

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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Assignment ID: PATI1110

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
COMTECH TELECOMMUNICATIONS CORP.	02/02/2024
COMTECH SYSTEMS INC.	02/02/2024
RECEIVING PARTY DATA	
Company Name:	CITIBANK, N.A., AS ADMINISTRATIVE AGENT
Street Address:	ATTENTION: RELATIONSHIP OFFICER - COMTECH TELECOMMUNICATIONS CORP. 1 RXR PLAZA
City:	UNIONDALE
State/Country:	NEW YORK
Postal Code:	11556
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10476628
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:	202-370-4750
Email:	ipteam@cogencyglobal.com
Correspondent Name:	khadijah sampson
Address Line 1:	1025 Connecticut Ave NW, Suite 712
Address Line 2:	COGENCY GLOBAL INC.
Address Line 4:	Washington , DISTRICT OF COLUMBIA 20036
NAME OF SUBMITTER:	Andrew Hackett
SIGNATURE:	Andrew Hackett
DATE SIGNED:	02/05/2024
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 5	
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PATENT SECURITY AGREEMENT dated as of February 2, 2024 (this "Agreement"), among Comtech Telecommunications Corp., a Delaware corporation (the "Borrower"), the other Subsidiary Loan Parties from time to time party hereto and Citibank, N.A. ("Citi"), as Administrative Agent.

Reference is made to (a) the Third Amended and Restated Credit Agreement dated as of November 7, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders from time to time party thereto and Citi, as Administrative Agent, and (b) the Guarantee and Collateral Agreement dated as of February 23, 2016 (as supplemented by Supplement No. 1, dated as of July 30, 2021, to the Guarantee and Collateral Agreement, as amended by Amendment No. 1 to the Guarantee and Collateral Agreement dated as of November 7, 2023, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrower, the Subsidiary Loan Parties from time to time party thereto and Citi, as Administrative Agent. The Lenders have agreed to extend credit to the Borrower, and the Issuing Bank is willing to issue Letters of Credit for the account of the Borrower and each Subsidiary Loan Party, subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Bank to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Subsidiary Loan Parties party hereto are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Bank to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor pursuant to the Collateral Agreement did, and hereby does, grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Patent Collateral"):

- (a) All letters patent of the United States of America or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States of America or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and

Trademark Office or any similar office in any other country, including those listed on Schedule I; and

- (b) All reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

SECTION 3. Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Patent Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on 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 facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.


SECTION 5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

COMTECH TELECOMMUNICATIONS
CORP.,

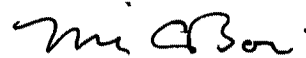
by



Name: Michael A. Bondi
Title: Chief Financial Officer

COMTECH SYSTEMS INC.,

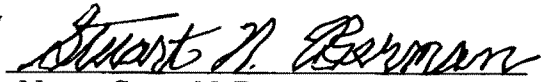
by



Name: Michael A. Bondi
Title: Chief Financial Officer

CITIBANK, N.A., as
Administrative Agent,

by

A handwritten signature in black ink, appearing to read "Stuart N. Burman", written over a horizontal line.

Name: Stuart N. Burman

Title: Authorized Signatory

SCHEDULE I

Patents Owned by Comtech Systems Inc.

U.S. Patents

<u>Title</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Patent No.</u>	<u>Registration Date</u>
ADAPTIVE CODING AND MODULATION (ACM) TRANSCEIVER SYSTEM	16/142,276	2018-SEP-2018	10476628	2019-NOV-12