

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CIRCUIT CHECK, INC.		01/29/2007	CORPORATION: MINNESOTA

**RECEIVING PARTY DATA**

<b>Name:</b>	Bayview Capital Partners II LP
<b>Street Address:</b>	301 Carlson Parkway Suite 325
<b>City:</b>	Minnetonka
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55305
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE

<b>Name:</b>	Tonka Bay Co-Investor Partners LLC
<b>Street Address:</b>	301 Carlson Parkway Suite 325
<b>City:</b>	Minnetonka
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55305
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: MINNESOTA

<b>Name:</b>	Granit Equity Limited Partnership
<b>Street Address:</b>	7701 France Avenue South, Suite 200
<b>City:</b>	EDINA
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55435
<b>Entity Type:</b>	LIMITED PARTNERSHIP: MINNESOTA

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	2669214	CIRCUIT CHECK
Serial Number:	78826741	CCI

CH \$115.00 2669214

Serial Number:	78826640	CIRCUIT CHECK
Serial Number:	78826769	QUICKPLATE

**CORRESPONDENCE DATA**

Fax Number: (612)370-3207  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 612/371-3211  
Email: tmg@lindquist.com  
Correspondent Name: LINDQUIST & VENNUM P.L.L.P.  
Address Line 1: 80 South Eighth Street, 4200 IDS Center  
Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	5123891.0009
NAME OF SUBMITTER:	CONNIE R. HEIKKILA
Signature:	/connierheikkila/
Date:	03/28/2007

**Total Attachments: 5**  
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THE RIGHTS OF THE LENDERS HEREOF ARE SUBORDINATED AND SUBJECT TO THE RIGHTS OF M&I MARSHALL & ILSLEY BANK TO THE EXTENT PROVIDED IN THE SUBORDINATION AGREEMENT DATED JANUARY 29, 2007, AMONG EACH LENDER AND M&I MARSHALL & ILSLEY BANK.

## PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 29th day of January, 2007, by Circuit Check, Inc., a Minnesota corporation, ("Grantor") in favor of Bayview Capital Partners II LP, a Delaware limited partnership ("Bayview"), Tonka Bay Co-Investor Partners LLC, a Minnesota limited liability company ("Tonka Bay"), and Granite Equity Limited Partnership, a Minnesota limited partnership ("Granite"). Bayview, Tonka Bay and Granite are each referred to in this Agreement as a "Lender".

### BACKGROUND

A. Grantor, Circuit Check Holdings, Inc. and Lenders are parties to a certain Securities Purchase Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Purchase Agreement"), providing for extensions of credit to be made to Grantor by Lenders.

B. Pursuant to the terms of a certain Security Agreement of even date herewith between Grantor and Lenders (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted each Lender a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter, patents, patent applications, trademarks, trademark applications, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Purchase Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Purchase Agreement and Security Agreement. The Purchase Agreement and the Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests in Patents. To secure the payment and performance of the Obligations, Grantor hereby grants to Lenders, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether now owned or existing and hereafter created, acquired or arising:

2.1 each patent and application for patent listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof; and

2.2 all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any patent.

3. Grant and Reaffirmation of Grant of Security Interests in Trademarks. To secure the payment and performance of the Obligations, Grantor hereby grants to Lenders, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

3.1 each trademark listed on Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark; and

3.2 all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark, or (b) injury to the goodwill associated with any trademark.

IN WITNESS WHEREOF, each party has duly executed this Agreement as of the date first written above.

**THE GRANTOR:**

CIRCUIT CHECK, INC.

By: 

Its: President - CEO

**THE LENDERS:**

BAYVIEW CAPITAL PARTNERS II LP

By: Bayview Capital Management LLC

Its: General Partner

By: 

Peter W. Kooman, President

GRANITE EQUITY LIMITED  
PARTNERSHIP

By: Granite Equity GP, LLC

Its: General Partner

By: 

Its: managing member

TONKA BAY CO-INVESTMENT  
PARTNERS LLC

By: 

Peter W. Kooman, President

*[Signature page to Patent and Trademark Security Agreement]*

**SCHEDULE 1**

**PATENTS**

<b>Patent No.</b>	<b>Title of Patent</b>	<b>Issue Date</b>
5,698,990	Counterforce spring assembly for printed circuit board test fixtures	December 16, 1997

**PATENT APPLICATIONS**

<b>Application No. (Serial No.)</b>	<b>Title of Patent Application Pending</b>	<b>Date Filed</b>
20050258852 (11/130625)	Plate with an indicator for discerning among pre-identified probe holes in the plate	May 16, 2005
20050270048 (10/874410)	Spring-loaded, removable test fixture for circuit board testers	June 22, 2004
20050261854 (10/867164)	Vacuum chamber with two-stage longitudinal translation for circuit board testing	June 14, 2004

## SCHEDULE 2

### TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
CIRCUIT CHECK	2669214	December 31, 2002

The trademarks shall further include any stylized or logo versions of any of the items set forth above, and any common-law rights and state and foreign applications and registrations for any of the foregoing.

### TRADEMARK APPLICATIONS

<u>Application Description</u>	<u>ApplicationNo.</u>	<u>Date Filed</u>
CCI	78826741	March 1, 2006
CIRCUIT CHECK	78826640	March 1, 2006
QUICKPLATE	78826769	March 1, 2006

The trademarks shall further include any stylized or logo versions of any of the items set forth above, and any common-law rights and state and foreign applications and registrations for any of the foregoing.