

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5890184

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
COMMUNICATIONS TEST DESIGN, INC.	12/23/2019
RECEIVING PARTY DATA	
Name:	CITIZENS BANK, N.A. (AS SUCCESSOR BY MERGER TO CITIZENS BANK OF PENNSYLVANIA)
Street Address:	28 STATE STREET
Internal Address:	SUITE 1200
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02109
PROPERTY NUMBERS Total: 17	
Property Type	Number
Patent Number:	10188207
Patent Number:	9805458
Patent Number:	8418219
Patent Number:	6967952
Patent Number:	6885698
Patent Number:	6697463
Patent Number:	6567522
Patent Number:	5661463
Patent Number:	5379229
Patent Number:	5029290
Patent Number:	5005197
Patent Number:	4741017
Patent Number:	4692939
Patent Number:	4670897
Patent Number:	4540857
Application Number:	16179299
Application Number:	11192475
CORRESPONDENCE DATA	
PATENT	

Fax Number: (215)988-2757

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: karen.spina@dbr.com

Correspondent Name: JILL E. BRONSON

Address Line 1: ONE LOGAN SQUARE, STE. 2000

Address Line 2: DRINKER BIDDLE & REATH LLP

Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103-6996

NAME OF SUBMITTER:	KAREN M. SPINA
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SIGNATURE:	/Karen M. Spina/
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DATE SIGNED:	12/31/2019
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Total Attachments: 12

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**REAFFIRMATION AND AMENDMENT TO
PATENT AND TRADEMARK SECURITY INTEREST AGREEMENT**

This REAFFIRMATION AND AMENDMENT TO PATENT AND TRADEMARK SECURITY INTEREST AGREEMENT, dated as of December 23, 2019 (as amended, restated, modified or supplemented from time to time, this “**Agreement**”), by and among COMMUNICATIONS TEST DESIGN, INC., a Pennsylvania corporation (the “**Reaffirming Party**”), in favor of CITIZENS BANK, N.A. (as successor by merger to Citizens Bank of Pennsylvania), as administrative agent (in such capacity, together with its successors and assigns in such capacity, the “**Agent**”), for the benefit of the Secured Parties (as defined in the Amended Credit Agreement referred to below). All capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Amended Credit Agreement or the Amended Patent and Trademark Security Agreement (as each such term is hereinafter defined), as applicable.

Background

Pursuant to a certain Second Amended and Restated Credit Agreement (as the same may have been amended, restated, modified or supplemented from time to time before the date hereof, the “**Existing Credit Agreement**”), dated as of April 4, 2016, by and among the Reaffirming Party, the lenders (the “**Existing Lenders**”) and the issuing bank party thereto and the Agent, the Existing Lenders agreed to extend credit to the Reaffirming Party on the terms and conditions described therein.

Concurrently herewith, the Existing Credit Agreement is being amended and restated in its entirety by that certain Third Amended and Restated Credit Agreement, dated as of the date hereof (as the same may be amended, restated, modified or supplemented from time to time, the “**Amended Credit Agreement**”), by and among the Reaffirming Party, the Agent and the lenders and issuing bank party thereto. Pursuant to the terms and conditions of the Existing Credit Agreement, the Reaffirming Party previously entered into that certain Amended and Restated Patent and Trademark Security Interest Agreement, dated as of April 4, 2016 (as the same may have been amended, restated, modified or supplemented from time to time before the date hereof, the “**Existing Patent and Trademark Security Agreement**”).

The Reaffirming Party expects to realize, or has realized, substantial direct and/or indirect benefits as a result of the Amended Credit Agreement’s becoming effective and the consummation of the transactions contemplated thereby. It is a condition precedent to effectiveness of the Amended Credit Agreement and the continued making of the financial accommodations of the Lenders under the Amended Credit Agreement that the Reaffirming Party enter into this Agreement to (a) acknowledge and agree that the Existing Patent and Trademark Security Agreement as amended by this Agreement (the Existing Patent and Trademark Security Agreement, as amended by this Agreement and as it may be further amended, restated, modified, supplemented, replaced, substituted for or superseded from time to time, the “**Amended Patent and Trademark Security Agreement**”), and the Liens granted and issued thereunder, continue to secure and guarantee the Secured Obligations, including, without limitation, all Loans and other obligations under the Amended Credit Agreement and the other Loan Documents from time to

time; and (b) make certain modifications to the Existing Patent and Trademark Security Agreement, as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. RULES OF INTERPRETATION. The rules of interpretation contained in the Amended Credit Agreement shall apply to this Agreement.

2. REAFFIRMATION.

2.1 Reaffirmation of Patent and Trademark Security Agreement. The Reaffirming Party hereby (a) acknowledges and agrees that the Liens granted to the Agent for the benefit of the Secured Parties under the Amended Patent and Trademark Security Agreement are in full force and effect, constitute valid and perfected Liens on the Collateral having priority over all other Liens on the Collateral, except to the extent permitted under the Amended Credit Agreement and the other Loan Documents, and are enforceable in accordance with the terms of the Amended Patent and Trademark Security Agreement, and will continue to secure the Secured Obligations, including the obligations under the Amended Credit Agreement, (b) reaffirms all of its obligations owing to the Agent and the Lenders under the Amended Patent and Trademark Security Agreement and (c) acknowledges and agrees that the Amended Patent and Trademark Security Agreement shall continue to constitute a legal, valid and binding obligation of the Reaffirming Party, enforceable in accordance with its terms.

2.2 Amendment. Effective on and after the Effective Date, the Existing Patent and Trademark Security Agreement and each of the Schedules thereto are each hereby amended to read in full as set forth in the pages of the Amended Patent and Trademark Security Agreement and Schedules thereto attached hereto as Exhibit A (the "Patent and Trademark Security Agreement"). Without limiting the foregoing:

(a) Each reference, whether direct or indirect, in the Patent and Trademark Security Agreement to the "Credit Agreement" shall mean and be a reference to the Amended Credit Agreement; and

(b) The definition of any term defined in the Patent and Trademark Security Agreement by reference to the terms defined in the Existing Credit Agreement shall be amended to be defined by reference to the defined term in the Amended Credit Agreement.

3. Representations and Warranties. In consideration of the execution and delivery of this Agreement, the Reaffirming Party hereby represents and warrants as follows:

3.1 The execution, delivery and performance by the Reaffirming Party of this Agreement (a) are all within the Reaffirming Party's organizational powers, (b) have been duly authorized, (c) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except such as have been obtained or made and are in full force and effect or will be obtained or made in connection with the Amended Credit Agreement, (d) will not violate any applicable Law or the charter, by-laws or organizational documents of the

Reaffirming Party, (e) will not violate or result (alone or with notice or lapse of time, or both) in any default under any material contract of the Reaffirming Party or other Loan Party, and (f) will not result in the creation or imposition of any Lien on any asset of the Reaffirming Party, except Liens created or permitted pursuant to the Loan Documents.

3.2 The Reaffirming Party will receive direct and indirect benefits as a result of the Amended Credit Agreement becoming effective and the consummation of the transactions contemplated thereby. The Reaffirming Party represents and warrants that all the representations and warranties made by the Reaffirming Party in each of the Loan Documents to which it is a party or made in any Loan Document with respect to the Reaffirming Party are true and correct in all material respects on and as of the date hereof, except that such representations and warranties (a) that relate solely to an earlier date shall be true and correct in all material respects as of such earlier date and (b) shall be true and correct in all respects to the extent they are qualified by a materiality standard.

4. MISCELLANEOUS.

4.1 Security Document. This Agreement, and the Patent and Trademark Security Agreement (as amended hereby), are each a Loan Document and Security Document executed pursuant to the Amended Credit Agreement.

4.2 No Novation. It is the intention of the parties hereto that this Agreement shall not constitute a termination of the Existing Patent and Trademark Security Agreement, nor shall it extinguish the obligations for the payment of any Secured Obligations and/or any amounts due under the Existing Credit Agreement, or discharge or release (a) the performance of any party or (b) the attachment, creation or priority of any security interest or other Lien granted under the Existing Patent and Trademark Security Agreement. It is the intention of the parties hereto that nothing herein contained or in the Amended Credit Agreement shall be construed as a substitution, novation, release or discharge of (i) any of the Loans or other obligations outstanding under the Existing Credit Agreement or (ii) any of the Secured Obligations outstanding under the Existing Patent and Trademark Security Agreement, each of which shall remain in full force and effect, except to any extent modified hereby or by the Amended Credit Agreement. It is the intention of the parties hereto that all such Liens granted under the Existing Patent and Trademark Security Agreement and the other Loan Documents (including the Liens granted under the Existing Patent and Trademark Security Agreement) shall continue in full force and effect as amended, supplemented or otherwise modified herein.

4.3 Effectiveness; Successors and Assigns. This Agreement shall become effective when it shall have been executed by the Agent and when the Agent shall have received counterparts hereof that when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

4.4 Amendments and Waivers. No amendment, modification, termination, or waiver of any provision of this Agreement will be effective, binding or enforceable unless in writing and signed on behalf of the party against whom enforcement is sought.

4.5 Applicable Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (EXCLUDING THE LAWS APPLICABLE TO CONFLICTS OR CHOICE OF LAW).


4.6 Counterparts; Facsimile Signature. 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 of this Agreement by telecopy or by e-mail (in .pdf form) shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

REAFFIRMING PARTY:

COMMUNICATIONS TEST DESIGN, INC.

By: 
Name: Gerald J. Parsons
Title: Chairman & CEO

[Signature Page to Patent and Trademark Security Reaffirmation Agreement]

CITIZENS BANK, N.A., in its capacity as Agent

By: 

Name: Eric Ritter

Title: Senior Vice President

[Signature Page to Patent and Trademark Security Reaffirmation Agreement]

PATENT
REEL: 051394 FRAME: 0945

EXHIBIT A

AMENDED PATENT AND TRADEMARK SECURITY AGREEMENT

See attached.

**TO BE ATTACHED TO REAFFIRMATION AND AMENDMENT TO
PATENT AND TRADEMARK SECURITY INTEREST AGREEMENT**

PATENT AND TRADEMARK SECURITY INTEREST AGREEMENT

This Patent and Trademark Security Interest Agreement (this "Agreement") is made as of April 4, 2016, by and among Citizens Bank, N.A. (as successor by merger to Citizens Bank of Pennsylvania), as agent for itself and the other Secured Parties (as that term is defined in the Credit Agreement defined below) (together with its successors and assigns in such capacity, "Agent"), and Communications Test Design, Inc., a Pennsylvania corporation (together with its successors and assigns, "Grantor").

WHEREAS, Grantor owns all right, title and interest in and to certain U.S. patents and patent applications (the "Patents") and U.S. trademark registrations and applications (the "Trademarks"), including those Patents and Trademarks listed on the annexed Schedule A;

WHEREAS, Agent, Grantor, and the Lenders (as that term is defined in the Credit Agreement defined below) entered into that certain Third Amended and Restated Credit Agreement dated as of the Effective Date (as that term is defined therein) (as the same may be amended, restated, modified, supplemented and/or replaced from time to time, the "Credit Agreement"), pursuant to which the Lenders agreed to extend credit to Grantor on the terms and conditions described therein;

WHEREAS, Grantor is obligated to Agent pursuant to an Amended and Restated Security Agreement dated as of the Original Closing Date (as that term is defined in the Credit Agreement) (as the same has been amended, restated, modified, supplemented and/or replaced as of the Effective Date and as it may be further amended, restated, modified, supplemented and/or replaced from time to time, the "Security Agreement"), in favor of Agent; and

WHEREAS, pursuant to the Security Agreement, Grantor granted to Agent a security interest in all right, title and interest of Grantor in and to, among other things, the Patents and Trademarks, including the applications and registrations therefor, together with the goodwill of the business connected with the use of and symbolized by the Patents and Trademarks and all proceeds thereof, including, without limitation, any and all past, present and future causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby grant to Agent a security interest in the Collateral to secure the prompt payment, performance and observance of its obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Collateral made and granted hereby are fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[Signature Page Follows]

IN WITNESS WHEREOF, this Patent and Trademark Security Interest Agreement is duly executed on behalf of Grantor on the date and year first above written.

GRANTOR:

COMMUNICATIONS TEST DESIGN, INC.

By: _____

Name: Gerald J. Parsons




Title: Chairman & CEO

Signature Page to Patent and Trademark Agreement

SCHEDULE A

PATENTS AND TRADEMARKS

U.S. TRADEMARK REGISTRATIONS / APPLICATIONS

Communications Test Design, Inc.				
MARK	Reg#	Appl#	Owner of Record	Status
CTDI		88530374	Communications Test Design, Inc.	Pending
CTDI		88527864	Communications Test Design, Inc.	Pending
ECOLIFE 	3944990	77717899	Communications Test Design, Inc.	Registered
ECOLIFE	3941255	77717833	Communications Test Design, Inc.	Registered
QUADLOCK 	3839684	77478340	Communications Test Design, Inc.	Registered
QUADLOCK	3653326	77476722	Communications Test Design, Inc.	Registered
QUADLOCK	3748171	77476398	Communications Test Design, Inc.	Registered
SYDNEY HARBOUR	3645834	77475360	Communications Test Design, Inc.	Registered
ALLOPTIC	2743171	76171999	Communications Test Design, Inc.	Registered
ON-LINE SUPPLY	2470995	75768584	Communications Test Design, Inc.	Registered
		85930747		DEAD
AZURA		85930739		DEAD
AZURA	4096655	77957819		DEAD
CORMIS	1853864	74069082		DEAD
CTDI	2212235	75246149		DEAD
GRIDMAX	3097273	76641345		DEAD
PHOENIX ACCESSORIES		85477664		DEAD
PIC-SCAN	1538382	73681304		DEAD
RUGGED	3964856	85032885		DEAD
RUGGED EQUIPMENT	3964857	85032923		DEAD
THE AUTO CALL SYSTEM		73431590		DEAD
THE AUTOCALL SYSTEM		73431590		DEAD

U.S. PATENTS / APPLICATIONS

PATENT #	APPLICATION #	OWNER OF RECORD	STATUS
--	16/179,299	COMMUNICATIONS TEST DESIGN, INC.	Pending
10,188,207	15/409,047	COMMUNICATIONS TEST DESIGN, INC.	Granted
9,805,458	15/409,079	COMMUNICATIONS TEST DESIGN, INC.	Granted
--	11/192,475	COMMUNICATIONS TEST DESIGN INC.	Abandoned
8,418,219	12/583,344	COMMUNICATIONS TEST DESIGN, INC.	Expired
6,967,952	09/775,936	COMMUNICATIONS TEST DESIGN INC.	Expired
6,885,698	09/811,356	COMMUNICATIONS TEST DESIGN INC.	Expired
6,697,463	09/510,419	COMMUNICATIONS TEST DESIGN INC.	Expired
6,567,522	09/295,046	COMMUNICATIONS TEST DESIGN INC.	Expired
5,661,463	08/422,451	COMMUNICATIONS TEST DESIGN, INC.	Expired
5,379,229	07/900,964	COMMUNICATIONS TEST DESIGN, INC.	Expired
5,029,290	07/473,446	COMMUNICATIONS TEST DESIGN, INC.	Expired
5,005,197	07/444,106	COMMUNICATIONS TEST DESIGN, INC.	Expired
4,741,017	06/939,367	COMMUNICATIONS TEST DESIGN, INC.	Expired
4,692,939	06/841,173	COMMUNICATIONS TEST DESIGN, INC.	Expired
4,670,897	06/774,061	COMMUNICATIONS TEST DESIGN, INC.	Expired
4,540,857	06/520,194	COMMUNICATIONS TEST DESIGN, INC.	Expired