

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 Incorporated		05/09/2011	CORPORATION: DELAWARE
Aeroflex/Inmet, Inc.		05/09/2011	CORPORATION: MICHIGAN
Aeroflex Microelectronic Solutions, Inc.		05/09/2011	CORPORATION: MICHIGAN
Aeroflex Systems Group, Inc.		05/09/2011	CORPORATION: DELAWARE
Aeroflex Wichita, Inc.		05/09/2011	CORPORATION: DELAWARE
Aeroflex/Weinschel, Inc.		05/09/2011	CORPORATION: MICHIGAN
IFR Systems, Inc.		05/09/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, NA, as Collateral Agent
Street Address:	277 Park Avenue, 23rd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10172
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	3026785	AEROFLEX
Registration Number:	2359767	FAST BIT
Registration Number:	2825047	IQCREATOR
Registration Number:	2601531	PLANAR BLIND-MATE
Registration Number:	1683689	PLANAR CROWN
Registration Number:	2449615	SMARTSTEP
Registration Number:	2092344	WEINSCHHEL
Registration Number:	1707914	IFR

OP \$465.00 3026785

Registration Number:	2605729	ADVANCING WIRELESS TEST
Registration Number:	3541319	5000 SMART E SMART ENVIRONMENT 5000 SERIES
Registration Number:	3541321	SMART E
Registration Number:	3541322	SMART^E
Registration Number:	2885253	ARENDAR
Registration Number:	3706274	TSAAS
Serial Number:	77697839	SEMI-SCALE
Serial Number:	77967650	SIGNAL SAFARI
Serial Number:	85215620	AVIONICS TEST STUDIO
Serial Number:	74633881	INMET

CORRESPONDENCE DATA

Fax Number: (800)516-6304
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 614-280-3303
Email: Michael.Violet@wolterskluwer.com
Correspondent Name: Michael Violet
Address Line 1: 4400 Easton Commons Way, Suite 125
Address Line 2: CT Corporation
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Maureen P. Murphy
Signature:	/Maureen P. Murphy/
Date:	06/10/2011

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of May 9, 2011 (as amended, restated or otherwise modified, the "Trademark Security Agreement"), between each of the undersigned (collectively, "Grantors") and JPMORGAN CHASE BANK, N.A., 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 Pledge and Security Agreement dated as of May 9, 2011 (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;

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.

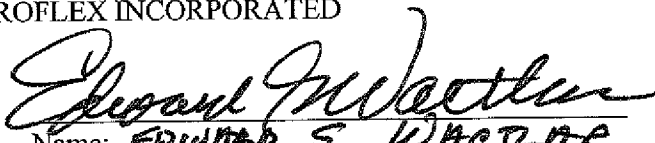
SECTION 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

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.

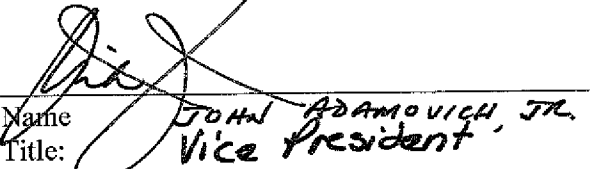
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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

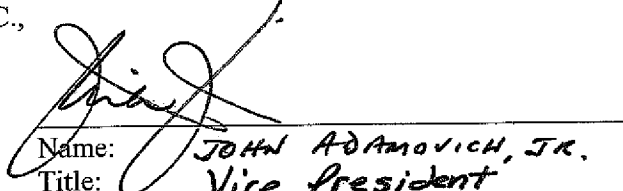
AEROFLEX INCORPORATED

By: 
Name: EDWARD S. WACHTLER
Title: SENIOR VP & GENERAL COUNSEL

AEROFLEX / INMET, INC.


By: 
Name: JOHN ADAMOVICH, JR.
Title: Vice President

AEROFLEX / WEINSCHEL, INC.,
AEROFLEX WICHITA, INC.,
AEROFLEX SYSTEMS GROUP INC.,
IFR SYSTEMS, INC.,
AEROFLEX MICROELECTRONICS SOLUTIONS,
INC.,

By: 
Name: JOHN ADAMOVICH, JR.
Title: Vice President

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: 
Name: Anthony Galea
Title: Vice-President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004558 FRAME: 0457

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Jurisdiction	Trademark	Registration No. (App. No.)	Reg. Date (App. Date)	Record Owner
United States	AEROFLEX	3,026,785	December 13, 2005	Aeroflex Incorporated
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	Aeroflex/Weinschel, Inc.
United States	PLANAR CROWN	1,683,689	April 21, 1992	Manufacturers And Traders Trust Company; MCE/Weinschel Corporation (n/k/a Aeroflex/Weinschel, Inc.)
United States	SMARTSTEP	2,449,615	May 8, 2001	Aeroflex/Weinschel, Inc.
United States	WEINSCHEL	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.
United States	5000 SMART E SMART ENVIRONMENT 5000 SERIES	3541319	12/2/2008	Aeroflex High Speed Test Solutions, Inc. (n/k/a Aeroflex Systems Group, Inc.)
United States	SMARTE E and Design	3541321	12/2/2008	Aeroflex High Speed Test Solutions, Inc. (n/k/a Aeroflex Systems Group, Inc.)
United States	SEMI-SCALE	77697839	3/24/2009	Aeroflex Microelectronics Solutions, Inc.
United States	SIGNAL SAFARI	77967650	3/24/2010	Aeroflex Wichita, Inc.
United States	AVIONICS TEST STUDIO	85215620	1/12/2011	Aeroflex Wichita, Inc.
United States	INMET	74633881	2/13/1995	Aeroflex/Inmet Corporation (n/k/a Aeroflex / Inmet, Inc.)
United States	SMARTE^E	3541322	12/2/2008	Aeroflex High Speed Test Solutions, Inc. (n/k/a Aeroflex Systems Group, Inc.)
United States	ARENDAR	2885253	9/14/2004	VI Technology, Inc. (n/k/a Aeroflex Systems Group, Inc.)
United States	TSaaS	3706274	11/3/2009	VI Technology, Inc. (n/k/a Aeroflex Systems Group, Inc.)