

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5515872

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
SEQUENCE:	2	
CONVEYING PARTY DATA		
	Name	Execution Date
	API TECHNOLOGIES CORP.	05/09/2019
	SPECTRUM CONTROL, INC.	05/09/2019
	API / INMET, INC.	05/09/2019
	API / WEINSCHL, INC.	05/09/2019
	API CRYPTTEK INC.	05/09/2019
	SPECTRUM MICROWAVE, INC.	05/09/2019
RECEIVING PARTY DATA		
Name:	CANTOR FITZGERALD SECURITIES, AS NOTEHOLDER REPRESENTATIVE	
Street Address:	499 PARK AVENUE	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10022-1240	
PROPERTY NUMBERS		

Property Type	Number
Patent Number:	8290030
Patent Number:	7611617
Patent Number:	8289106
Patent Number:	6822845

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.

Phone: 2128598563

Email: teas@friedfrank.com

Correspondent Name: DANIEL STERN C/O FRIED FRANK ET AL

Address Line 1: ONE NEW YORK PLAZA

Address Line 4: NEW YORK, NEW YORK 10004

ATTORNEY DOCKET NUMBER: 10026-438

NAME OF SUBMITTER: DANIEL STERN

SIGNATURE: /Daniel Stern/

DATE SIGNED: 05/09/2019

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this “*IP Security Agreement*”), dated as of May 9, 2019, is among the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) and CANTOR FITZGERALD SECURITIES, as noteholder representative (the “*Noteholder Representative*”) for the ratable benefit of the Secured Parties (as defined in the Note Purchase Agreement

identifiers, whether registered or unregistered, together, in each case, with the goodwill of the business connected with the use thereof and symbolized thereby, including, without limitation, the Trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use Trademark applications, prior to the filing and acceptance of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, solely to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark applications or any registrations that issue therefrom under applicable federal law);

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shall not include, any lease, license or other agreement to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement, or create a right of termination in favor of any other party thereto (other than any Grantor or any Subsidiary of any Grantor), in each case to the extent not rendered unenforceable pursuant to the applicable provisions of the Uniform Commercial Code or other applicable law and so long as the applicable provision giving rise to such violation or invalidity or such right of termination was not incurred in anticipation of the entering into of the Note Purchase Agreement; provided, further, that (x) the Collateral includes Proceeds and receivables of any property excluded under this provision, the assignment of which is expressly deemed effective under the Uniform Commercial Code notwithstanding such prohibition and (y) such excluded lease, license or

SECTION 6. Notices, Etc. All notices and other communications provided for hereunder shall be in writing (including telegraphic, telecopy or telex communication or facsimile transmission) and mailed, telegraphed, telecopied, telexed, faxed or delivered, if to any Grantor, addressed to it in care of the Issuer at the Issuer's address specified in Section 10.02 of the Note Purchase Agreement, or if to the Noteholder Representative, to its address specified in Section 10.02 of the Note Purchase Agreement. All such notices and other communications shall be deemed to be given or made at such time as shall be set forth in Section 10.02 of the Note Purchase Agreement. Delivery by telecopier of an executed counterpart of any amendment or waiver of any provision of this IP Security Agreement or Schedule hereto shall be effective as delivery of an original executed counterpart thereof.

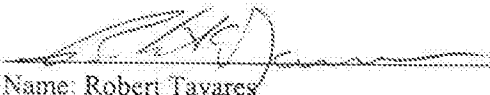
IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Grantors:

API TECHNOLOGIES CORP.
SPECTRUM CONTROL, INC.
API / INMET, INC.
API / WEINSCHL, INC.
API CRYPTTEK INC.
SPECTRUM MICROWAVE, INC.

By:

RFI HOLDING COMPANY

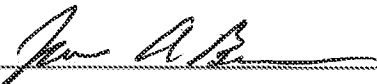
By: 
Name: Robert Tavares
Title: President, Chief Executive Officer,
Secretary and Treasurer

[Signature Page to Second Lien IP Security Agreement]

PATENT
REEL: 049132 FRAME: 0830

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CANTOR FITZGERALD, as Noteholder
Representative

By: 
Name:
Title: James Buccola
Head of Fixed Income



Schedule A

TITLE	COUNTRY	APPL. NO.	PATENT NO.	OWNER
Method And System For Providing Beam Polarization	US	10/644,643	7,227,684	API Technologies Corp.
Method And System For Performing Wavelength Locking Of An Optical Transmission Source	US	10/463,458	7,283,571	API Technologies Corp.
Optical Device And Method For Making Same	US	10/463,279	7,386,205	API Technologies Corp.
Optical Retarders And Related Devices And Systems	US	10/918,299	7,203,001	API Technologies Corp.
Multilayer Optical Filter	US	10/842,869	7,405,880	API Technologies Corp.
Aiming Device For A Bomb Disarming Disruptor	US	12/792,174	8,960,542	API Technologies Corp.
Temperature Compensated Current Monitoring	US	14/586,784	9,263,877	API Technologies Corp.
Encapsulation Technology For Saw Device	US	09/655,090	6,285,114	Spectrum Microwave, Inc.
Method And System For Providing Beam Polarization	US	10/775,356	7,268,946	API Technologies Corp.

System And Method For Traversing Metadata Across Multiple Network Domains At Various Layers Of The Protocol Stack	US	12/458,465	7,990,884	API Cryptek Inc.
Low Profile Filter	US	10/692,131	6,822,845	Spectrum Control, Inc.
Electromagnetic Filter With A Conductive Clip Retention System And Method Of Assembly	US	12/202,215	8,289,105	Spectrum Control, Inc.
Stepped Radome And Antenna Having A Stepped Radome	US	12/398,046	8,179,335	Spectrum Control, Inc.
Method Of Manufacturing A Dielectric Component, And Dielectric Components Manufactured By Such A Method	US	11/685,050	7,611,617	Spectrum Control, Inc.
Connecting Conductor	US	15/669,919	10,177,506	API Technologies Corp.
Dielectric Component Array with Failsafe Link	US	11/079,310	7,295,086	Spectrum Control Inc.
Micro-Controller with FSK Modem	US	12/345,393	8,290,030	Spectrum Control, Inc.
Method of Manufacturing a dielectric component, and dielectric components	US	11/685.050	7,611,617	Spectrum Control Inc.

manufactured by such a method.				
Electromagnetic filter with a conductive clip retention system and method of assembly.	US	12/202,215	8,289,106	Spectrum Control, Inc.
Low Profile Filter	US	10/692,131	6,822,845	Spectrum Control Inc.

Schedule B

Trademark	Serial/ Reg. No	Filing/ Reg. Date	Country/ State	Grantor
INMET	5,611,221	11/20/2018	US	API Technologies Corp.
ICALIBER	4,100,460	2/21/2012	US	API / INMET, Inc.
PLANAR BLIND-MATE	2,601,531	7/30/2002	US	API / Weinschel, Inc.
SMARTSTEP	2,449,615	5/8/2001	US	API / Weinschel, Inc.
WEINSCHEL	2,092,344	8/26/1997	US	API / Weinschel, Inc.
PLANAR CROWN	1,683,689	4/21/1992	US	API / Weinschel, Inc.
QUIETSHIELD	1,979,434	6/11/1996	US	Spectrum Control, Inc.
SAGE LABORATORIES	3,818,920	7/13/2010	US	Spectrum Control, Inc.
SAGE	3,818,921	7/13/2010	US	Spectrum Control, Inc.
WIREPAC	1,401,920	7/22/1989	US	Spectrum Control, Inc.
WIRELINE	815,375	9/20/1966	US	Spectrum Control, Inc.
SAGE	871,207	06/17/1969	US	Spectrum Control, Inc.
SMART START	4,097,837	02/14/2012	US	Spectrum Control, Inc.
SMARTSTART	4,097,836	02/14/2012	US	Spectrum Control, Inc.
ION NETWORKS	3,084,437	04/25/2006	US	API Cryptek, Inc.
NETGARD	4,342,784	5/28/2013	US	API Cryptek, Inc.

Schedule C

NONE

Schedule D

NONE