

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
M C Test Service, Inc.		09/30/2013	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	135 South LaSalle Street, 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4170635	MC ASSEMBLY	
CORRESPONDENCE DATA			
Fax Number:	2029068669		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202.906.8618		
Email:	ipmail@dykema.com		
Correspondent Name:	Eric T. Fingerhut		
Address Line 1:	1300 I St., NW, Suite 300 West		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	011485-0027		
NAME OF SUBMITTER:	Eric T. Fingerhut		
Signature:	/eric t. fingerhut/		
Date:	10/04/2013		

CH \$40.00 4170635

**Total Attachments: 8**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Security Agreement") is made as of this 30<sup>th</sup> day of September, 2013, by M C TEST SERVICE, INC., a Florida corporation ("Company"), MC ASSEMBLY LLC, a Delaware limited liability company ("Assembly"), MC ASSEMBLY INTERNATIONAL, LLC, a Delaware limited liability company ("International") and MC ASSEMBLY HOLDINGS, INC., a Delaware corporation ("Holdings", and together with Company, Assembly and International, collectively, "Obligors" and each an "Obligor") in favor of BANK OF AMERICA, N.A., a national banking association, successor by merger to LASALLE BUSINESS CREDIT, LLC, a Delaware limited liability company, as agent ("Agent") for itself and various other lenders (the "Lenders") with an office at 135 South LaSalle Street, 9<sup>th</sup> Floor, Chicago, Illinois 60603.

### W I T N E S S E T H

WHEREAS, Company, Assembly, Holdings, Agent and Lenders are parties to a certain Credit Agreement dated as of February 27, 2007, as amended from time to time (as amended, and as it may be further amended, restated, modified or supplemented and in effect from time to time, the "Credit Agreement") and other related loan documents (collectively, with the Credit Agreement, and as each may be amended restated, modified or supplemented and in effect from time to time, the "Financing Agreements"), which Financing Agreements provide (i) for Agent and Lenders to, from time to time, extend credit to or for the account of Company and Assembly (collectively, "Borrowers" and each a "Borrower"), and (ii) for the grant by each Obligor to Agent of a security interest in all of such Obligor's assets, including, without limitation, its trademarks and trademark applications;

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, each Obligor hereby agrees as follows:

1. Incorporation of Financing Agreements. The Financing Agreements 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 Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, each Obligor hereby grants, assigns, transfers and conveys to Agent, for the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in all of such Obligor's entire right, title and interest in, to and under all of its now owned or existing or hereafter acquired or arising, whether registered or unregistered, all common law, state and federal trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names, other source or business identifiers, designs and general intangibles, prints and labels on which any of the foregoing have appeared or appear, together with all licenses therefor, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified

statement of use is filed with respect to such applications) in connection therewith, and all extensions or renewals thereof, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and any and all variations thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the “**Trademarks**”); all rights corresponding to any of the foregoing throughout the world and the goodwill of such Obligor’s business connected with the use of and symbolized by the Trademarks; all general intangibles (as defined in the Uniform Commercial Code) and all intangible intellectual or other similar property of such Obligor of any kind or nature, whether now owed or hereafter acquired or developed, associated with or arising out of any Trademarks and not otherwise described above; and all products and proceeds of any of the foregoing.

3. Warranties and Representations. Each Obligor warrants and represents to Agent that:

(i) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been canceled, in whole or in part and each registered Trademark is presently subsisting;

(ii) such Obligor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each registered or material non-registered Trademark, free and clear of any liens, charges and encumbrances, other than liens, charges and encumbrances arising under the Financing Agreements, including without limitation, shop rights and covenants by such Obligor not to sue third persons;

(iii) such Obligor has received no notice of any suits or actions commenced or threatened with reference to any registered Trademark or any material non-registered Trademark; and

(iv) such Obligor has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Each Obligor agrees that until the Obligations shall have been satisfied in full and the Financing Agreements shall have been terminated, such Obligor shall not, without the prior written consent of Agent, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Agent under this Security Agreement.

5. New Trademarks. Each Obligor represents and warrants that, based on a diligent investigation by such Obligor, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and state and federal applications for registration of Trademarks (other than “intent to use” applications until a verified statement of use is filed with respect to

such applications) now owned by such Obligor. If, before the Obligations shall have been satisfied in full or before the Financing Agreements have been terminated, any Obligor shall (i) become aware of any existing Trademarks of such Obligor which such Obligor has not previously informed Agent, or (ii) become entitled to the benefit of any Trademarks of any Obligor, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and such Obligor shall give to Agent prompt written notice thereof, but in any event not less frequently than on a quarterly basis. Each Obligor hereby authorizes Agent to modify this Security Agreement by amending Schedule A to include any such Trademarks.

6. Royalties; Term. The term of this Security Agreement shall extend until the payment in full of the Obligations and the termination of the Financing Agreements. Each Obligor agrees that upon the occurrence and during the continuance of an Event of Default, the use by Agent of all Trademarks shall be without any liability for royalties or other related charges from Agent or any Lender to any Obligor.

7. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full of the Obligations and termination of the Financing Agreements, Agent shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements.

8. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Obligors. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees, costs and legal expenses, incurred by Agent in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Obligors and until paid shall constitute Obligations.

9. Duties of Obligors. Obligors shall have the duty (i) to the extent desirable in the normal conduct of their business, to file and prosecute diligently any trademark applications pending as of the date hereof or hereafter until the Obligations shall have been paid in full and the Financing Agreements have been terminated, (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable and (iii) to ensure that the Trademarks are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with the Obligations under this Section 9 shall be borne by Obligors.

10. Agent's Right to Sue. After the occurrence and during the continuance of an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Agent shall commence any such suit, each Obligor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement, and each Obligor shall promptly, upon demand, reimburse and indemnify Agent for all costs and expenses incurred by Agent in the exercise of its rights under this Section 10.

11. Waivers. No course of dealing between any Obligor and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege

hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

13. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

14. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Agent's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Obligor hereby authorizes Agent upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as such Obligor's true and lawful attorney-in-fact, with power to (i) endorse such Obligor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Agent deems to be in the best interest of Agent, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been paid in full and the Financing Agreements have been terminated. Each Obligor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

15. Binding Effect; Benefits. This Security Agreement shall be binding upon each Obligor and its respective successors and assigns, and shall inure to the benefit of Agent, its successors, nominees and assigns.

16. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

17. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

18. Further Assurances. Each Obligor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Agent shall reasonably

request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

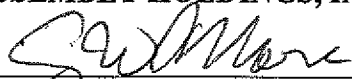
19. Survival of Representations. All representations and warranties of each Obligor contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

20. Consistency with Credit Agreement. To the extent any provision of this Security Agreement conflicts with the Credit Agreement, the provisions of the Credit Agreement shall control.

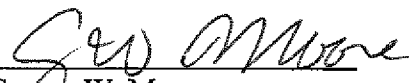
*[Remainder of page intentionally left blank; signature page follows]*

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

**MC ASSEMBLY HOLDINGS, INC.**


By:   
Name: George W. Moore  
Title: President

**M C TEST SERVICE, INC.**

By:   
Name: George W. Moore  
Title: President

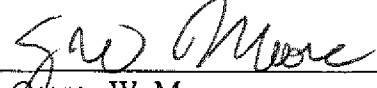
**MC ASSEMBLY LLC**

By: M C TEST SERVICE, INC.  
Its: Manager and Sole Member

By:   
Name: George W. Moore  
Title: President

**MC ASSEMBLY INTERNATIONAL, LLC**


By: M C TEST SERVICE, INC.  
Its: Sole Member

By:   
Name: George W. Moore  
Title: President



Agreed and Accepted  
As of the Date First Written Above

**BANK OF AMERICA, N.A.,**  
as successor by merger to LaSalle Business Credit, LLC,  
as Agent

By: 

Name: Susan M. Davis

Title: Vice President

**SCHEDULE A**

**TRADEMARK REGISTRATIONS**

<u>Trademark Description</u>	<u>Registration Number</u>	<u>Serial Number</u>	<u>Application Date</u>	<u>Registration Date</u>
MC ASSEMBLY	4170635	85415231	September 6, 2011	July 10, 2012
MC ASSEMBLY	112-681 (Alabama Trade Name)		July 22, 2011	August 22, 2011

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