

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
Sparton Corporation		08/14/2009	CORPORATION: MICHIGAN
Sparton Electronics Florida, Inc.		08/14/2009	CORPORATION: FLORIDA
Spartronics, Inc.		08/14/2009	CORPORATION: MICHIGAN
Sparton Medical Systems, Inc.		08/14/2009	CORPORATION: MICHIGAN
Spartronics Vietnam Co., Ltd.		08/14/2009	CORPORATION: VIETNAM

RECEIVING PARTY DATA

Name:	National City Business Credit, Inc., as Agent
Street Address:	1965 East 6th Street, 4th Floor
Internal Address:	Locator: 01-3049
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	CORPORATION: OHIO

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1358965	SPARTON
Registration Number:	3299019	SPARTON MEDICAL SYSTEMS
Registration Number:	3299020	SPARTON MEDICAL SYSTEMS
Registration Number:	3526284	SPARTON
Registration Number:	3526285	SPARTON
Registration Number:	1577510	POWERCOM

CORRESPONDENCE DATA

Fax Number: (734)623-1625
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 734-623-1678

900142193

**TRADEMARK
 REEL: 004055 FRAME: 0011**

OP \$165.00 1358965

Email: nhudge@dickinsonwright.com
Correspondent Name: Nora Hudge, Paralegal
Address Line 1: 301 East Liberty, Suite 500
Address Line 2: Dickinson Wright, PLLC
Address Line 4: Ann Arbor, MICHIGAN 48104

ATTORNEY DOCKET NUMBER:	37890-003
NAME OF SUBMITTER:	Nora Hudge
Signature:	/Nora Hudge/
Date:	08/31/2009

Total Attachments: 16

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "*Agreement*"), dated as of August 14, 2009 by **Sparton Corporation**, a Michigan corporation (the "*Company*") and each of the Subsidiaries of the Company signatories hereto (each Subsidiary, together with the Company, are individually hereinafter referred to as a "*Grantor*" or collectively hereinafter referred to as the "*Grantors*"), in favor of **National City Business Credit, Inc.** in its capacity as agent for certain financial institutions (in such capacity, the "*Agent*").

RECITALS

A. The Grantors have entered into an Amended and Restated Revolving Credit and Security Agreement dated as of August 14, 2009 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*") with various financial institutions and the Agent, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantors. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Credit Agreement.

B. Pursuant to the Credit Agreement, the Grantors are required to execute and deliver to the Agent, for the benefit of the Lenders, this Agreement.

D. Pursuant to the terms of the Credit Agreement, Grantors have granted to the Agent, for the benefit of the Lenders, a security interest in substantially all the assets of the Grantors, including all right, title and interest of the Grantors in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantors under the Credit Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantors do hereby grant to the Agent, for the benefit of the Lenders, a continuing security interest in all of Grantors' right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark, trademark registration, and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any registrations issuing on any trademark application and any renewals of any trademark registrations, reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all proceeds of the foregoing, including, without limitation, any claim by the Grantors against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred

to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "**Trademark Collateral**");

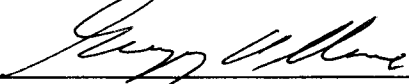
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any continuations, continuations-in-part or divisionals, reissues, re-examination certificates, or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all proceeds of the foregoing, including, without limitation, any claim by the Grantors against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "**Patent Collateral**").

This security interest is granted in conjunction with the security interests granted to the Agent pursuant to the Credit Agreement and subject to limitations set forth therein. The Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature page follows]

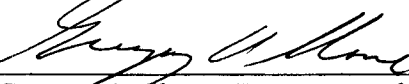
The Grantors have caused this Patent and Trademark Security Agreement to be duly executed by its respective duly authorized officer thereunto as of the date first set forth above.

Sparton Corporation

By: 

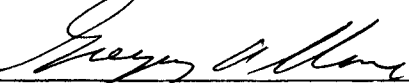
Gregory A. Slome,
Senior Vice President and Chief Financial Officer

Sparton Electronics Florida, Inc.

By: 

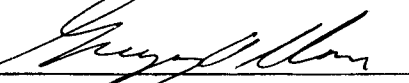
Gregory A. Slome, Treasurer and Secretary

Spartronics, Inc.

By: 

Gregory A. Slome, Treasurer and Secretary

Sparton Medical Systems, Inc.

By: 

Gregory A. Slome, Treasurer and Secretary

Spartronics Vietnam Co., Ltd.

By: _____
Cary B. Wood, General Director

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Sparton Corporation

By: _____
Gregory A. Slome,
Senior Vice President and Chief Financial Officer

Sparton Electronics Florida, Inc.

By: _____
Gregory A. Slome, Treasurer and Secretary

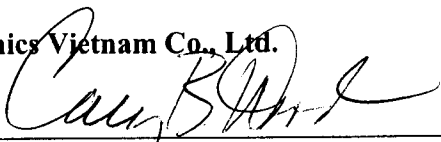
Spartronics, Inc.

By: _____
Gregory A. Slome, Treasurer and Secretary

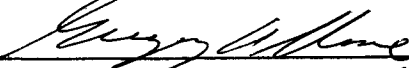
Sparton Medical Systems, Inc.

By: _____
Gregory A. Slome, Treasurer and Secretary

Spartronics Vietnam Co., Ltd.

By:  _____
Cary B. Wood, General Director

Sparton Technology, Inc.

By: 
Gregory A. Slome, Treasurer and Secretary

Sparton of Canada, Limited

By: _____
Cary B. Wood, President

Acknowledged:

National City Business Credit, Inc.,
as Agent

By: _____
Ben Pugliesi, Vice President

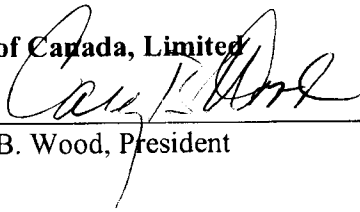
*Signature Page to Patent & Trademark
Security Agreement*

TRADEMARK
REEL: 004055 FRAME: 0017

Sparton Technology, Inc.

By: _____
Gregory A. Slome, Treasurer and Secretary

Sparton of Canada, Limited

By:  _____
Cary B. Wood, President

Acknowledged:

National City Business Credit, Inc.,
as Agent

By: _____
Ben Pugliesi, Vice President

*Signature Page to Patent & Trademark
Security Agreement*

**TRADEMARK
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Sparton Technology, Inc.

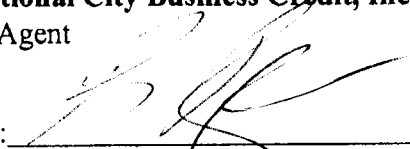
By: _____
Gregory A. Slome, Treasurer and Secretary

Sparton of Canada, Limited

By: _____
Cary B. Wood, President

Acknowledged:

National City Business Credit, Inc.,
as Agent

By:  _____
Ben Pugliesi, Vice President

*Signature Page to Patent & Trademark
Security Agreement*

TRADEMARK
REEL: 004055 FRAME: 0019

STATE OF Michigan)
) ss
COUNTY OF Jackson)

On this 14 day of August, 2009, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of the Grantor, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

Judith Anne Camp
Notary Public

JUDITH ANNE CAMP
NOTARY PUBLIC, STATE OF MI
COUNTY OF JACKSON
MY COMMISSION EXPIRES Nov 6, 2011
ACTING IN COUNTY OF Jackson

STATE OF Michigan)
) ss
COUNTY OF Jackson)

On this 14 day of August, 2009, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of the Grantor, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

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) ss
COUNTY OF Jackson)

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) SS
COUNTY OF Jackson)

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NOTARY PUBLIC, STATE OF MI
COUNTY OF JACKSON
MY COMMISSION EXPIRES Nov 6, 2011
ACTING IN COUNTY OF Jackson

STATE OF _____)
) SS
COUNTY OF _____)

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Notary Public

STATE OF Michigan)
) SS
COUNTY OF Jackson)

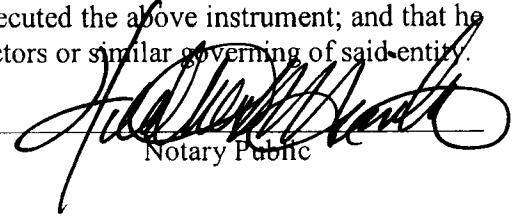
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Judith Anne Camp
Notary Public
JUDITH ANNE CAMP
NOTARY PUBLIC, STATE OF MI
COUNTY OF JACKSON
MY COMMISSION EXPIRES Nov 6, 2011
ACTING IN COUNTY OF Jackson

STATE OF ILLINOIS)
) SS
COUNTY OF Cook)



On this 14 day of August, 2009, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of the Grantor, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.


Notary Public

STATE OF _____)
) ss
COUNTY OF _____)

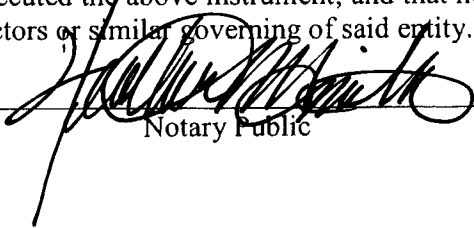
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Notary Public

STATE OF ILLINOIS)
) ss
COUNTY OF Cook)



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Notary Public

STATE OF _____)
) ss
COUNTY OF _____)

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Notary Public

STATE OF Michigan)
) ss
COUNTY OF Cook)

On this 13th day of August, 2009, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of the Grantor, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

RONITA M. KOSS
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Mar 26, 2014
ACTING IN COUNTY OF Cook

Ronita M. Koss
Notary Public

STATE OF _____)
) ss
COUNTY OF _____)

On this ____ day of August, 2009, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of the Grantor, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

Notary Public

STATE OF _____)
) ss
COUNTY OF _____)

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Notary Public

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

United States Trademarks, Trademark Applications and Trademark Licenses

Owner	Mark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Sparton Corporation	Sparton	73/496641	1358965	8-27-84	9-10-85
Sparton Corporation	Sparton Medical Systems	78/595637	3299019	3-25-05	9-25-07
Sparton Corporation	Spartan Medical Systems (Logo)	78/595638	3299020	3-25-05	9-25-07
Sparton Corporation	SPARTON	77/122948	3526284	3-6-07	11-4-08
Sparton Corporation	SPARTON (Logo)	77/122967	3526285	3-6-07	11-4-08
Sparton Technology, Inc.	POWERCOM	73/798382	1577510	5-8-89	1-16-90

Foreign Registrations

Owner	Mark	Country	Registration Number	Date of Registration
Sparton Corporation	Sparton	European Patent Office	2333755	3-3-05
Sparton Corporation	Sparton	Italy	688744	10-7-96
Sparton Corporation	Sparton	Canada	TMDA 050568	9-25-30
Sparton Corporation	Sparton	Hong Kong	1376	11-15-99
Sparton Corporation	SPARTON & Design	Great Britian	1233671	8-27-84
Sparton Corporation	SPARTON & Design	Canada	336136	1-8-88
Sparton Corporation	Sparton Medical Systems	Canada	1273665 (application no.)	Pending

Sparton Corporation	Spartan Medical Systems	European Community	004647467	11-10-07
Sparton Corporation	Sparton Medical Systems	Mexico	917345	1-27-06
Sparton Corporation	Sparton Medical Systems	Japan	4966014	6-30-06
Sparton Corporation	Sparton Medical Systems	Vietnam	107903	8-25-08
Sparton Corporation	SPARTON	European Community	006255962	9-8-08
Sparton Corporation	SPARTON	Korea	45-0026120	1-14-09
Sparton Corporation	SPARTON	Mexico	1011449	11-15-07
Sparton Corporation	SPARTON	Taiwan	01334264	10-15-08
Sparton Corporation	SPARTON	Australia	1197395	2-26-08
Sparton Corporation	SPARTON	Mexico	1011451	11-15-07
Sparton Corporation	SPARTON	Mexico	1011450	11-15-07
Sparton Corporation	SPARTON	Mexico	1017344	12-11-07
Sparton Corporation	SPARTON	Brazil	829352864 (application no.)	Pending
Sparton Corporation	SPARTON	Brazil	829352856 (application no.)	Pending
Sparton Corporation	SPARTON	Hong Kong	300948835	9-6-07
Sparton Corporation	SPARTON	Argentina	2247877	9-9-08
Sparton Corporation	SPARTON	Argentina	2247878	9-9-08
Sparton Corporation	SPARTON	Argentina	2247879	9-9-08
Sparton Technology, Inc.	SPARTON	Canada	2021074	12-14-04

Foreign Applications

Owner	Mark	Country	Application Number	Filing Date	Status
Sparton Corporation	SPARTON	Canada	1363286	9-5-07	Pending
Sparton Corporation	SPARTON	China	6262535	9-6-07	Pending
Sparton Corporation	SPARTON	Japan	94878/2007	9-5-07	Pending
Sparton Corporation	SPARTON	Vietnam	4-2007-17477	9-5-07	Pending

Sparton Corporation	SPARTON	India	1599111	9-6-07	Pending
Sparton Corporation	SPARTON	Argentina	2770766	9-6-07	Pending
Sparton Corporation	SPARTON	Brazil	829352767	9-6-07	Pending
Sparton Corporation	SPARTON	Canada	6262536	9-6-07	Pending
Sparton Corporation	SPARTON	Canada	6262526	9-6-07	Pending
Sparton Corporation	SPARTON	Canada	6262537	9-6-07	Pending

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents, Patent Applications and Patent Licenses

Owner	Patent Number	Patent Application Number	Date Patent Issued	Date of Patent Application
N/A				

DETROIT 37890-3 1123340v7 8/14/2009