

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM298885

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wells Fargo Bank, National Association, as Agent		03/21/2014	Bank:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Spectrum Control, Inc.		
<b>Street Address:</b>	8031 Avonla Road		
<b>City:</b>	Fairview		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	16415		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>Name:</b>	Spectrum Control, Inc.		
<b>Street Address:</b>	8031 Avonla Road		
<b>City:</b>	Fairview		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	16415		
<b>Entity Type:</b>	CORPORATION: PENNSYLVANIA		
<b>Name:</b>	API Cryptek Inc.		
<b>Street Address:</b>	345 Pomroys Drive		
<b>City:</b>	Windber		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15963		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>Name:</b>	SenDEC Corp.		
<b>Street Address:</b>	71 & 72 Perinton Parkway		
<b>City:</b>	Fairport		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14450		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1979434	QUIETSHIELD	
<b>TRADEMARK</b>			

CH \$265.00 1979434

Property Type	Number	Word Mark
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**

**Fax Number:** 6504936811

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

**Phone:** 650-461-6125

**Email:** qlu@wsgr.com

**Correspondent Name:** WSGR, c/o Qui Lu

**Address Line 1:** 650 Page Mill Road

**Address Line 2:** FH2-1 P12

**Address Line 4:** Palo Alto, CALIFORNIA 94304

<b>ATTORNEY DOCKET NUMBER:</b>	41198.012
<b>NAME OF SUBMITTER:</b>	Qui Lu
<b>SIGNATURE:</b>	/s/ Qui Lu
<b>DATE SIGNED:</b>	03/21/2014

**Total Attachments: 4**

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## TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (the "Termination"), dated as of March 21, 2014, is executed by Wells Fargo Bank, National Association ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, the "Agent") in favor of Spectrum Control, Inc., API Cryptek Inc., and SenDEC Corp. (collectively, jointly and severally, the "Grantors", and each individually a "Grantor"). Capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement (as defined below) or, if not defined therein, in the Credit Agreement (as defined below).

### Recitals

A. In connection with that certain Credit Agreement, dated as of February 6, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among API Technologies Corp., as parent, the Subsidiaries of Parent identified as "US Borrowers" and "UK Borrowers" on the signature pages thereto, the lenders party thereto, and Wells Fargo in its separate capacities as Agent and UK Security Trustee, and that certain U.S. Guaranty and Security Agreement, dated as of February 6, 2013, by and among the Persons listed on the signature pages thereto and Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"), the Grantors and Agent entered into that certain Trademark Security Agreement, dated as of February 6, 2013 wherein the Grantors granted to Agent a security interest in all Trademark Collateral (as hereinafter defined) of the Grantors which security interest was recorded on February 20, 2013 at Trademark Reel 4962, Frame 0471 in the United States Patent and Trademark Office.

B. All of the outstanding Obligations under the Credit Agreement have been satisfied in full, and in connection therewith, Agent has agreed to terminate and release its security interest in the Trademark Collateral as herein provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Agent hereby agrees as follows:

1. Agent expressly terminates and releases its security interest and all right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):
  - (a) all of the Grantors' Trademarks and Trademark Intellectual Property Licenses to which any Grantor is a party including those referred to on Schedule I hereto;
  - (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark of the Grantors and each Trademark Intellectual Property License to which any Grantor is a party; and
  - (c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by any Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark of any Grantor or any Trademarks exclusively licensed under any Intellectual Property License to which any Grantor is a party, including right to receive any damages, (ii) injury to

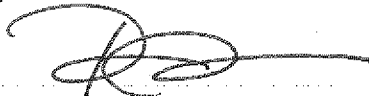
the goodwill associated with any Trademark of the Grantors, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License to which any Grantor is a party.

2. Agent hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested by the Grantors in order to more fully and effectively carry out the purposes of this Termination at the Grantors' sole cost and expense.

[Signature Page Follows]

IN WITNESS WHEREOF, Agent has executed and delivered this Termination as of the day and year first above written.

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Agent



By:

Name: Rina Shinoda

Title: Vice President

[Signature page to Termination and Release of Trademark Security Agreement]

**SCHEDULE I**

**Trademarks**

Registrations:

<b>OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>	<b>COUNTRY</b>
Spectrum Control, Inc. (PA)	1979434	QUITSHIELD	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 Corporation	2612253	SENDEC	USA

Applications:

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