

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Oberweis Group, Inc.		03/05/2009	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	The Privatebank and Trust Company
<b>Street Address:</b>	120 South LaSalle Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	Illinois state chartered bank: ILLINOIS

**PROPERTY NUMBERS Total: 22**

Property Type	Number	Word Mark
Registration Number:	2299487	
Registration Number:	2898867	
Registration Number:	2981063	
Registration Number:	3093046	THE SPOT FOR ICE CREAM
Registration Number:	2898864	
Registration Number:	2898865	
Registration Number:	3038857	SIMPLY THE BEST
Registration Number:	3203831	SIMPLY THE BEST
Registration Number:	3282800	SIMPLY THE BEST
Registration Number:	2894598	
Registration Number:	2894597	
Registration Number:	2962350	PINA COWLADA
Registration Number:	2325294	OBERWEIS DAIRY
Registration Number:	2764062	OBERWEIS DAIRY

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Registration Number:	2857661	OBERWEIS DAIRY
Registration Number:	2326694	OBERWEIS
Registration Number:	2853186	OBERWEIS
Registration Number:	2857659	OBERWEIS
Registration Number:	2857660	OBERWEIS
Registration Number:	3023381	OBERWEIS
Registration Number:	2957310	
Registration Number:	2923203	COW SPOT

**CORRESPONDENCE DATA**

Fax Number: (312)876-1155  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 312-627-2482  
Email: gsegal@dykema.com  
Correspondent Name: Gary Segal, Dykema Gossett PLLC  
Address Line 1: 10 South Wacker Drive  
Address Line 2: Suite 2300  
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	104085-0020
NAME OF SUBMITTER:	Gary Segal
Signature:	/GarySegal/
Date:	03/11/2009

**Total Attachments: 5**  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") dated as of March 9, 2009, is by THE OBERWEIS GROUP, INC., a Delaware corporation (the "Grantor"), in favor of THE PRIVATEBANK AND TRUST COMPANY, an Illinois state chartered bank (the "Lender").

### WITNESSETH:

WHEREAS, the Grantor, certain of its affiliates and the Lender have entered into that certain Loan and Security Agreement dated as of March 9, 2009 (as amended, restated, supplemented or otherwise modified from time to time and in effect, the "Loan Agreement"), pursuant to which the Lender has agreed to make loans to the Grantor and certain of its affiliates;

WHEREAS, pursuant to the Loan Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Loan Agreement, the Grantor hereby agrees with the Lender as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms used herein have the meaning given to them in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages and pledges to the Lender and grants to the Lender a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

(a) all of its trademarks, including, without limitation, those referred to on **Schedule I** hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each of its trademark; and

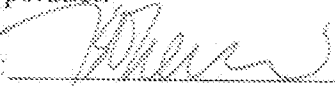
(c) all rights to sue at law or in equity for any infringement or other impairment of the foregoing, including the right to receive all proceeds and damages thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender as set forth and pursuant to the Loan Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

THE OBERWEIS GROUP, INC., a Delaware corporation

By:   
Joseph Oberweis, Chief Executive Officer and President

Acknowledged:

THE PRIVATEBANK AND TRUST COMPANY, an Illinois state chartered bank

By: \_\_\_\_\_  
Michael Perry, Associate Managing Director

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

THE OBERWEIS GROUP, INC., a Delaware corporation

By: \_\_\_\_\_  
Joseph Oberweis, Chief Executive Officer and President

Acknowledged:

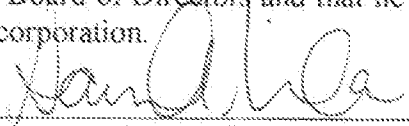
THE PRIVATEBANK AND TRUST COMPANY, an Illinois state chartered bank

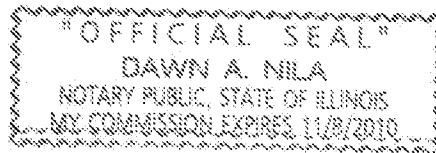
By: Michael F. Perry  
Michael Perry, Associate Managing Director

ACKNOWLEDGEMENT OF GRANTOR

STATE OF ILLINOIS            )  
  )ss.  
COUNTY OF KEW DALL        )

On this 5<sup>th</sup> day of March before me personally appeared Joseph Oberweis, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of OBERWEIS DAIRY, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public



**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

<u>No.</u>	<u>Mark</u>	<u>Registration Number</u>
1	Three Cow Design	2,299,487
2	Waving Happy Cow Design	2,898,867
3	Three Cow Design	2,981,063
4	THE SPOT FOR ICE CREAM	3,093,046
5	Surfing Happy Cow Design	2,898,864
6	Skating Happy Cow Design	2,898,865
7	SIMPLY THE BEST	3,038,857
8	SIMPLY THE BEST	3,203,831
9	SIMPLY THE BEST	3,282,800
10	Rollerskating Happy Cow Design	2,894,598
11	Rafting Happy Cow Design	2,894,597
12	PINA COWLADA	2,962,350
13	OBERWEIS DAIRY (Stylized)	2,325,294
14	OBERWEIS DAIRY (Stylized)	2,764,062
15	OBERWEIS DAIRY	2,857,661
16	OBERWEIS (Stylized)	2,326,694
17	OBERWEIS (Stylized)	2,853,186
18	OBERWEIS (Stylized)	2,857,659
19	OBERWEIS	2,857,660
20	OBERWEIS	3,023,381
21	Medallion Design	2,957,310
22	COW SPOT	2,923,203