

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sypris Test & Measurement, Inc.		09/21/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	416 West Jefferson Street		
City:	Louisville		
State/Country:	KENTUCKY		
Postal Code:	40202		
Entity Type:	National Association:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1992952	F.W. BELL	
CORRESPONDENCE DATA			
Fax Number:	(502)581-1087		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	502-589-5400		
Email:	cstewart@fbtlaw.com		
Correspondent Name:	Cynthia L. Stewart		
Address Line 1:	400 West Market Street		
Address Line 2:	32nd Floor		
Address Line 4:	Louisville, KENTUCKY 40202-3363		
ATTORNEY DOCKET NUMBER:	AMSYPRISTEST		
NAME OF SUBMITTER:	Cynthia L. Stewart		
Signature:	/Cynthia L. Stewart/		
Date:	10/02/2007		

CH \$40.00 1992952

Total Attachments: 18

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**AMENDED AND RESTATED COLLATERAL ASSIGNMENT
OF TRADEMARK COLLATERAL**

This Amended and Restated Collateral Assignment of Trademark Collateral (this "Assignment") is made and entered into as of July 25, 2007, by SYPRIS TEST & MEASUREMENT, INC. ("Assignor"), in favor of JPMORGAN CHASE BANK, N.A., successor by merger to BANK ONE, KENTUCKY, NA, as collateral agent (in its capacity as a Bank, "Chase," and in its capacity as collateral agent for and on behalf of the Banks and the Noteholders, together with any successor in such capacity, the "Collateral Agent").

RECITALS

A. Assignor is the owner of certain Trademarks and Trademark Registrations identified in Exhibit A attached hereto and made a part hereof.

B. Assignor and Chase entered into a Collateral Assignment of Trademarks, Pending Trademark Applications and Trademark Registrations executed August 11, 1998 (the "Original Collateral Assignment"), for the purpose of recording with the U.S. Patent and Trademark Office ("USPTO") Assignor's grant to Chase of a security interest in certain of its trademarks. **The Original Collateral Assignment was recorded with the USPTO on August 31, 1998, reel 1787/0966.** This Assignment is entered into in complete amendment and restatement of (but not in novation of) the Original Collateral Assignment.

C. Sypris Solutions, Inc. ("Sypris") in June, 2004 issued its Senior Notes (the "Notes") in the aggregate principal amount of \$55,000,000 in favor of the Noteholders, pursuant to the Note Purchase Agreement (as amended, restated or otherwise modified from time to time, the "Note Purchase Agreement"). Sypris and the Noteholders have entered into a certain Third Amendment to Note Purchase Agreement, dated April 6, 2007 (the "Third NPA Amendment") pursuant to which the Borrowers and Noteholders agreed to amend certain terms of the Note Purchase Agreement.

D. Assignor and Chase have entered into that certain Amended and Restated Loan Agreement, dated as of April 6, 2007 (as amended, restated or otherwise modified from time to time, the "Loan Agreement"), which amends and restates prior credit facilities from Chase and other lenders in favor of Sypris, the Assignor and other Obligors, including the Original Loan Agreement.

E. Chase has agreed to serve as Collateral Agent for the Banks under the Loan Agreement and for the holders from time to time of the Notes (the "Noteholders") issued under the Note Purchase Agreement pursuant to the Amended and Restated Collateral Sharing Agreement, dated as of April 6, 2007 (as amended, restated or otherwise modified from time to time, the "Collateral Sharing Agreement").

F. Sypris and its domestic subsidiaries (including the Assignor) and Chase, as Collateral Agent, have entered into a Security Agreement dated as of April 6, 2007 (as amended,

restated or otherwise modified from time to time, the "Security Agreement"), pursuant to which Sypris and such subsidiaries granted to the Collateral Agent a security interest in the personal property described therein, including the Pledged Trademarks (as hereinafter defined).

AGREEMENT

Therefore, in fulfillment of Assignor's obligations under the Loan Agreement, the Note Purchase Agreement, the Security Agreement and related agreements, Assignor agrees, and the Original Collateral Assignment is hereby amended and restated, as follows:

1. Assignor hereby collaterally assigns as security to the Collateral Agent, and grants to the Collateral Agent a security interest in, and pledges and mortgages (but does not transfer title to) all of Assignor's right, title and interest in and to the Pledged Trademarks (as defined in Exhibit B), together with all goodwill of the business symbolized by the Trademarks and the Registrations, to secure the payment and performance when due of any and all of the Obligations (as defined in the Collateral Sharing Agreement). In addition, the Assignor has executed in blank and delivered to the Collateral Agent an assignment of federally registered trademarks in substantially the form of Exhibit C hereto (the "Assignment of Marks"). The Assignor hereby authorizes the Collateral Agent to complete as assignee and record with the USPTO the Assignment of Marks upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Collateral Agent's remedies under this Assignment and the Security Agreement.

2. In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Pledged Trademarks provided in Section 1, the Assignor grants, assigns, transfers, conveys and sets over to the Collateral Agent the Assignor's entire right, title and interest in and to the Pledged Trademarks; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only (i) upon or after the occurrence and during the continuance of an Event of Default and (ii) either (A) upon the written demand of the Collateral Agent at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by the Collateral Agent) upon an Event of Default for which acceleration of the obligations under the Loan Agreement and the Note Purchase Agreement is automatic or upon the sale or other disposition of or foreclosure upon the Collateral (as defined in the Security Agreement) pursuant to the Security Agreement and applicable law (including the transfer or other disposition of the Collateral by the Assignor to the Collateral Agent or its nominee in lieu of foreclosure). Until an Event of Default (as defined below) shall occur, Assignor shall have the right to possession and use of the Pledged Trademarks.

3. The Assignor represents and warrants to the Collateral Agent, the Banks and the Noteholders that: (i) Exhibit A sets forth a true and complete list of all Trademarks and Trademark Registrations now owned, licensed, controlled or used by the Assignor; (ii) the Trademarks and Trademark Registrations are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the Trademarks or Trademark Registrations; (iii) to the best of the

Assignor's knowledge, each of the Trademarks and Trademark Registrations is valid and enforceable; (iv) to the best of the Assignor's knowledge, there is no infringement by others of the Trademarks, Trademark Registrations or Trademark Rights; (v) no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person, and to the best of the Assignor's knowledge, there is no infringement by the Assignor of the trademark rights of others; (vi) the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks (other than ownership and other rights reserved by third party owners with respect to Trademarks that the Assignor is licensed to use), free and clear of any liens, charges, encumbrances and adverse claims, including pledges, assignments, licenses, registered user agreements and covenants by the Assignor not to sue third persons, other than the security interest and assignment created by the Security Agreement and this Assignment; (vii) the Assignor has the unqualified right to enter into this Assignment and to perform its terms; (viii) the Assignor has used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of the Trademarks; (ix) this Assignment, together with the Security Agreement, will create in favor of the Collateral Agent a valid and perfected first priority security interest in the Pledged Trademarks upon making the filings referred to in clause (x) of this Section 3; and (x) except for the filing of financing statements with the Secretary of State for the State of Delaware under the Uniform Commercial Code and the recording of this Assignment with the United States Patent and Trademark Office (the "USPTO"), no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (A) for the grant by the Assignor or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Assignment by the Assignor, or (B) for the perfection of or the exercise by the Collateral Agent of any of its rights and remedies hereunder.

4. Except in connection with the conduct of business in the ordinary course, Assignor shall not modify, amend or terminate the Trademark Registrations, nor shall Assignor waive any rights, or assign, sublet, transfer, hypothecate or otherwise encumber any of its right, title or interest, in or to the Trademarks or the Trademark Registrations, without the prior written consent of the Collateral Agent, except as permitted by the Security Agreement, the Loan Agreement and the Note Purchase Agreement.

5. An "Event of Default" by Assignor under and as defined in the Loan Agreement or the Note Purchase Agreement shall constitute an "Event of Default" under this Assignment.

6. If an Event of Default occurs, the Collateral Agent shall have the right, but not the obligation, to claim all rights of Assignor to the Pledged Trademarks. In addition to all other rights and remedies given it by this Assignment, the Loan Agreement, the Note Purchase Agreement, the Security Agreement and the other related documents, the Collateral Agent shall have all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the Commonwealth of Kentucky. Without limitation of the foregoing, the Collateral Agent may, at its option and upon notice to Assignor, transfer to a third party the rights of Assignor to the Pledged Trademarks and, in such event, Assignor's rights to the Pledged Trademarks shall terminate.

7. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and expenses incurred by the Collateral Agent, the Banks and the Noteholders in connection with the preparation of this Assignment and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance or renewal fees, encumbrances, or otherwise for the purpose of protecting, maintaining or preserving the Pledged Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Trademarks, shall be borne and paid by the Assignor, and the same shall be payable upon demand and, pending payment, shall be added to, and bear interest and be secured in the same manner, as the loans provided for in the Loan Agreement and the Note Purchase Agreement. Assignor shall be solely responsible for maintaining and preserving the Pledged Trademarks and paying all fees associated therewith.

8. All terms used in this Assignment and not otherwise defined herein or in Exhibit B shall have the meanings given them in the Loan Agreement and the Note Purchase Agreement. Unless otherwise provided in this Agreement, the security interest granted herein shall be governed by, and the Pledged Trademarks shall be considered "General Intangibles" under the Security Agreement, and in addition to the rights and obligations of the parties as set forth in this Assignment, the parties shall have those rights and obligations with respect to the Trademarks and Registrations as provided for in the Security Agreement. This Assignment shall be binding on and inure to the benefit of Assignor and the Collateral Agent, and their respective successors and assigns.

9. If, before the Obligations shall have been finally paid and satisfied in full, the Assignor shall obtain any right, title or interest in or to any other or new Trademarks, Trademark Registrations or Trademark Rights, the provisions of this Assignment shall automatically apply thereto and the Assignor shall promptly provide to the Collateral Agent notice thereof in writing and execute and deliver to the Collateral Agent such documents or instruments as the Collateral Agent may reasonably request further to implement, preserve or evidence the Collateral Agent's interest therein. The Assignor authorizes the Collateral Agent to modify this Assignment and the Assignment of Marks, without the necessity of the Assignor's further approval or signature, by amending Exhibit A hereto and the Annex to the Assignment of Marks to include any future or other Trademarks, Trademark Registrations or Trademark Rights.

10. The Assignor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Pledged Trademarks, and shall hold the Collateral Agent, the Banks and the Noteholders harmless from any and all costs, damages, liabilities and expenses that may be incurred by any of them in connection with the Collateral Agent's interest in the Pledged Trademarks or any other action or failure to act in connection with this Assignment or the transactions contemplated hereby. Promptly upon obtaining knowledge thereof, the Assignor will notify the Collateral Agent in writing of the institution of, or any final adverse determination in, any proceeding at the USPTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of

any of the Trademarks or Trademark Registrations or the Assignor's rights, title or interests in and to the Pledged Trademarks, and which does or reasonably could materially adversely affect the ability of the Assignor or the Collateral Agent to dispose of any of the Pledged Trademarks or the rights and remedies of the Collateral Agent in relation thereto (including but not limited to the levy of any legal process against any of the Pledged Trademarks).


11. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER THE COLLATERAL AGENT NOR ANY BANK NOR ANY NOTEHOLDER ASSUMES ANY LIABILITIES OF THE ASSIGNOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE ASSIGNOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF THE ASSIGNOR, AND THE ASSIGNOR SHALL INDEMNIFY THE COLLATERAL AGENT, THE BANKS AND THE NOTEHOLDERS FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY ANY OF THEM WITH RESPECT TO SUCH LIABILITIES.

12. This Assignment is subject to modification only by a writing signed by the Collateral Agent and the Assignor, except as provided in Section 9. The Collateral Agent shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Collateral Agent. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

13. THIS ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF KENTUCKY. The Assignor agrees that any suit for the enforcement of this Assignment may be brought in the courts of the Commonwealth of Kentucky or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Assignor by mail at the address specified in the Loan Agreement or the Note Purchase Agreement. The Assignor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

WITNESS, the signatures of Assignor and the Collateral Agent by their duly authorized officers as of the date first set forth above, but actually on the dates set forth below each signature.

SYPRIS TEST & MEASUREMENT, INC.

By: 
Anthony C. Allen, Assistant Secretary
Date: 9/21/2007

any of the Trademarks or Trademark Registrations or the Assignor's rights, title or interests in and to the Pledged Trademarks, and which does or reasonably could materially adversely affect the ability of the Assignor or the Collateral Agent to dispose of any of the Pledged Trademarks or the rights and remedies of the Collateral Agent in relation thereto (including but not limited to the levy of any legal process against any of the Pledged Trademarks).

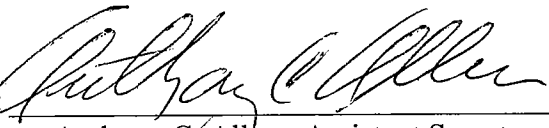
11. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER THE COLLATERAL AGENT NOR ANY BANK NOR ANY NOTEHOLDER ASSUMES ANY LIABILITIES OF THE ASSIGNOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE ASSIGNOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF THE ASSIGNOR, AND THE ASSIGNOR SHALL INDEMNIFY THE COLLATERAL AGENT, THE BANKS AND THE NOTEHOLDERS FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY ANY OF THEM WITH RESPECT TO SUCH LIABILITIES.

12. This Assignment is subject to modification only by a writing signed by the Collateral Agent and the Assignor, except as provided in Section 9. The Collateral Agent shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Collateral Agent. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

13. THIS ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF KENTUCKY. The Assignor agrees that any suit for the enforcement of this Assignment may be brought in the courts of the Commonwealth of Kentucky or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Assignor by mail at the address specified in the Loan Agreement or the Note Purchase Agreement. The Assignor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

WITNESS, the signatures of Assignor and the Collateral Agent by their duly authorized officers as of the date first set forth above, but actually on the dates set forth below each signature.

SYPRIS TEST & MEASUREMENT, INC.

By: 
Anthony C. Allen, Assistant Secretary
Date: 9/21/2007

JPMORGAN CHASE BANK, N.A.
As Collateral Agent

By: J. Duffy Baker
J. Duffy Baker, Senior Vice President
Date: 9-26-07

STATE OF KENTUCKY)
)
COUNTY OF JEFFERSON)

On this 26 day of September, 2007, before appeared J. Duffy Baker, the person who signed this instrument, who acknowledged that he is the duly appointed Senior Vice President of JPMorgan Chase Bank, N.A. (the "Collateral Agent"), that he is duly authorized by the Collateral Agent to sign this instrument, and that he has signed this instrument as a free act on behalf of the Collateral Agent.

Shawn H. Weirant
NOTARY PUBLIC
My Commission Expires: 3-14-09

EXHIBIT A

LIST OF TRADEMARKS, TRADEMARK APPLICATIONS AND
TRADEMARK REGISTRATIONS

Sypris Test & Measurement, Inc.:

<u>Trademark or Service Mark</u>	<u>Registrations -- United States Patent and Trademark Office Registration/Serial No.</u>	<u>Registration/Filing Date</u>
Trademark: "F.W. Bell"	Registration#: 1992952 Serial#:74683771	Registration Date: 8/13/1996

EXHIBIT B

PLEGGED TRADEMARKS AND RELATED DEFINITIONS

Associated Goodwill. All goodwill of the Assignor and its business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

Pledged Trademarks. All of the Assignor's right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights and the Associated Goodwill, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing.

Trademark License Rights. Any and all past, present or future rights and interests of the Assignor pursuant to any and all past, present and future franchising or licensing agreements in favor of the Assignor, or to which the Assignor is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties in the past, present or future, including the right (but not the obligation) in the name of the Assignor or the Collateral Agent to enforce, and sue and recover for, any breach or violation of any such agreement to which the Assignor is a party.

Trademark Registrations. All past, present or future federal, state, local and foreign registrations of the Trademarks, all past, present and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of the Assignor or the Collateral Agent, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

Trademark Rights. Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Assignor or the Collateral Agent for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

Trademarks. All of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of the Assignor, that (i) are set forth on Exhibit A hereto, or (ii) have been adopted, acquired, owned, held or used by the Assignor or are now owned, held or used by the Assignor, in the Assignor's business, or with the Assignor's products and services, or in which the Assignor has any right, title or interest, or (iii) are in the future adopted,

acquired, owned, held and used by the Assignor in the Assignor's business or with the Assignor's products and services, or in which the Assignor in the future acquires any right, title or interest.

Use. With respect to any Trademark, all uses of such Trademark by, for or in connection with the Assignor or its business or for the direct or indirect benefit of the Assignor or its business, including all such uses by the Assignor itself, by any of the affiliates of the Assignor, or by any franchisee, licensee or contractor of the Assignor.

EXHIBIT C

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS, SYPRIS TEST & MEASUREMENT, INC., a corporation organized and existing under the laws of the State of Delaware (the "Assignor"), has adopted and used and is using the trademarks and service marks (the "Marks") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, JPMORGAN CHASE BANK, N.A., in its capacity as collateral agent for certain banks and noteholders (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (i) the registrations of and registration applications for the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect at such time as the Assignee shall sign its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this 21 day of September, 2007.

SYPRIS TEST & MEASUREMENT, INC.


By: 
Anthony C. Allen, Assistant Secretary
Date: 9/21/2007

EXHIBIT C

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS, SYPRIS TEST & MEASUREMENT, INC., a corporation organized and existing under the laws of the State of Delaware (the "Assignor"), has adopted and used and is using the trademarks and service marks (the "Marks") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

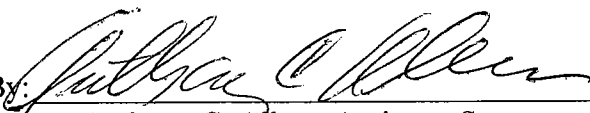
WHEREAS, JPMORGAN CHASE BANK, N.A., in its capacity as collateral agent for certain banks and noteholders (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (i) the registrations of and registration applications for the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect at such time as the Assignee shall sign its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.


IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this 21 day of September, 2007.

SYPRIS TEST & MEASUREMENT, INC.

By: 
Anthony C. Allen, Assistant Secretary
Date: 9/21/2007

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF JEFFERSON)

On this 21st day of September, 2007, before appeared Anthony C. Allen, the person who signed this instrument, who acknowledged that he is the duly appointed Assistant Secretary of the above-identified corporation (the "Assignor"), that he is duly authorized by the Assignor to sign this instrument, and that he has signed this instrument as a free act on behalf of the Assignor.



NOTARY PUBLIC

My Commission Expires: _____

ANDREA LUESCHER NOTARY PUBLIC STATE AT LARGE STATE OF KENTUCKY My Commission Expires July 20, 2009
--

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by the Assignor to the Assignee is hereby accepted as of the 26 day of September, 2007.

JPMORGAN CHASE BANK, N.A.
As Collateral Agent

By: J. Duffy Baker
J. Duffy Baker, Senior Vice President
Date: 9-26-07

STATE OF KENTUCKY)
)
COUNTY OF JEFFERSON)

On this 26 day of Sept., 2007, before appeared J. Duffy Baker, the person who signed this instrument, who acknowledged that he is the duly appointed Senior Vice President of JPMorgan Chase Bank,. N.A. (the "Collateral Agent"), that he is duly authorized by the Collateral Agent to sign this instrument, and that he has signed this instrument as a free act on behalf of the Collateral Agent.

Sharon H. Weiment
NOTARY PUBLIC

My Commission Expires: 3-9-14

ANNEX

Sypris Test & Measurement, Inc.:

<u>Trademark</u> or <u>Service Mark</u>	<u>Registration/Serial No.</u>	<u>Registration/Filing Date</u>
Trademark: "F.W. Bell"	Registration#: 1992952 Serial#:74683771	Registration Date: 8/13/1996

LOULibrary 0000LU2.0105005 658325v2