

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498541

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Comtech Telecommunications Corp.		10/31/2018	Corporation: DELAWARE
Comtech EF Data Corp.		10/31/2018	Corporation: DELAWARE
Comtech Xicom Technology, Inc.		10/31/2018	Corporation: CALIFORNIA
Comtech Systems, Inc.		10/31/2018	Corporation: DELAWARE
Comtech PST Corp.		10/31/2018	Corporation: NEW YORK
Comtech Mobile Datacom Corporation		10/31/2018	Corporation: DELAWARE
Angels Acquisition Corp.		10/31/2018	Corporation: DELAWARE
ARMER Communications Engineering Services, Inc.		10/31/2018	Corporation: DELAWARE
Comtech AeroAstro, Inc.		10/31/2018	Corporation: DELAWARE
Comtech Antenna Systems, Inc.		10/31/2018	Corporation: DELAWARE
Comtech Communications Corp.		10/31/2018	Corporation: DELAWARE
Comtech Comstream, Inc.		10/31/2018	Corporation: DELAWARE
Comtech Systems International, Inc.		10/31/2018	Corporation: DELAWARE
Comtech Tolt Technologies, Inc.		10/31/2018	Corporation: DELAWARE
Tiernan Radyne Comstream, Inc.		10/31/2018	Corporation: DELAWARE
Comtech CPI Electron Devices Corp.		10/31/2018	Corporation: DELAWARE
Comtech CPI Microwave Corp.		10/31/2018	Corporation: DELAWARE
TeleCommunication Systems, Inc.		10/31/2018	Corporation: MARYLAND
Networks In Motion, Inc.		10/31/2018	Corporation: DELAWARE
Solvern Innovations, Inc.		10/31/2018	Corporation: MARYLAND
microDATA, LLC		10/31/2018	Limited Liability Company: MARYLAND
microDATA GIS, Inc.		10/31/2018	Corporation: VERMONT
Maple Acquisition LLC		10/31/2018	Limited Liability Company: MARYLAND
TRADEMARK			

OP \$840.00 85844086

Name	Formerly	Execution Date	Entity Type
NextGen Communications, Inc.		10/31/2018	Corporation: MARYLAND
NextGen Communications, Inc.		10/31/2018	Corporation: VIRGINIA
Olive Acquisition LLC		10/31/2018	Limited Liability Company: MARYLAND

RECEIVING PARTY DATA

Name:	Citibank, N.A., as Administrative Agent
Street Address:	730 Veterans Memorial Highway
City:	Hauppauge
State/Country:	NEW YORK
Postal Code:	11788
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Serial Number:	85844086	NETVUE
Serial Number:	85545201	TURBOIP
Serial Number:	85276148	METACARRIER
Serial Number:	78851736	VERSAFEC
Serial Number:	78834169	ACCELERATION ON-DEMAND
Serial Number:	78442256	TURBOVR
Serial Number:	78380156	CARRIER-IN-CARRIER
Serial Number:	78358543	ACCESSGATE
Serial Number:	77476067	C COMTECH EF DATA
Serial Number:	77475998	COMTECH EF DATA
Serial Number:	75167717	TURBO GOLD
Serial Number:	74460845	STAMPEDE
Serial Number:	86267843	SPECTRUMVUE
Serial Number:	86528559	HEIGHTS
Serial Number:	86831204	DUROSTREAM
Serial Number:	86831235	
Serial Number:	86940226	LOCATION STUDIO
Registration Number:	4652650	SPECTRUMVUE
Registration Number:	5100973	HEIGHTS
Serial Number:	87240826	CYBRSCORE
Serial Number:	87238493	TALENTSCORE
Registration Number:	5056379	EMEDIA

Property Type	Number	Word Mark
Registration Number:	5200522	P
Serial Number:	87427744	CONVARZ
Serial Number:	87427837	CONVARZ
Serial Number:	87524701	SPECIFIX
Serial Number:	86629574	VOLTE9-1-1
Registration Number:	5271709	LOCATING ANYTHING, EVERYWHERE
Registration Number:	5341132	VOLTE9-1-1
Registration Number:	5487031	LOCATION STUDIO
Registration Number:	5530995	CYBRSCORE
Serial Number:	87240639	CYBRSCORE
Serial Number:	87237099	CYBRSCORE

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4750

Email: ipteam@cogencyglobal.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1015707
NAME OF SUBMITTER:	Elizabeth Wagenbach
SIGNATURE:	/Elizabeth Wagenbach/
DATE SIGNED:	11/16/2018

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT dated as of November 6, 2018 (this "Agreement"), among Comtech Telecommunications Corp., a Delaware corporation (the "Borrower"), the Subsidiary Loan Parties from time to time party hereto and Citibank, N.A. ("Citi"), as Administrative Agent.

Reference is made to (a) the First Amended and Restated Credit Agreement, dated as of October 31, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders from time to time party thereto, the Issuing Bank from time to time party thereto, the Swingline Lender from time to time party thereto and Citi, as Administrative Agent, and (b) the Guarantee and Collateral Agreement dated as of February 23, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrower, the Subsidiary Loan Parties from time to time party thereto and Citi, as Administrative Agent. The Lenders have agreed to extend credit to the Borrower, the Swingline Lender is willing to extend Swingline Loans to the Borrower and the Issuing Bank is willing to issue Letters of Credit for the account of the Borrower and each Subsidiary Loan Party, subject to the terms and conditions set forth in the Credit Agreement. Pursuant to Section 4.03 of the Collateral Agreement, each Grantor pursuant to the Collateral Agreement has agreed to execute all further documents and take all such other commercially reasonable actions as Citi may from time to time reasonably request to grant, preserve, protect and perfect the Security Interest and the rights and remedies created thereby. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor pursuant to the Collateral Agreement did, and hereby does, grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Trademark Collateral"):

- (a) all trademarks (other than any "intent to use" trademark application for which a statement of use has not been filed with the United States Patent and Trademark Office, but only to the extent that the grant of the Security Interest would invalidate such trademark application), service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general

intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States of America or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I;

- (b) all goodwill associated therewith or symbolized thereby; and
- (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Collateral 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 Collateral 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 Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

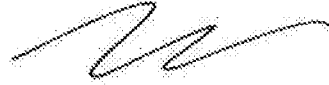
SECTION 5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature Pages Follow]

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

COMTECH TELECOMMUNICATIONS
CORP.,

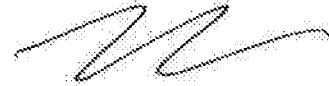
by



Name: Michael D. Porcelain
Title: Senior Vice President and
Chief Operating Officer

COMTECH EF DATA CORP.,

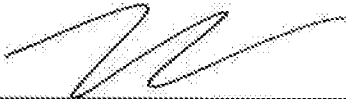
by



Name: Michael D. Porcelain
Title: Chief Accounting Officer

COMTECH XICOM TECHNOLOGY,
INC.,

by



Name: Michael D. Porcelain
Title: Chief Accounting Officer

COMTECH SYSTEMS INC.,

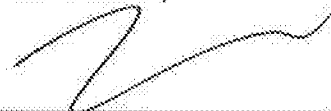
by



Name: Michael D. Porcelain
Title: Chief Accounting Officer

COMTECH PST CORP.,

by



Name: Michael D. Porcelain
Title: Chief Accounting Officer

[Signature Page to Trademark Security Agreement]

COMTECH MOBILE DATACOM
CORPORATION,

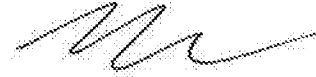
by



Name: Michael D. Porcelain
Title: Chief Accounting Officer

ANGELS ACQUISITION CORP.,

by



Name: Michael D. Porcelain
Title: President, Chief Financial
Officer and Treasurer

ARMER COMMUNICATIONS
ENGINEERING SERVICES, INC.,

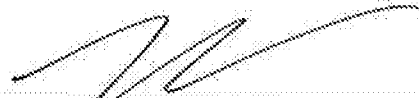
by



Name: Michael D. Porcelain
Title: President, Chief Financial
Officer and Treasurer

COMTECH AEROASTRO, INC.,

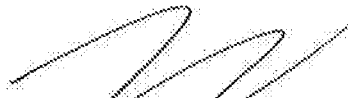
by



Name: Michael D. Porcelain
Title: President, Chief Financial
Officer and Treasurer

COMTECH ANTENNA SYSTEMS, INC.,

by

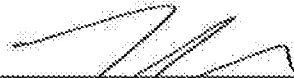


Name: Michael D. Porcelain
Title: President, Chief Financial
Officer and Treasurer

[Signature Page to Trademark Security Agreement]

COMTECH COMMUNICATIONS CORP.,


by



Name: Michael D. Porcelain
Title: President, Chief Financial
Officer and Treasurer

COMTECH COMSTREAM, INC.,


by



Name: Michael D. Porcelain
Title: President, Chief Financial
Officer and Treasurer

COMTECH SYSTEMS
INTERNATIONAL, INC.,

by



Name: Michael D. Porcelain
Title: President, Chief Financial
Officer and Treasurer

COMTECH TOLT TECHNOLOGIES,
INC.,

by



Name: Michael D. Porcelain
Title: President, Chief Financial
Officer and Treasurer

TIERNAN RADYNE COMSTREAM,
INC.,

by



Name: Michael D. Porcelain
Title: President, Chief Financial
Officer and Treasurer

[Signature Page to Trademark Security Agreement]

COMTECH CPI ELECTRON DEVICES,
CORP.,

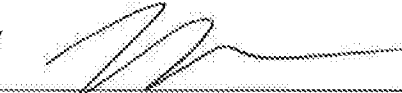
by



Name: Michael D. Porcelain
Title: President, Chief Financial
Officer and Treasurer

COMTECH CPI MICROWAVE CORP.,

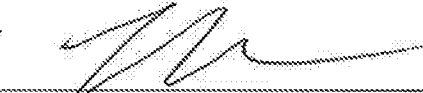
by



Name: Michael D. Porcelain
Title: President, Chief Financial
Officer and Treasurer

TELECOMMUNICATION SYSTEMS,
INC.,

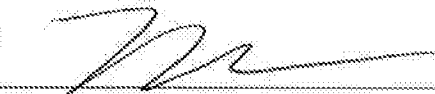
by



Name: Michael D. Porcelain
Title: President, Chief Financial
Officer and Treasurer

NETWORKS IN MOTION, INC.,

by



Name: Michael D. Porcelain
Title: President, Chief Financial
Officer and Treasurer

SOLVERN INNOVATIONS, INC.,

by

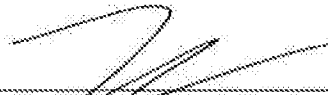


Name: Michael D. Porcelain
Title: President, Chief Financial
Officer and Treasurer

[Signature Page to Trademark Security Agreement]

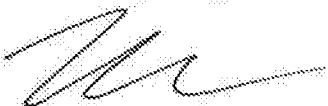
MICRODATA, LLC,

by


Name: Michael D. Porcelain
Title: President, Chief Financial
Officer and Treasurer

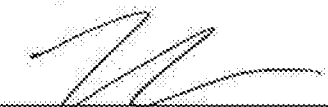
MICRODATA GIS, INC.,

by


Name: Michael D. Porcelain
Title: President, Chief Financial
Officer and Treasurer

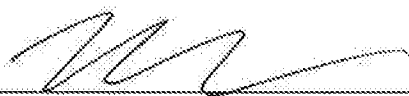
MAPLE ACQUISITION LLC,

by


Name: Michael D. Porcelain
Title: President, Chief Financial
Officer and Treasurer

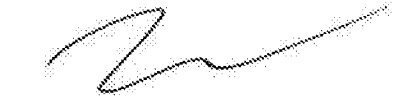
NEXTGEN COMMUNICATIONS, INC.,

by


Name: Michael D. Porcelain
Title: President, Chief Financial
Officer and Treasurer

NEXTGEN COMMUNICATIONS, INC.,

by


Name: Michael D. Porcelain
Title: President, Chief Financial
Officer and Treasurer

[Signature Page to Trademark Security Agreement]

[[3879709]]

TRADEMARK
REEL: 006483 FRAME: 0137

OLIVE ACQUISITION, LLC,

by



Name: Michael D. Porcelain
Title: President, Chief Financial
Officer and Treasurer

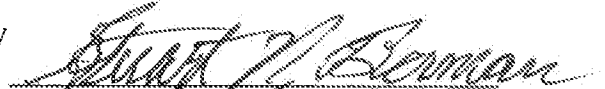
[Signature Page to Trademark Security Agreement]

[[3879009]]

TRADEMARK
REEL: 006483 FRAME: 0138

CITIBANK, N.A., as
Administrative Agent,

by


Name: STUART D. BERMAN
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

[[3879709]]

TRADEMARK
REEL: 006483 FRAME: 0139

SCHEDULE I

Trademarks and Trademark Licenses

Owner	Mark	Registration Number	Registration Date/Filing Date
Comtech EF Data Corp.	NETVUE	85844086	6/17/2014
	TURBOIP	85545201	10/16/2012
	METACARRIER	85276148	8/28/2012
	VERSAFEC	78851736	10/20/2009
	ACCELERATION ON-DEMAND	78834169	8/28/2007
	TURBOVR	78442256	4/3/2007
	CARRIER-IN-CARRIER	78380156	8/16/2005
	ACCESSGATE	78358543	2/20/2007
	COMTECHEF DATA	77476067	6/30/2009
	COMTECHEF DATA	77475998	6/30/2009
	TURBO GOLD	75167717	9/15/1998
	STAMPEDE	74460845	9/24/1996
	SPECTRUMVUE	86267843	12/9/2014
	HEIGHTS	86528559	2/9/2015
	DUROSTREAM	86831204	11/24/2015
LOGO FOR DUROSTREAM	86831235	11/24/2015	
TeleCommunication Systems, Inc.	LOCATION STUDIO	86/940,226	3/15/2016
Comtech EF Data	SpectrumVue	4652650	12/9/2014
	HEIGHTS	5100973	12/13/2016

Trademark Applications Filed/Registered

Owner	Mark	Registration Number	Registration Date/Filing Date
TeleCommunication Systems, Inc.	CYBRSCORE	87/237,099	11/15/16
	(black & white)	87/240,639	11/17/16
	(color)	87/240,826	11/17/16
	TALENTSCORE	87/238,493	11/16/16
	EMEDIA	5,056,379	10/4/16
		5200522	5/19/17
	CONVARZ	87/427744	4/27/17
		87/427837	4/27/17
	SPECIFIX	87/524701	7/12/17

	VOLTE9-1-1 (Renewal)	86/629,574	7/10/2017
	LOCATING ANYTHING, EVERYWHERE	5271709	8/22/2017
	VoLTE9-1-1	5341132	11/21/2017
	RAVE9-1-1	TMA987762	1/3/2018
	LIVEWIRE9-1-1	TMA987766	1/3/2018
	LOCATION STUDIO	5487031	6/5/2018
Comtech Telecommunications Systems, Inc.	CybrScore	5530995	7/31/2018

[[3879709]]