

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM386099

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pasternack Enterprises, Inc.		05/27/2016	Corporation: DELAWARE
Fairview Microwave, Inc.		05/27/2016	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Antares Capital LP, as Administrative Agent
<b>Street Address:</b>	500 West Monroe Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60661
<b>Entity Type:</b>	Limited Partnership: DELAWARE

## PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2377077	PASTERNAK ENTERPRISES
Registration Number:	3316756	PE
Registration Number:	3316771	PE
Registration Number:	3316802	PE
Registration Number:	3316874	WWW.PASTERNAK.COM
Registration Number:	3316975	PASTERNAK
Registration Number:	3867976	PASTERNAK
Registration Number:	4629237	RF-OPEDIA
Registration Number:	3893062	FAIRVIEW MICROWAVE

## CORRESPONDENCE DATA

Fax Number: 3125778034

*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.*

Phone: 312.577.8034

Email: oscar.ruiz@kattenlaw.com

Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

CH \$240.00 2377077

<b>NAME OF SUBMITTER:</b>	Oscar Ruiz
<b>SIGNATURE:</b>	/Oscar Ruiz/
<b>DATE SIGNED:</b>	05/31/2016
<b>Total Attachments: 5</b> source=Trademark Security Agreement (First Lien)#page1.tif source=Trademark Security Agreement (First Lien)#page2.tif source=Trademark Security Agreement (First Lien)#page3.tif source=Trademark Security Agreement (First Lien)#page4.tif source=Trademark Security Agreement (First Lien)#page5.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of May 27, 2016, (this “**Agreement**”), among Pasternack Enterprises, Inc., a Delaware corporation and Fairview Microwave, Inc., a Delaware corporation (each, a “**Grantor**”) and Antares Capital LP (“**Antares**”), as collateral agent (in such capacity, the “**Administrative Agent**”) for the Secured Parties.

Reference is made to that certain First Lien Pledge and Security Agreement, dated as of May 27, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Security Agreement**”), among the Loan Parties party thereto and the Administrative Agent. The Lenders (as defined below) have extended credit to the Borrowers subject to the terms and conditions set forth in that certain First Lien Credit Agreement, dated as of May 27, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “**First Lien Credit Agreement**”), by and among Wave Holdco Merger Sub, Inc., a Delaware corporation, Wave Merger Sub II, Inc., a Delaware corporation and Wave Merger Sub III, Inc., a Delaware corporation, Infinite RF Holdings, Inc., a Delaware corporation, Pasternack Enterprises, Inc., a Delaware corporation, Fairview Microwave, Inc., a Delaware corporation, the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto (the “**Lenders**”) and Antares, in its capacities as administrative agent and collateral agent for the Lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the First Lien Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “**Trademark Collateral**”):

- A. all Trademarks, including those Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all goodwill associated with or symbolized by the Trademarks;
- C. all assets, rights and interests that uniquely reflect or embody the Trademarks;
- D. the right to sue third parties for past, present and future infringements or dilutions of any Trademark; and
- E. all proceeds of and rights associated with the foregoing;

in each case to the extent the foregoing the foregoing items constitute Collateral.

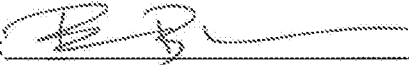
SECTION 3. **Security Agreement.** The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

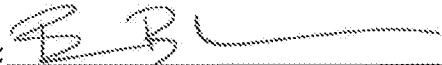
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

PASTERNAK ENTERPRISES, INC., as Grantor

By:   
Name: Brian MacDonald  
Title: President, Chief Financial Officer,  
Vice President of Finance, and Secretary

FAIRVIEW MICROWAVE, INC., as Grantor

By:   
Name: Brian MacDonald  
Title: Vice President, Secretary, and Treasurer



Trademark Security Agreement (First Lien)

ANTARES CAPITAL LP,  
as Administrative Agent

By: *Ashley G. Medio*  
Name: Ashley G. Medio  
Title: Duly Authorized Signatory

**SCHEDULE I**

TRADEMARKS

<b>REGISTERED OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
Pasternack Enterprises, Inc.	2,377,077	PASTERNAK ENTERPRISES
	3,316,756	PE
	3,316,771	
	3,316,802	
	3,316,874	www.pasternack.com
	3,316,975	PASTERNAK
	3,867,976	PASTERNAK
	4,629,237	RF-OPEDIA
Fairview Microwave, Inc.	3,893,062	FAIRVIEW MICROWAVE

TRADEMARK APPLICATIONS

None.