perimeter thrust bearing	9453530	9/27/16
System and method for calibration an inertial measurement unit	9453855	9/27/16
Novel narrowband RSSI technique(s) for the mitigation of adjacent satellite interference	9479207	10/25/16
Selectable low-gain/high-gain beam implementation for VICTS antenna arrays	9653801	5/16/17
Optimized true-time delay beam-stabilization techniques for instantaneous bandwidth enhancement	14568372	12/12/14
Inscribed polarizer array for polarization diverse application	14567594	12/11/14
Transmit phased array antenna pointing systems and methods	62459588	2/15/17

EXHIBIT B

Trademarks

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
THINPACK	77631686	12/11/08
WAVETRAP	77403170	2/21/08
THINLINE	77403160	2/21/08
THINAIR	77403151	2/21/08
THINSAT	77403133	2/21/08