

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SPECTRUM CONTROL, INC.		02/06/2013	CORPORATION:
API CRYPTTEK INC.		02/06/2013	CORPORATION:
SENDEC CORP.		02/06/2013	CORPORATION:

RECEIVING PARTY DATA

Name:	GUGGENHEIM CORPORATE FUNDING, LLC
Street Address:	135 EAST 57TH STREET
Internal Address:	6th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1979434	QUIETSHIELD
Registration Number:	2830947	SMART START
Registration Number:	3084437	ION NETWORKS
Registration Number:	1680106	CRYPTTEK
Registration Number:	2669265	CRYPTTEK
Registration Number:	3279218	TS-21 BLACKJACK
Registration Number:	2612253	SENDEC
Serial Number:	85122876	SMARTSTART
Serial Number:	85122936	SMART START
Serial Number:	77436934	NETGARD

CORRESPONDENCE DATA

CH \$265.00 1979434

Fax Number: 2123108007

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 212-735-4559

Email: vindra.richter@weil.com

Correspondent Name: Vindra Richter c/o Weil et al

Address Line 1: 767 Fifth Ave

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	51014.0063T.KULAWIK/SEC/V
NAME OF SUBMITTER:	Vindra Richter
Signature:	/vindra richter/
Date:	02/07/2013

**Total Attachments: 6**

source=Guggenheim Tmk#page1.tif

source=Guggenheim Tmk#page2.tif

source=Guggenheim Tmk#page3.tif

source=Guggenheim Tmk#page4.tif

source=Guggenheim Tmk#page5.tif

source=Guggenheim Tmk#page6.tif

**TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made this 6th day of February, 2013, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **GUGGENHEIM CORPORATE FUNDING, LLC**, in its capacity as agent for the Lender Group (in such capacity, together with its successors and assigns in such capacity, "Agent").

**WITNESSETH:**

**WHEREAS**, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among API Technologies Corp., as borrower ("Borrower"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender" and collectively as the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof; and

**WHEREAS**, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group, that certain U.S. Guaranty and Security Agreement, dated as of February 6, 2013 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "U.S. Guaranty and Security Agreement"); and

**WHEREAS**, pursuant to the U.S. Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group, this Trademark 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, each 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 U.S. Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the U.S. Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

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

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the U.S. Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the U.S. Guaranty and 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 Trademark Security Agreement and the U.S. Guaranty and Security Agreement, the U.S. Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark 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 Trademark Security Agreement is a Loan Document. This Trademark 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 Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE U.S. GUARANTY AND

SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Signature pages follow.]


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

**GRANTORS:**


**SPECTRUM CONTROL, INC.,**  
a Pennsylvania corporation

By:   
Name: Bel W. Lazar  
Title: Vice President, Secretary and Treasurer

**API CRYPTTEK INC.,**  
a Delaware corporation

By:   
Name: Bel W. Lazar  
Title: Chairman

**SENDEC CORP.,**  
a New York Corporation

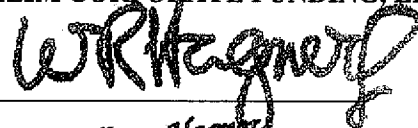
By:   
Name: Bel W. Lazar  
Title: Vice President, Treasurer, Secretary and  
Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT - TERM LOAN]

AGENT:

GUGGENHEIM CORPORATE FUNDING, LLC

By:



Name:

Title:

*William Hagner*  
*Senior Managing Director*

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT – TERM LOAN]

TRADEMARK  
REEL: 004958 FRAME: 0289

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>	<u>COUNTRY</u>
Spectrum Control, Inc. (PA)	1979434	QUIETSHIELD	USA
Spectrum Control, Inc. (PA)	2830947	SMART START	USA
API Cryptek Inc.	3084437	ION NETWORKS & DESIGN	USA
API Cryptek Inc.	1680106	CRYPTTEK	USA
API Cryptek Inc.	2669265	CRYPTTEK & Design	USA
API Cryptek, Inc.	3279218	TS-21 BLACKJACK	USA
SenDEC Corp.	2612253	SENDEC	USA

Applications:

<u>APPLICANT</u>	<u>APPLICATION NUMBER</u>	<u>TRADEMARK</u>
Spectrum Control, Inc.	85/122,876	SMART START
Spectrum Control, Inc.	85/122,936	SMART START
API Cryptek Inc.	77/436,934	NETGARD