

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI471521

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
Astronics Aserostat Corporation	07/11/2024
Astronics Advanced Electronic Systems Corp.	07/11/2024
Astronics Test Systems Inc.	07/11/2024
RECEIVING PARTY DATA	
Company Name:	HSBC Bank USA, National Association, as Agent
Street Address:	452 Fifth Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
PROPERTY NUMBERS Total: 28	
Property Type	Number
Application Number:	16318475
Application Number:	14313595
Application Number:	17943718
Application Number:	16950589
Application Number:	17101894
Application Number:	16307256
Application Number:	17120847
Application Number:	11970430
Application Number:	12279158
Application Number:	13453862
Application Number:	14083212
Application Number:	14161973
Application Number:	15155795
Application Number:	14471998
Application Number:	15972511
Application Number:	17467195
Application Number:	63232468
Application Number:	63219684

PATENT

Property Type	Number
Application Number:	17886971
Application Number:	18381575
Application Number:	17527760
Application Number:	17861056
Application Number:	17943163
Application Number:	17725221
Application Number:	12495002
Application Number:	11824284
Application Number:	18198366
Application Number:	16580690

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: 8009279801
Email: jean.paterson@cscglobal.com
Correspondent Name: CSC J. Paterson
Address Line 1: 19 West 44th Street
Address Line 2: Suite 200
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	Jean Paterson
DATE SIGNED:	09/04/2024

Total Attachments: 8

source=9-3-2024 Astronics Aerostat-PT#page1.tiff
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PATENT SECURITY AGREEMENT

Patent Security Agreement, dated as of July 11, 2024 (this “**Patent Security Agreement**”), by ASTRONICS AEROSAT CORPORATION, a New Hampshire corporation, PECO, INC., an Oregon corporation, ASTRONICS ADVANCED ELECTRONIC SYSTEMS CORP., a Washington corporation and ASTRONICS TEST SYSTEMS INC., a Delaware corporation (individually, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of HSBC Bank USA, National Association, in its capacity as Agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the “**Agent**”), for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, the Grantors are party to a Fourth Amended and Restated Security Agreement dated as of July 11, 2024 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Agent, for the benefit of the Secured Parties, pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and the Credit Agreement and used herein have the meaning given to them in the Security Agreement and the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest in Patent Collateral. As collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, each Grantor hereby mortgages, pledges, collaterally assigns, and grants to the Agent, its successors and permitted assigns, on behalf of and for the benefit of the Secured Parties, a continuing security interest in all of its right, title and interest in, to and under all of the following assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor, and regardless wherever located (collectively, the “**Patent Collateral**”):

- (a) all of its Patents and Patent Licenses (including, without limitation, the patents and patent applications therein), including the Patents referred to on Schedule I hereto;
- (b) all inventions described and claimed therein or designs disclosed or claimed therein, including the right to exclude others from making, using and/or selling the inventions or designs disclosed or claimed therein;
- (c) all reissues, reexaminations, continuations, continuations-in-part, divisions, renewals and extensions thereof and amendments thereto;
- (d) all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present and future infringement thereof;

- (e) all rights to sue for past, present and future infringements thereof; and
- (f) all rights, corresponding to any of the foregoing, in each case, excluding any Excluded Assets.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Office of the Commissioner for Patents and Trademarks records this security interest in the Patent Collateral.

SECTION 4. The Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Patents made and granted hereby and thereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Agent shall otherwise determine.

SECTION 5. Termination. This Patent Security Agreement shall automatically terminate upon the termination of the Security Agreement in accordance with Section 6.11 thereof with respect to any Grantor or any Collateral of any Grantor under this Patent Security Agreement, and notwithstanding such automatic termination, upon request of such Grantor the Agent shall, at the reasonable expense of such Grantor, execute, acknowledge, and deliver to such Grantor an instrument in writing in recordable form releasing the lien on and security interest in the applicable Patents under this Patent Security Agreement.

SECTION 6. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

SECTION 7. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[SIGNATURE PAGES FOLLOW]

**ASTRONICS AEROSAT CORPORATION
PECO, INC.**

**ASTRONICS ADVANCED ELECTRONIC
SYSTEMS CORP.**

**ASTRONICS TEST SYSTEMS, INC., each as a
Grantor**



By: _____

Name: David C. Burney

Title: Secretary and Treasurer

**HSBC BANK USA, NATIONAL
ASSOCIATION,**
as Agent

DocuSigned by:
Ershad Sattar
By _____
Name: Ershad Sattar
Title: Vice President

[Signature Page to Patent Security Agreement]

PATENT
REEL: 068478 FRAME: 0774

Schedule I
to
PATENT SECURITY AGREEMENT
PATENTS AND PATENT APPLICATIONS

Patents:

<u>OWNER</u>	<u>TITLE</u>	<u>APPLICATION NO. AND FILING DATE</u>	<u>REG NO. AND REG. DATE</u>
Astronics AeroSat Corporation	Multi-Channel Communications Antenna	16/318475 7/18/2017	11929552 03/12/2024
Astronics AeroSat Corporation	Communication System With Broadband Antenna	14/313595 6/24/2014	9293835 3/22/2016
Astronics AeroSat Corporation	COLLISION AVOIDANCE SYSTEM	17/943718 9/13/2022	Pending
Astronics Connectivity Systems & Certification Corp	Public Address Pause Module	16/950,589 11/17/2020	11,523,237 12/6/2022
Astronics Connectivity Systems & Certification Corp	Gate-Based Optical Data Transmission	17/101,894 11/23/2020	11,777,604 10/3/2023
Astronics Connectivity Systems & Certification Corp	Cord Reel Assembly with Continuous Cord (New Configurations; defines a single round cable that is used to extend and retract and rotation of spool is counteracted by twisting/untwisting of the cable along its length)	16/307,256 06/07/2017	10865067 12/15/2020

Schedule I

PATENT
REEL: 068478 FRAME: 0775

Astronics Connectivity Systems & Certification Corp	Cord Reel Assembly with Continuous Cord (New Configurations; defines a single round cable that is used to extend and retract and rotation of spool is counteracted by twisting/untwisting of the cable along its length	17/120,847 12/14/2020	11964845 04/23/2024
PECO, Inc.	Assessing Runway visibility to airborne infrared vision devices Max-Viz	11/970430 1/7/2008	7605369 10/20/2009
PECO, Inc.	System for and method of synchronous acquisition of pulsed source light in performance of monitoring aircraft flight operation	12/279158 8/12/2008	7705879 4/27/2010
PECO, Inc.	System for and method of synchronous acquisition of pulsed source light in performance of monitoring aircraft flight operation	13/453,862 04/23/2012	RE44,604 11/19/2013
PECO, Inc.	System for and method of synchronous acquisition of pulsed source light in performance of monitoring aircraft flight operation	14/083,212 11/18/2013	RE45,452 04/07/2015
Astronics Advanced Electronic Systems Corp.	Enhanced Load Management and Distribution System	14/161973 1/23/2014	9178358 11/3/2015
Astronics Advanced Electronic Systems Corp.	Paralleling Mechanical Relays for Increased Current Carrying and Switching Capacity	15/155795 5/16/2016	10186857 1/22/2019

Astronics Advanced Electronic Systems Corp.	Split Rail PFC and AC Inverted Architecture	14/471998 8/28/2014	10476370 11/12/2019
Astronics Advanced Electronic Systems Corp.	System of Termination of High Power Transformers for Reduced AC Termination Loss at High Frequency	15/972511 5/7/2018	11670448 6/6/2023
Astronics Advanced Electronic Systems Corp.	Apparatus and Method for Detecting Series Arcing in an Electrical Circuit	17/467195 9/4/2021	11870234 1/9/2024
Astronics Advanced Electronic Systems Corp.	System and Method for Detection and Isolation of Arc Fault	63/232468 8/12/2021	Pending
Astronics Advanced Electronic Systems Corp.	Method for Eliminating Contactor / Relay Contact Bounce Under Transient High Vibration Conditions	63/219684 7/8/2021	Pending
Astronics Advanced Electronic Systems Corp.	System and Method for Detection and Isolation of Arc Fault	17/886,971 8/12/2022	Pending
Astronics Advanced Electronic Systems Corp.	Distributed Wireless Power Distribution System	18/381575 10/18/2023	Pending
Astronics Advanced Electronic Systems Corp.	Method for Managing Flow Equalization Among Consumers on a Common Distribution Network	17/527,760 11/16/2021	Pending

Astronics Advanced Electronic Systems Corp.	METHOD AND APPARATUS FOR HANDLING CONTACTOR / RELAY CONTACT BOUNCE UNDER TRANSIENT CONDITIONS	17/861,056 7/8/2022	Pending
Astronics Advanced Electronic Systems Corp.	METHOD FOR MONITORING ABNORMAL CONDITIONS IN AN ELECTRICAL DISTRIBUTION SYSTEM	17/943,163 9/12/2022	Pending
Astronics Advanced Electronic Systems Corp.	High Voltage High Current Arc Extinguishing Contactor	17/725,221 4/20/2022	11948762 4/2/2024
Astronics Advanced Electronic Systems Corp.	SYSTEM AND METHOD TO MEASURE LOAD TYPE AND EXCLUDE THE HUMAN BODY MODEL	12/495,002 6/30/2009	8089181 1/3/2012
Astronics Test Systems Inc.	Switch Matrix	11/824284 6/29/2007	8169296 5/1/2012
Astronics Test Systems Inc.	VECTOR CHANNEL ANALYZER	18/198,366 5/17/2023	Pending
DiagnoSYS Inc.	Trainline Performance Evaluation	16/580690 9/24/2019	10759545 9/1/2020