

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM358290

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Second Lien Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ASC SIGNAL CORPORATION		10/09/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CORTLAND CAPITAL MARKET SERVICES LLC, as Collateral Agent		
<b>Street Address:</b>	225 W. Washington Street		
<b>Internal Address:</b>	21st Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4663691	SPIRA-CONE	
<b>Registration Number:</b>	4426122	ASC SIGNAL	
<b>Registration Number:</b>	3680127		
<b>Registration Number:</b>	1936178	CHANNELMAX	
<b>Registration Number:</b>	1342339		
<b>Registration Number:</b>	1216521	FEEDER-PAK	
<b>Registration Number:</b>	1292704	MICRO-BEAM	
<b>Registration Number:</b>	1873694	SMARTENNA	
<b>Registration Number:</b>	0742573	DURA-TUBE	
<b>Registration Number:</b>	0781283	JOIN-TENNA	
<b>Registration Number:</b>	1666521	SMARTRACK	
<b>Registration Number:</b>	1760605	TRIFOLD	
<b>Serial Number:</b>	86708301	TRIFOLD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6502515002		
<i>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.</i>			
<b>Phone:</b>	6502515047		

CH \$340.00 4663691

**Email:** jnull@stblaw.com  
**Correspondent Name:** Michelle Morad  
**Address Line 1:** 2475 Hanover Street  
**Address Line 4:** Palo Alto, CALIFORNIA 94304

**ATTORNEY DOCKET NUMBER:** 051209/0075

**NAME OF SUBMITTER:** J. Jason Mull

**SIGNATURE:** /J. Jason Mull/

**DATE SIGNED:** 10/12/2015

**Total Attachments: 6**

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## Second Lien Trademark Security Agreement

**Second Lien Trademark Security Agreement**, dated as of October 9, 2015, by ASC SIGNAL CORPORATION (the “Pledgor”), in favor of CORTLAND CAPITAL MARKET SERVICES LLC, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

### WITNESSETH:

WHEREAS, the Pledgor, by a joinder thereto, is party to a Second Lien Security Agreement dated as of September 17, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Second Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises, the Pledgor hereby agrees with the Collateral Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the payment and performance in full of all the Secured Obligations, the Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Second Lien Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Second Lien Trademark Security Agreement.

SECTION 5. Counterparts. This Second Lien Trademark 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 Second Lien Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Second Lien Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Second Lien Trademark Security Agreement or the facts or circumstances leading to its execution, whether in

contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.


[signature page follows]

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

Very truly yours,


ASC SIGNAL CORPORATION

By:

  
Name: Joel A. Littman  
Title: Secretary




Accepted and Agreed:

CORTLAND CAPITAL MARKET SERVICES LLC,  
as Collateral Agent

By:   
Name: Emily Ergang Pappas  
Title: Associate Counsel

**SCHEDULE I**  
to  
**SECOND LIEN TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Registrations:**

Reg. No./ (App. No.)	Mark	Class	Goods/services
4663691	SPIRA-CONE	9	High-frequency antennas
4426122	ASC SIGNAL (AND DESIGN) 	9, 37, 38	Communications equipment, namely, satellite reception and transmission equipment, satellite dishes, aerials, receivers and transmitters; earth station antenna equipment for one-way and two way transmission, namely, satellite transmitters and receivers; radar, tactical and surveillance equipment for one-way and two way transmission, namely, radars, monitors and cameras, in Class 9;  Satellite dish and communications equipment installation services, in Class 37  Satellite communication services, in Class 38
3680127	DESIGN (Wave) 	9, 37, 38	Communications equipment, namely, satellite reception equipment, namely, satellite dishes, aerials, receivers and transmitters; earth station antenna equipment for one-way and two way transmission, namely, satellite transmitters and receivers; radar, tactical and surveillance equipment for one-way and two way transmission, namely, radars, monitors, in Class 9;  Satellite dish and communications equipment installation services, in Class 37  Satellite communication services, in Class 38
1936178	CHANNELMAX	9	Outdoor television antenna amplifiers
1342339	DESIGN (Dish and Lightning Bolt) 	9	Satellite reception equipment-namely, dish antennas, antenna controls
(86/708301)	TRIFOLD	9	Antennas; antennas for radio and television and wireless communications apparatus; dish antennas; high frequency mobile and sea-based communications antennas; microwave antennas; parabolic antennas; transportable earth station antenna and auxiliary equipment, namely, combiners termination loads, diplexers, and remote microprocessor control for

			motorized positioner drives
1216521	FEEDER-PAK	9	Cartons sold in conjunction with television wire, for storing and dispensing the wire
1292704	MICRO-BEAM	9	Microwave relay equipment, comprising transmitters, receivers, and carrier generators
1873694	SMARTENNA	9	outdoor television reception antennas
0742573	DURA-TUBE	6	Tubular mast sections for television antennas and the like
0781283	JOIN-TENNA	9	Multi-receiver antenna coupling systems, parts thereof and accessories therefor
1666521	SMARTRACK	9	electronic apparatus that automatically focuses antennae for satellite reception
1760605	TRIFOLD	9	transportable earth station antenna and auxiliary equipment; namely, combiners termination loads, diplexers, and remote microprocessor control for motorized positioner drives