

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aeroflex Colorado Springs, Inc., as successor in interest to Aeroflex UTMC Microelectronic Systems Inc.		09/14/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Credit Partners L.P., as Collateral Agent		
Street Address:	30 Hudson Street		
Internal Address:	17th Floor		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07302		
Entity Type:	LIMITED PARTNERSHIP:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2544061	QCOTS	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive		
Address Line 2:	Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	022411-0803		
NAME OF SUBMITTER:	Rhonda DeLeon		

OP \$40.00 2544061

Signature:	/Rhonda DeLeon/
Date:	09/17/2007
Total Attachments: 5 source=AeroflexTSA#page1.tif source=AeroflexTSA#page2.tif source=AeroflexTSA#page3.tif source=AeroflexTSA#page4.tif source=AeroflexTSA#page5.tif	

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

Amended and Restated Trademark Security Agreement, dated as of September 14, 2007 (as amended, restated or otherwise modified, the "Trademark Security Agreement"), between each of the undersigned (collectively, "Grantors") and GOLDMAN SACHS CREDIT PARTNERS, L.P., in its capacity as collateral agent for the Secured Parties (together with successors and assigns in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Grantors are party to a Trademark Security Agreement dated as of August 15, 2007 (the "Existing Trademark Security Agreement") between certain of the Grantors and the Collateral Agent;

WHEREAS, Grantors are party to a Pledge and Security Agreement dated as of August 15, 2007 (the "Pledge and Security Agreement") between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

WHEREAS, each of the Grantors and the Collateral Agent desire to amend and restate the Existing Trademark Security Agreement with this Trademark Security Agreement;

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

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

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to Collateral Agent for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including, but not limited to: (i) the registrations and applications referred to on Schedule I hereto (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all

Proceeds of the foregoing, including, without limitation, licenses, royalties, income payments, claims, damages and proceeds of suit (collectively, "Trademarks"); and

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto (collectively, "Trademark Licenses").

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

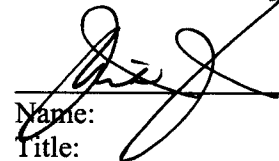
SECTION 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

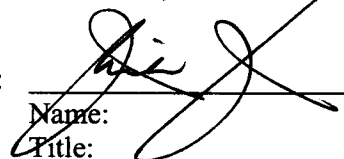
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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

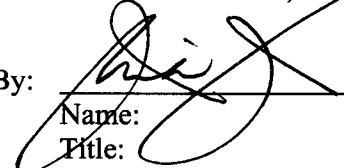
AEROFLEX INCORPORATED

By: 
Name: _____
Title: _____

**AEROFLEX COLORADO SPRINGS, INC.
AEROFLEX WICHITA, INC.
AEROFLEX / WEINSCHL, INC.
IFR SYSTEMS, INC.**

By: 
Name: _____
Title: _____

AEROFLEX / INMET, INC.

By: 
Name: _____
Title: _____

[Amended and Restated Trademark Security Agreement]

Accepted and Agreed:

GOLDMAN SACHS CREDIT PARTNERS, L.P.,
as Collateral Agent

By: _____



Name:

Title:

Walter A. Jackson
Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Jurisdiction	Trademark	Registration No. (App. No.)	Reg. Date (App. Date)	Record Owner
United States	AEROFLEX	3,026,785	December 13, 2005	Aeroflex Wichita, Inc.
United States	FASTSOURCE	2,589,802	July 02, 2002	Aeroflex Incorporated
United States	INMET	2,076,709	July 08, 1997	Aeroflex / Inmet, Inc.
United States	FAST BIT	2,359,767	June 20, 2000	Aeroflex Wichita, Inc.
United States	IQCREATOR	2,825,047	March 23, 2004	IFR Systems, Inc.
United States	PLANAR BLIND-MATE	2,601,531	July 30, 2002	MCE/Weinschel Corporation
United States	PLANAR CROWN	1,683,689	April 21, 1992	Manufacturers And Traders Trust Company; MCE/Weinschel Corporation
United States	QCOTS	2,544,061	March 5, 2002	Aeroflex UTMC Microelectronic Systems Inc.
United States	SMARTSTEP	2,449,615	May 8, 2001	Aeroflex / Weinschel, Inc.
United States	WEINSCHHEL	2,092,344	August 26, 1997	Aeroflex / Weinschel, Inc.
United States	IFR	1707914	8/18/92	IFR Systems, Inc.
United States	ADVANCING WIRELESS TEST	2605729	8/6/02	IFR Systems, Inc.