

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
Spectralytics, Inc.		12/10/2012	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	90 South 7th St		
Internal Address:	MAC N9305-187		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55479		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2063392	SPECTRALYTICS	
CORRESPONDENCE DATA			
Fax Number:	6127661600		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	612-766-6911		
Email:	susan.carlson@faegrebd.com		
Correspondent Name:	Susan Carlson, Faegre Baker Daniels		
Address Line 1:	90 South 7th St Ste 2200		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Susan Carlson		
Signature:	/e/ Susan Carlson		
Date:	01/10/2013		

OP \$40.00 2063392

Total Attachments: 9

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this “**Agreement**”), dated as of December 10, 2012, is made by and between Spectralytics, Inc., a Minnesota corporation (the “**Debtor**”), and Wells Fargo Bank, National Association, a national banking association, for itself and as administrative agent (in such capacity, the “**Secured Party**”) for the Lending Parties, as defined in the Credit Agreement described below.

Pursuant to a Credit Agreement (together with all amendments, modifications and restatements of such agreement, the “**Credit Agreement**”) dated September 15, 2008 among Cretex Companies, Inc. (the “**Borrower**”), the Subsidiary Guarantors, as defined therein, certain lenders from time to time party thereto (the “**Lenders**”) and the Secured Party, the Lenders have agreed to make advances to and issue letters of credit for the account of the Borrower, and the Subsidiary Guarantors have guaranteed the payment and performance of all of the Borrower’s obligations under and related to the Credit Agreement.

To secure their obligations under the Credit Agreement, the Borrower and the Subsidiary Guarantors have entered with the Secured Party into a Security Agreement dated September 15, 2008 (as amended, restated, modified or supplemented from time to time, the “**Security Agreement**”), pursuant to which the Borrower and the Subsidiary Guarantors have granted the Secured Party a security interest in substantially all of their personal property.

Pursuant to a Joinder Agreement dated as of the date hereof, the Debtor has become a party to the Credit Agreement as a Subsidiary Guarantor (as defined therein) and to the Security Agreement as a Guarantor (as defined therein), and has accordingly granted to the Secured Party a security interest in substantially all of the Debtor’s personal property.

Pursuant to the Security Agreement, the Secured Party has required the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Definitions.**

Terms defined in or pursuant to the Security Agreement and not otherwise defined herein shall have the meanings given them in or pursuant to the Security Agreement. In addition, the following terms have the meanings set forth below:

“**Patent**” means any patent or application for patent.

“**Patent and Trademark Collateral**” means all right, title and interest of the Debtor in and to the following, in each case whether now owned or hereafter acquired or arising:

- (i) All Patents, including the Specified Patents.
- (ii) All Trademarks, including the Specified Trademarks
- (iii) All accounts and other rights to payment (including but not limited to payments of royalties) arising from or relating to any Patent or Trademark.

(iv) All rights to recover for all past, present, and future infringements, dilutions, pre-issuance recoveries and other violations of Patents and Trademarks.

(v) All present and future license agreements with respect to the Patents and Trademarks.

(vi) All proceeds of any and all of the foregoing.

“**Specified Patent**” means each of the Patents listed on Schedule A, together with all continuations, continuations-in-part, divisions, foreign counterparts, reissues, reexaminations, renewals and extensions thereof.

“**Specified Trademark**” means each of the Trademarks listed on Schedule B, together with all divisions, foreign counterparts, renewals and extensions thereof.

“**Trademark**” means any trademark, service mark, collective membership mark, and registration or application for registration of any trademark, service mark or collective membership mark, together with the goodwill associated therewith.

2. **Grant of Security Interest.**

In order to secure the Obligations, the Debtor hereby confirms and acknowledges that it has granted and created (and, to the extent not previously granted under the Security Agreement, does hereby irrevocably grant and create) a security interest in the Patent and Trademark Collateral.

3. **Representations, Warranties and Agreements.**

The Debtor represents, warrants and agrees as follows:

(a) Existence; Authority. The Debtor is a corporation duly organized, validly existing and in good standing under the laws of its state of organization, and this Agreement has been duly and validly authorized by all necessary action on the part of the Debtor.

(b) Patents. Exhibit A accurately lists all Patents owned or controlled by the Debtor as of the date hereof, or to which the Debtor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, the Debtor owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then the Debtor shall within 30 days provide written notice to the Secured Party with a replacement Exhibit A, which upon acceptance by the Secured Party shall become part of this Agreement.

(c) Trademarks. Exhibit B accurately lists all Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (*i.e.*, Trademarks for which there are no applications or registrations) which are not material to the Debtor’s business. If after the date hereof, the Debtor owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to the Debtor’s business), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Debtor shall within

30 days provide written notice to the Secured Party with a replacement Exhibit B, which upon acceptance by the Secured Party shall become part of this Agreement.

(d) Title. The Debtor has marketable title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens.

(e) No Sale. Except as permitted in the Credit Agreement, the Debtor will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, to the extent material to Debtor's business, without the Secured Party's prior written consent.

(f) Defense. The Debtor will, at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(g) Maintenance. The Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business, including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark which is material to Debtor's business, nor fail to file any required affidavit or renewal in support thereof, without first providing the Secured Party: (i) sufficient written notice, of at least 30 days, to allow the Secured Party to timely pay (if the Secured Party elects to so pay in its sole discretion) any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(h) Secured Party's Right to Take Action. If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten calendar days (or, in the case of the agreements contained in subsection (g), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon a Patent or Trademark which is material to Debtor's business, the Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(i) Costs and Expenses. Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party on demand the amount of all moneys reasonably expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (h), together with interest thereon from the date expended or incurred by the Secured Party at the Default Rate.

(j) Power of Attorney. Solely for purposes of, and to facilitate the Secured Party's taking action under subsection (i) (but without limiting any other appointment contained in any other Loan Document), the Debtor hereby irrevocably appoints (which appointment is coupled with

an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3 to the extent the Debtor has failed to take such action, or, necessary for the Secured Party, after an Event of Default and until such Event of Default may be cured or waived in accordance with the Credit Agreement, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.

4. Debtor's Use of the Patents and Trademarks.

Except as expressly limited hereby, the Debtor may control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Waiver.

This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies.

6. Binding Effect.

This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party. The Debtor waives notice of the Secured Party's acceptance hereof.

7. Governing Law.

This Agreement shall be governed by the internal law of Minnesota.

8. Severability.

If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby.

9. Survival.

All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

10. Counterparts.

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts of this Agreement, taken together, shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by e-mail transmission of a PDF or similar copy shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart signature page to this Agreement by facsimile or by e-mail transmission shall also deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability or binding effect of this Agreement.

Signature page follows

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

SPECTRALYTICS, INC.

Address:

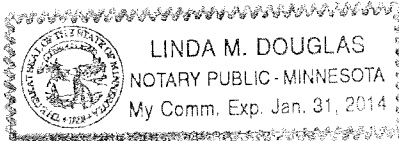
311 Lowell Ave
Elk River, MN 55330
Attention: Steven J. Ragaller
email: sragaller@cretek.com

By: [Signature]
Name: Steven J Ragaller
Title: Secretary

STATE OF MINNESOTA)
)
COUNTY OF Sherburne)

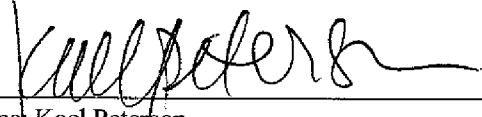
The foregoing instrument was acknowledged before me this 7th day of December, 2012, by Steven J. Ragaller, the Secretary of Spectralytics, Inc., a Minnesota corporation, on behalf of said company.

Linda M. Douglas
Notary Public



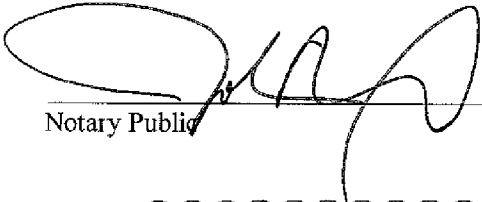
Address:
Wells Fargo Bank, National Association
MAC N9305-187
90 South Seventh Street
Minneapolis, Minnesota 55479
Attention: Kael Peterson
Facsimile: 612-667-4144
Email: Kael.Peterson@wellsfargo.com

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By: 
Name: Kael Peterson
Title: Vice President

STATE OF MINNESOTA)
)
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 10th day of December, 2012, by Kael Peterson, a Vice President of Wells Fargo Bank, National Association, a national banking association, on behalf of the association.



Notary Public

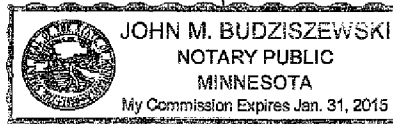


EXHIBIT A

UNITED STATES ISSUED PATENTS

PATENT	REGISTRATION NUMBER	REGISTRATION DATE
Method and Apparatus for Laser Welding	5324913	June 28, 1994
Method of Cutting Hollow Workpieces with a Laser	6114653	September 5, 2000

UNITED STATES PATENT APPLICATIONS

None

FOREIGN ISSUED PATENTS

None

FOREIGN PATENT APPLICATIONS

None

EXHIBIT B

**UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS**

REGISTRATIONS

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
SPECTRALYTICS service mark	2063392	May 20, 1997

APPLICATIONS

TRADEMARK	SERIAL NUMBER	FILING DATE	STATUS
None			

COLLECTIVE MEMBERSHIP MARKS

None

UNREGISTERED MARKS MATERIAL TO BUSINESS

None

**FOREIGN ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE MEMBERSHIP
MARKS**

None

APPLICATIONS

None