

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM523023

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
API Technologies Corp.		05/09/2019	Corporation: DELAWARE
Spectrum Control, Inc.		05/09/2019	Corporation: PENNSYLVANIA
API / Weinschel, Inc.		05/09/2019	Corporation: MICHIGAN
API Cryptek Inc.		05/09/2019	Corporation: DELAWARE
Spectrum Microwave, Inc.		05/09/2019	Corporation: DELAWARE
API / Inmet, Inc.		05/09/2019	Corporation: MICHIGAN

RECEIVING PARTY DATA

Name:	Cantor Fitzgerald Securities, as Noteholder Representative
Street Address:	499 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022-1240
Entity Type:	General Partnership: NEW YORK

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	5611221	INMET
Registration Number:	4100460	ICALIBER
Registration Number:	2601531	PLANAR BLIND-MATE
Registration Number:	2449615	SMARTSTEP
Registration Number:	2092344	WEINSCHHEL
Registration Number:	1683689	PLANAR CROWN
Registration Number:	1979434	QUIETSHIELD
Registration Number:	3818920	SAGE LABORATORIES
Registration Number:	3818921	SAGE
Registration Number:	1401920	WIREPAC
Registration Number:	815375	WIRELINE
Registration Number:	871207	SAGE
Registration Number:	4097837	SMART START

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Property Type	Number	Word Mark
Registration Number:	4097836	SMARTSTART
Registration Number:	3084437	ION NETWORKS
Registration Number:	4342784	NETGARD

CORRESPONDENCE DATA

Fax Number:

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: 2128598563
Email: teas@friedfrank.com
Correspondent Name: Daniel Stern c/o Fried Frank et al
Address Line 1: One New York Plaza
Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER:	10026-438
NAME OF SUBMITTER:	Daniel Stern
SIGNATURE:	/Daniel Stern/
DATE SIGNED:	05/10/2019

Total Attachments: 13

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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this “*IP Security Agreement*”), dated as of May 9, 2019, is among the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) and CANTOR FITZGERALD SECURITIES, as noteholder representative (the “*Noteholder Representative*”) for the ratable benefit of the Secured Parties (as defined in the Note Purchase Agreement referred to below).

WHEREAS, API HOLDINGS III CORP., a Delaware corporation (the “*Issuer*”), has entered into the Second Lien Note Purchase Agreement, dated as of May 9, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Note Purchase Agreement*”), with API HOLDINGS II CORP., a Delaware corporation, each Noteholder from time to time party thereto, and CANTOR FITZGERALD SECURITIES, as Noteholder Representative.

WHEREAS, as a condition precedent to the making of the Notes by the Noteholders under the Note Purchase Agreement, each Grantor has executed and delivered that certain Second Lien Security Agreement dated as of May 9, 2019 among the Grantors from time to time party thereto and the Noteholder Representative (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the “*Security Agreement*”). Terms defined in the Note Purchase Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Note Purchase Agreement or the Security Agreement, as applicable.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Noteholder Representative, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and any other appropriate governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Noteholder Representative, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (the “*Collateral*”):

- (i) all Patents, patent applications and utility models, all inventions and improvements claimed therein and the right to claim any inventions disclosed but unclaimed therein, including, without limitation, the Patents and Patent applications set forth in Schedule A hereto;
- (ii) all Trademarks, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source

identifiers, whether registered or unregistered, together, in each case, with the goodwill of the business connected with the use thereof and symbolized thereby, including, without limitation, the Trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use Trademark applications, prior to the filing and acceptance of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, solely to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark applications or any registrations that issue therefrom under applicable federal law);

(iii) all Copyrights, including, without limitation, Copyrights in Computer Software, internet web sites and the content thereof, whether registered or unregistered, including, without limitation, the Copyright registrations set forth in Schedule C hereto;

(iv) all registrations and applications for registration for any of the foregoing;

(v) all agreements, permits, consents, orders and franchises relating to the license, development, use or disclosure of any of the foregoing to which such Grantor, now or hereafter, is a party or a beneficiary, including, without limitation, the agreements granting any exclusive right to the Grantor in or to any registered Copyright set forth in Schedule D hereto;

(vi) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(vii) any and all claims for damages, other payments and/or injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages, payments or other relief; and

(viii) any and all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and/or payable with respect to, and supporting obligations relating to, any and all of the foregoing, and, to the extent not otherwise included, all payments under insurance (whether or not the Noteholder Representative is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage or otherwise with respect to any of the foregoing.

provided that, notwithstanding anything to the contrary contained in the foregoing clauses (i) through (viii), the security interest created hereby shall not extend to, and the term "Collateral"

shall not include, any lease, license or other agreement to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement, or create a right of termination in favor of any other party thereto (other than any Grantor or any Subsidiary of any Grantor), in each case to the extent not rendered unenforceable pursuant to the applicable provisions of the Uniform Commercial Code or other applicable law and so long as the applicable provision giving rise to such violation or invalidity or such right of termination was not incurred in anticipation of the entering into of the Note Purchase Agreement; provided, further, that (x) the Collateral includes Proceeds and receivables of any property excluded under this provision, the assignment of which is expressly deemed effective under the Uniform Commercial Code notwithstanding such prohibition and (y) such excluded lease, license or other agreement shall otherwise be subject to the security interest created by the Security Agreement upon receiving any necessary approvals or waivers permitting the assignment thereof.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment and performance of all Obligations of such Grantor now or hereafter existing under or in respect of the Note Documents (as such Note Documents may be amended, amended and restated, supplemented, replaced, refinanced, re-tranched, extended, increased or otherwise modified from time to time (including any extensions of maturity dates and increases of the principal amount outstanding thereunder)), including, without limitation, any extensions, increases, modifications, substitutions, amendments, refinancings, refundings, replacements or renewals of any or all of the foregoing Obligations (whether or not such action is committed, contemplated or provided for by the Note Documents on the date hereof), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, fees, premiums, penalties, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Noteholder Representative with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this IP Security Agreement by telecopier or other electronic method shall be effective as delivery of an original executed counterpart of this IP Security Agreement.

SECTION 6. Notices, Etc. All notices and other communications provided for hereunder shall be in writing (including telegraphic, telecopy or telex communication or facsimile transmission) and mailed, telegraphed, telecopied, telexed, faxed or delivered, if to any Grantor, addressed to it in care of the Issuer at the Issuer's address specified in Section 10.02 of the Note Purchase Agreement, or if to the Noteholder Representative, to its address specified in Section 10.02 of the Note Purchase Agreement. All such notices and other communications shall be deemed to be given or made at such time as shall be set forth in Section 10.02 of the Note Purchase Agreement. Delivery by telecopier of an executed counterpart of any amendment or waiver of any provision of this IP Security Agreement or Schedule hereto shall be effective as delivery of an original executed counterpart thereof.

SECTION 7. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

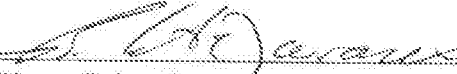
SECTION 8. Intercreditor Agreement. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Noteholder Representative on behalf of the Secured Parties pursuant to this IP Security Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Priority Secured Parties (as defined in the Closing Date Intercreditor Agreement), including liens and security interests granted to ROYAL BANK OF CANADA, as collateral agent, pursuant or in connection with the First Lien Credit Agreement and (ii) the exercise of any right or remedy by the Noteholder Representative or any other secured party hereunder is subject to the limitations and provisions contained in the Closing Date Intercreditor Agreement. In the event of any conflict between the provisions of any Intercreditor Agreement and the provisions of this agreement, the provisions of such Intercreditor Agreement shall control.

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IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Grantors:

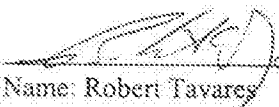
API TECHNOLOGIES CORP.
SPECTRUM CONTROL, INC.
API / INMET, INC.
API / WEINSCHL, INC.
API CRYPTTEK INC.
SPECTRUM MICROWAVE, INC.

By: 
Name: Robert Tavares
Title: President, Chief Executive Officer,
Secretary and Treasurer

[Signature Page to Second Lien IP Security Agreement]

TRADEMARK
REEL: 006642 FRAME: 0538

RFI HOLDING COMPANY

By: 
Name: Robert Tavares
Title: President, Chief Executive Officer,
Secretary and Treasurer

[Signature Page to Second Lien IP Security Agreement]

TRADEMARK
REEL: 006642 FRAME: 0539

CANTOR FITZGERALD, as Noteholder
Representative

By: 

Name:

Title: James Buccola
Head of Fixed Income



Schedule A

TITLE	COUNTRY	APPL. NO.	PATENT NO.	OWNER
Method And System For Providing Beam Polarization	US	10/644,643	7,227,684	API Technologies Corp.
Method And System For Performing Wavelength Locking Of An Optical Transmission Source	US	10/463,458	7,283,571	API Technologies Corp.
Optical Device And Method For Making Same	US	10/463,279	7,386,205	API Technologies Corp.
Optical Retarders And Related Devices And Systems	US	10/918,299	7,203,001	API Technologies Corp.
Multilayer Optical Filter	US	10/842,869	7,405,880	API Technologies Corp.
Aiming Device For A Bomb Disarming Disruptor	US	12/792,174	8,960,542	API Technologies Corp.
Temperature Compensated Current Monitoring	US	14/586,784	9,263,877	API Technologies Corp.
Encapsulation Technology For Saw Device	US	09/655,090	6,285,114	Spectrum Microwave, Inc.
Method And System For Providing Beam Polarization	US	10/775,356	7,268,946	API Technologies Corp.

System And Method For Traversing Metadata Across Multiple Network Domains At Various Layers Of The Protocol Stack	US	12/458,465	7,990,884	API Cryptek Inc.
Low Profile Filter	US	10/692,131	6,822,845	Spectrum Control, Inc.
Electromagnetic Filter With A Conductive Clip Retention System And Method Of Assembly	US	12/202,215	8,289,105	Spectrum Control, Inc.
Stepped Radome And Antenna Having A Stepped Radome	US	12/398,046	8,179,335	Spectrum Control, Inc.
Method Of Manufacturing A Dielectric Component, And Dielectric Components Manufactured By Such A Method	US	11/685,050	7,611,617	Spectrum Control, Inc.
Connecting Conductor	US	15/669,919	10,177,506	API Technologies Corp.
Dielectric Component Array with Failsafe Link	US	11/079,310	7,295,086	Spectrum Control Inc.
Micro-Controller with FSK Modem	US	12/345,393	8,290,030	Spectrum Control, Inc.
Method of Manufacturing a dielectric component, and dielectric components	US	11/685.050	7,611,617	Spectrum Control Inc.

manufactured by such a method.				
Electromagnetic filter with a conductive clip retention system and method of assembly.	US	12/202,215	8,289,106	Spectrum Control, Inc.
Low Profile Filter	US	10/692,131	6,822,845	Spectrum Control Inc.

Schedule B

Trademark	Serial/ Reg. No	Filing/ Reg. Date	Country/ State	Grantor
INMET	5,611,221	11/20/2018	US	API Technologies Corp.
ICALIBER	4,100,460	2/21/2012	US	API / INMET, Inc.
PLANAR BLIND- MATE	2,601,531	7/30/2002	US	API / Weinschel, Inc.
SMARTSTEP	2,449,615	5/8/2001	US	API / Weinschel, Inc.
WEINSCHEL	2,092,344	8/26/1997	US	API / Weinschel, Inc.
PLANAR CROWN	1,683,689	4/21/1992	US	API / Weinschel, Inc.
QUIETSHIELD	1,979,434	6/11/1996	US	Spectrum Control, Inc.
SAGE LABORATORIES	3,818,920	7/13/2010	US	Spectrum Control, Inc.
SAGE	3,818,921	7/13/2010	US	Spectrum Control, Inc.
WIREPAC	1,401,920	7/22/1989	US	Spectrum Control, Inc.
WIRELINE	815,375	9/20/1966	US	Spectrum Control, Inc.
SAGE	871,207	06/17/1969	US	Spectrum Control, Inc.
SMART START	4,097,837	02/14/2012	US	Spectrum Control, Inc.
SMARTSTART	4,097,836	02/14/2012	US	Spectrum Control, Inc.
ION NETWORKS	3,084,437	04/25/2006	US	API Cryptek, Inc.
NETGARD	4,342,784	5/28/2013	US	API Cryptek, Inc.

Schedule C

NONE

Schedule D

NONE