

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8348365

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
PRODUCTS SUPPORT, LLC	12/22/2023
CUSTOM MICROWAVE, INC.	12/22/2023
RECEIVING PARTY DATA	
Name:	ALTER DOMUS (US) LLC
Street Address:	225 WEST WASHINGTON STREET
Internal Address:	9TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	9173248
Patent Number:	7408427
Patent Number:	9748623
Patent Number:	9972897
Patent Number:	11088461
CORRESPONDENCE DATA	
Fax Number:	
<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:	714.668.6200
Email:	johnkline@paulhastings.com
Correspondent Name:	JOHN KLINE
Address Line 1:	695 TOWN CENTER DRIVE
Address Line 2:	SEVENTEENTH FLOOR
Address Line 4:	COSTA MESA, CALIFORNIA 92626
NAME OF SUBMITTER:	JOHN KLINE
SIGNATURE:	/s/ John Kline
DATE SIGNED:	12/25/2023

Total Attachments: 8

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “Patent Security Agreement”) is made this December 22, 2023, by and among PRODUCTS SUPPORT, LLC, a Delaware limited liability company, and Custom Microwave, Inc., a Colorado corporation (each a “Grantor”), and ALTER DOMUS (US) LLC, in its capacity as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated December 22, 2023 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) by and among TCFII NHT LLC, a Delaware limited liability company (the “Parent”), Vitesse Systems Parent LLC, a Delaware limited liability company (“VSP”), Custom Microwave, Inc., a Colorado corporation (“CMi” and together with VSP, each a “Borrower” and collectively, the “Borrowers”), the financial institutions or other entities party thereto from time to time, as Lenders (such lenders, together with their respective successors and assigns in such capacity, each, individually, a “Lender” and, collectively, the “Lenders”), Capital One, National Association, as Revolving Agent, and Agent, the Lenders have agreed to make certain financial accommodations available to the Borrowers pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantor shall have executed and delivered to Agent, for the benefit of the Lenders, that certain Security Agreement, dated as of December 22, 2023 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** Grantor hereby unconditionally grants and pledges to Agent, for the benefit of the Lenders and the other Secured Parties, to secure the Obligations, a continuing security interest (referred to in this Patent Security Agreement as the “Security Interest”) in all of the Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Patent Collateral”):

(a) all of its Patents and Patent intellectual property licenses to which it is a party including those referred to on Schedule I; and

(b) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or any Patents exclusively licensed under any Intellectual Property License, including right

to receive any damages, or (ii) right to receive license fees, royalties, and other compensation under any Patent intellectual property license.

3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Agent, the Lenders, the other Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the Security Interests granted to Agent, for the benefit of the Lenders and the other Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Patent Collateral 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. To the extent there is any inconsistency between this Patent Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new patents, the provisions of this Patent Security Agreement shall automatically apply thereto, and the Grantor shall give prompt notice in writing to Agent with respect to any such new patents or renewal or extension of any patent registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent (or its designee) unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of the Grantor except any "intent to use" patent applications 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" patent applications under applicable federal law. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

7. GOVERNING LAW; SUBMISSION TO JURISDICTION. THIS PATENT SECURITY AGREEMENT, AND ALL MATTERS RELATING HERETO OR ARISING THEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES. THE GRANTOR AND AGENT HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE BOROUGH OF MANHATTAN, STATE OF NEW YORK AND IRREVOCABLY AGREES THAT, SUBJECT TO AGENT'S ELECTION, ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS

PATENT SECURITY AGREEMENT SHALL BE LITIGATED IN SUCH COURTS. THE GRANTOR AND AGENT EXPRESSLY SUBMITS AND CONSENTS TO THE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS. THE GRANTOR AND AGENT HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON THE GRANTOR OR AGENT, AS APPLICABLE, BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO THE GRANTOR, OR AGENT, AS APPLICABLE, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 8 OF THE SECURITY AGREEMENT AND SERVICE SO MADE SHALL BE COMPLETE TEN (10) DAYS AFTER THE SAME HAS BEEN POSTED.

8. WAIVER OF JURY TRIAL. GRANTOR AND AGENT HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS PATENT SECURITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. GRANTOR AND AGENT ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP THAT EACH HAS RELIED ON THE WAIVER IN ENTERING INTO THIS PATENT SECURITY AGREEMENT AND THE OTHER FINANCING DOCUMENTS, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. GRANTOR AND AGENT WARRANT AND REPRESENT THAT EACH HAS HAD THE OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.

9. General Terms and Conditions. In addition to and without limitation of any of the foregoing, this Patent Security Agreement shall be deemed to be a Financing Document and shall otherwise be subject to all of the general terms and conditions contained in Article 11 of the Credit Agreement, *mutatis mutandi*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

PRODUCTS SUPPORT, LLC, a Delaware limited liability company

By: 

Name: Rick Moore

Title: Vice President

Signature Page to Patent Security Agreement

PATENT
REEL: 065949 FRAME: 0529

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

CUSTOM MICROWAVE, INC., a Colorado corporation

By: 

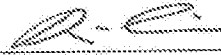
Name: Rick Moore

Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

ALTER DOMUS (US) LLC, as Agent

By: 
Name: Pinju Chiu
Title: Associate Counsel

[Signature Page to Patent Security Agreement]

PATENT
REEL: 065949 FRAME: 0531

SCHEDULE I
TO
PATENT SECURITY AGREEMENT
Patent Registrations/Applications

Credit Party	Patent	Country	Status	Serial No.	Filing Date	Registration No.	Registration Date
TCFII NHI LLC	None						
Vitesse Systems Patent LLC	None						
Nevada Heat Treating, LLC	None.						
Sterling Precision, LLC	None.						
Products Support, LLC	Thawing oven	United States	Active	13/047,183	March 14, 2011	9,173,248 B2	Oct. 27, 2015
Custom Microwave, Inc.	Compact multi-frequency feed with/without tracking	United States	Active	11/270,861	November 9, 2005	7,408,427	August 5, 2008
Custom Microwave, Inc.	Curved filter high density microwave feed network	United States	Active	14/788,583	June 30, 2015	9,748,623	August 29, 2017
Custom Microwave, Inc.	E-band array element with integrated triplexer for GPS payloads	United States	Active	15/672,673	August 9, 2017	9,972,897	May 15, 2018
Custom Microwave, Inc.	Quad band petal reflector antenna	United States	Active	17/208,301	March 22, 2021	11,088,461	August 10, 2021