

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
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EPAS ID: PAT5094492

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	KATHREIN USA, INC.	06/25/2018
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	COMMERZBANK AKTIENGESELLSCHAFT	
<b>Street Address:</b>	KAISERSTRASSE 6	
<b>Internal Address:</b>	60311 FRANKFURT AM MAIN	
<b>City:</b>	FRANKFURT	
<b>State/Country:</b>	GERMANY	
<b>Postal Code:</b>	60311	
<b>PROPERTY NUMBERS Total: 2</b>		
	<b>Property Type</b>	<b>Number</b>
	<b>Patent Number:</b>	6404307
	<b>Application Number:</b>	13558288
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(212)751-4864	
<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>		
<b>Phone:</b>	212-906-1216	
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<b>Correspondent Name:</b>	LATHAM & WATKINS LLP C/O ANGELA M. AMARU	
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<b>Address Line 4:</b>	NEW YORK, NEW YORK 10022	
<b>ATTORNEY DOCKET NUMBER:</b>	061375-0000	
<b>NAME OF SUBMITTER:</b>	ANGELA M. AMARU	
<b>SIGNATURE:</b>	/S/ Angela M. Amaru	
<b>DATE SIGNED:</b>	08/13/2018	
<b>Total Attachments: 5</b>		
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## PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of June 25, 2018 (this "Agreement"), is made by each of the signatories hereto indicated as a Grantor (each a "Grantor" and collectively, the "Grantors") in favor of COMMERZBANK Aktiengesellschaft, as agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the "Agent").

**WHEREAS**, pursuant to that certain Facility Agreement dated as of May 24, 2018 by and among Kathrein SE, COMMERZBANK Aktiengesellschaft, DZ Bank AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main, UniCredit Bank Austria AG as mandated arrangers and bookrunners, DZ Bank AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main, as Document Agent, COMMERZBANK Aktiengesellschaft, as Agent, and the other parties from time to time party thereto (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Facility Agreement"), the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and conditions set forth therein, to the Borrower; and

**WHEREAS**, as a condition precedent to the obligation of the Lenders to make their respective extension of credit to the Borrower under the Facility Agreement, the Grantors entered into a Pledge and Security Agreement dated as of June 25, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement") between each of the Grantors and the Agent, pursuant to which each of the Grantors granted to the Agent, for the benefit of the Secured Parties, a security interest in the Patent Collateral (as defined below); and

**WHEREAS**, pursuant to the Pledge and Security Agreement, each Grantor agreed to execute and this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Agent as follows:

### SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Pledge and Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Facility Agreement.

### SECTION 2. Grant of Security Interest.

Each Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in, all of the following property, in each case, wherever located and now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Patent Collateral") as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

all patentable inventions and designs, all United States, foreign, and multinational patents, certificates of invention, and similar industrial property rights, and applications for any of the foregoing, including without limitation: (i) each patent and patent application listed in Schedule A attached hereto (ii) all reissues, substitutes, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all inventions and improvements described

and claimed therein, (iv) all rights to sue or otherwise recover for any past, present and future infringement or other violation thereof, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto, and (vi) all other rights of any accruing thereunder or pertaining thereto throughout the world.

### **SECTION 3. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Pledge and 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 Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

### **SECTION 4. Governing Law**

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OF THE SECURITY INTERESTS).

### **SECTION 5. Counterparts**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

KATHREIN USA, Inc.,  
as Grantor

By: \_\_\_\_\_

Name: James Nevelle  
Title: President

[Signature Page to Patent Security Agreement]

PATENT  
REEL: 046627 FRAME: 0713

Accepted and Agreed:

**COMMERZBANK Aktiengesellschaft,**  
as Agent

By: \_\_\_\_\_  
Name: Alexander Schell  
Title: Prokurist

By: \_\_\_\_\_  
Name: Edith Ring-Kennel  
Title: Prokuristin

*[Signature Page to Patent Security Agreement]*

**SCHEDULE A**  
**to**  
**PATENT SECURITY AGREEMENT**

**PATENTS AND PATENT APPLICATIONS**

<b>Patent Title</b>	<b>Application Number Application Date</b>	<b>Patent Number Grant Date</b>	<b>Status</b>	<b>Owner</b>
RESONANT CAVITY COUPLING MECHANISM	09723857 11/28/2000	6404307 6/11/2002	Issued	Kathrein USA, Inc.
DUAL-POLARIZED RADIATING ELEMENT WITH ENHANCED ISOLATION FOR USE IN ANTENNA SYSTEM	13558288 7/25/2012	---	Pending	Kathrein USA, Inc.