

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM470445

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Second Lien Security Interest in Intellectual Property recorded at Reel/Frame: 5218/0566		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, as Collateral Agent		04/18/2018	Bank: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Anaren, Inc.		
Street Address:	6635 Kirkville Road		
City:	East Syracuse		
State/Country:	NEW YORK		
Postal Code:	13057		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	85238884	AIR	
Registration Number:	2624585	RF POWER	
Registration Number:	2654000	WHAT'LL WE THINK OF NEXT?	
Registration Number:	2413988	ANAREN	
Registration Number:	2248022	XINGER	
CORRESPONDENCE DATA			
Fax Number:	9498236994		
<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>			
Phone:	949-823-6906		
Email:	rbraman@omm.com		
Correspondent Name:	Regina Braman		
Address Line 1:	O'Melveny & Myers LLP		
Address Line 2:	610 Newport Center Drive, 17th Floor		
Address Line 4:	Newport Beach, CALIFORNIA 92660		
ATTORNEY DOCKET NUMBER:	849112-01		
NAME OF SUBMITTER:	Alexandra C. Echery		
SIGNATURE:	/ace/		

CH \$140.00 85238884

DATE SIGNED:	04/18/2018
---------------------	------------

Total Attachments: 8

- source=Anaren - Second Lien IP Release [EXECUTED]#page1.tif
- source=Anaren - Second Lien IP Release [EXECUTED]#page2.tif
- source=Anaren - Second Lien IP Release [EXECUTED]#page3.tif
- source=Anaren - Second Lien IP Release [EXECUTED]#page4.tif
- source=Anaren - Second Lien IP Release [EXECUTED]#page5.tif
- source=Anaren - Second Lien IP Release [EXECUTED]#page6.tif
- source=Anaren - Second Lien IP Release [EXECUTED]#page7.tif
- source=Anaren - Second Lien IP Release [EXECUTED]#page8.tif

RELEASE OF SECOND LIEN SECURITY INTEREST IN INTELLECTUAL PROPERTY, dated as of April 18, 2018 (this "**Release**"), by CREDIT SUISSE AG, as Collateral Agent (the "**Collateral Agent**") for the Secured Parties, in favor of ANAREN, INC. and ANAREN MICROWAVE, INC. (the "Grantors"). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the IP Collateral Agreement, the Second Lien Credit Agreement or the Second Lien Guarantee and Collateral Agreement, as applicable, referred to below.

A. Reference is made to (i) the Second Lien Credit Agreement dated as of February 18, 2014 (as amended, amended and restated supplemented or otherwise modified to the date hereof, the "**Credit Agreement**"), among Anaren Holding Corp., a Delaware corporation ("**Holdings**"), Anaren, Inc. (the "**Borrower**"), the Lenders from time to time party thereto and Credit Suisse AG, as Administrative Agent and Collateral Agent; (ii) the Second Lien Guarantee and Collateral Agreement dated as of February 18, 2014 (as amended, amended and restated, supplemented or otherwise modified to the date hereof, the "**Second Lien Guarantee and Collateral Agreement**"), which was executed, delivered and made by each Grantor to the Collateral Agent; and (iii) the Second Lien Intellectual Property Collateral Agreement dated as of February 18, 2014 (as amended, amended and restated, supplemented or otherwise modified to the date hereof, the "IP Collateral Agreement"), among the Grantors and the Collateral Agent (the documents set forth in clauses (i) through (iii), the "**Security Documents**").

B. Pursuant to the Security Documents, each Grantor thereby pledged to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and thereby granted to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title or interest in or to, among other property, any and all of the following (collectively, the "**Collateral**"):

(i) all Patents, including as set forth on Schedule A hereto, which security interest was recorded with the United States Patent & Trademark Office on February 19, 2014 at Reel 032276, Frame 0179; and

(ii) all Trademarks, including as set forth on Schedule B hereto, which security interest was recorded with the United States Patent & Trademark Office on February 19, 2014 at Reel 5218, Frame 0566.

C. Pursuant to the Second Lien Payoff Letter dated as of April 18, 2018, among Holdings, the Borrower and Credit Suisse AG as Administrative Agent and Collateral Agent, the Collateral Agent agreed to release any and all security interests it may have in the Collateral pursuant to the Security Documents.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, on behalf of itself and the Secured Parties, does hereby terminate, release, relinquish and discharge its security interests in the Collateral and any right, title or interest it has in or to the Collateral shall hereby cease and become void.


The Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby. The Collateral Agent further agrees to make filings with the United States Patent and Trademark Office and other necessary filings, in each case as reasonably requested by the Borrower and at the expense of the Borrower, to evidence the release and termination of the Collateral Agent's security interests in the Collateral.

THIS RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH
AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Remainder of this page intentionally left blank]

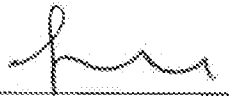
IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CREDIT SUISSE AG, as Collateral Agent,

By  _____

Name:

Title: *William O'Daly*
Authorized Signatory

By  _____

Name:

Title: *Jean Park*
Authorized Signatory

[Signature Page to IP Release -- Second Lien]

[[3699571]]

TRADEMARK
REEL: 006317 FRAME: 0025

SCHEDULE A
LIST OF PATENTS

See attached.

[Schedule A to IP Release – Second Lien]

[[3699571]]

TRADEMARK
REEL: 006317 FRAME: 0026

SCHEDULE A

App Number	Country	Filing Date	Patent Number	Issue Date	Application Title	Owner
10/719817	US	21-Nov-03	7005942	28-Feb-06	Non-Switching Adaptable 4-Way Power Splitter/Combiner	Anaren, Inc.
10/862800	US	7-Jun-04	7061315	13-Jun-06	Auxiliary Amplifier Network	Anaren, Inc.
11/419091	US	18-May-06	7646261	12-Jan-10	Vertical Inter-digital Coupler	Anaren, Inc.
09/317507	US	24-May-99	6464510	15-Oct-02	MICROWAVE CIRCUIT CONNECTOR	Anaren Microwave, Inc.
09/491449	US	26-Jan-00	6292070	18-Sep-01	BALUN	Anaren Microwave, Inc.
09/266564	US	11-Mar-99	6294965	25-Sep-01	BALUN	Anaren Microwave, Inc.
09/466288	US	17-Dec-99	6734750	11-May-04	A SURFACE MOUNT CROSSOVER COMPONENT	Anaren Microwave, Inc.
10/445766	US	27-May-03	7005937	28-Feb-06	CIRCULATOR AND METHOD OF MANUFACTURE	Anaren, Inc.
10/125203	US	18-Apr-02	6650200	18-Nov-03	DYNAMIC COUPLER	Anaren Microwave, Inc.
10/060563	US	30-Jan-02	6713792	30-Mar-04	APPARATUS AND METHOD OF MANUFACTURING PRINTED CIRCUIT BOARDS	Anaren Microwave, Inc.
10/272324	US	16-Oct-02	6784852	31-Aug-04	QUADRIFILAR ANTENNA SERIAL FEED NETWORK	Anaren Microwave, Inc.
10/207582	US	29-Jul-02	6784851	31-Aug-04	QUADRIFILAR ANTENNA SERIAL FEED NETWORK	Anaren Microwave, Inc.
11/668682	US	30-Jan-07	7605672	20-Oct-09	Inverted Style Balun with DC Isolated Differential Ports	Anaren, Inc.
11/829420	US	27-Jul-07	7728694	1-Jun-10	High Power Hybrid Material Surface Mount Stripline Devices	Anaren, Inc.
12/543295	US	18-Aug-09	8547186	1-Oct-2013	A Compact Balun	Anaren, Inc.
12/055717	US	26-Mar-08	7659792	9-Feb-10	A Circulator Device and a Method For Assembly	Anaren, Inc.
12/392649	US	25-Feb-09	8044749	25-Oct-11	Coupler Device	Anaren, Inc.

App Number	Country	Filing Date	Patent Number	Issue Date	Application Title	Owner
12/501171	US	10-Jul-09	8350642	8-Jan-13	Ultra Wide-Band Power Splitter Architecture	Anaren, Inc.
12/611517	US	3-Nov-09	8138848	20-Mar-12	Circulator/Isolator with an Asymmetric Resonator	Anaren, Inc.
12/759891	US	14-Apr-10	8183952	22-May-12	A Surface Mountable Circulator	Anaren, Inc.
13/212643	US	18-Aug-11	8638181	28-Jan-14	WIDEBAND BALUN USING RE-ENTRANT COUPLED LINES AND FERRITE MATERIAL	Anaren, Inc.
13/229254	US	9-Sep-11			IMPEDANCE TRANSFORMING COUPLER	Anaren, Inc.
PCT/US11/58597	WO	31-Oct-11			Magnetic Instrument Pickup	Anaren, Inc.
12/915987	US	29-Oct-10	8519251	27-Aug-2013	Magnetic Instrument Pickup	Anaren, Inc.
13/523294	US	14-Jun-12			IMPROVED PCB COIL MUSICAL INSTRUMENT PICKUP II	Anaren, Inc.
PCT/US12/42573	WO	15-Jun-12			IMPROVED PCB COIL MUSICAL INSTRUMENT PICKUP II	Anaren, Inc.
13/652042	US	15-Oct-12			POWER AMPLIFIER SYSTEM WITH OPTIMIZED BANDWIDTH	Anaren, Inc.
13/800765	US	13-Mar-13			RF Resistor With Lossy Traces	Unable to verify – Unpublished
13/840137	US	15-Mar-13			Symmetrical Hybrid Coupler	Unable to verify – Unpublished
13/782279	US	1-Mar-13			Compact Size Broadband Coupler Imedance Transformer	Unable to verify – Unpublished
13/803644	US	14-Mar-13			A Laminated Ceramic RF Assembly	Unable to verify – Unpublished
61/734113	US	6-Dec-12			A Laminated Ceramic RF Assembly	Unable to verify – Provisional
13/803975	US	14-Mar-13			Stacked Microstrip Circuit With Integrated Support and Shielding Structure	Unable to verify – Unpublished
61/733921	US	5-Dec-12			Stacked Microstrip Circuit With Integrated Support and Shielding Structure	Unable to verify – Provisional
13/792275	US	11-Mar-13			A WIDEBAND DOHERTY AMPLIFIER NETWORK	Unable to verify – Unpublished

SCHEDULE B
LIST OF TRADEMARKS


See attached.

[Schedule B to IP Release – Second Lien]

[[3699571]]

TRADEMARK
REEL: 006317 FRAME: 0029

SCHEDULE B

Trademark	Country	Application Number	Application Date	Registration Number	Registration Date	Owner
AIR	United States	85238884	10-Feb-2011	N/A	N/A	Anaren, Inc.
RF POWER 	United States	76317703	26-Sep-2001	2624585	24-Sep-2002	Anaren, Inc.
WHAT'LL WE THINK OF NEXT?	United States	76317702	26-Sep-2001	2654000	26-Nov-2002	Anaren, Inc.
ANAREN	United States	75872016	16-Dec-1999	2413988	19-Dec-2000	Anaren, Inc.
XINGER	United States	75188449	28-Oct-1996	2248022	25-May-1999	Anaren, Inc.

[[3699571]]