

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM314221

<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>
ELECTROCRAFT, INC.		06/30/2014	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SEACOAST CAPITAL PARTNERS III, LP		
<b>Street Address:</b>	55 FERNCROFT ROAD		
<b>City:</b>	DANVERS		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01923		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1618466	AUTOMOTION	
<b>Registration Number:</b>	2551502	EAD	
<b>Registration Number:</b>	2752092	ELECTROCRAFT	
<b>Registration Number:</b>	3914958	ELECTROCRAFT	
<b>Registration Number:</b>	4198693	ELECTROCRAFT	
<b>Registration Number:</b>	1572910	ELECTRO-CRAFT	
<b>Registration Number:</b>	4135760	ELECTROCRAFT AXIALPOWER	
<b>Registration Number:</b>	4154320	ELECTROCRAFT COMPLETEPOWER	
<b>Registration Number:</b>	3914957	ELECTROCRAFT COMPLETEPOWER	
<b>Registration Number:</b>	4154321	ELECTROCRAFT DIRECTPOWER	
<b>Registration Number:</b>	4154322	ELECTROCRAFT MOBILEPOWER	
<b>Registration Number:</b>	4154323	ELECTROCRAFT RAPIDPOWER	
<b>Registration Number:</b>	4135761	ELECTROCRAFT SOLIDPOWER	
<b>Registration Number:</b>	4154324	ELECTROCRAFT TORQUEPOWER	
<b>Registration Number:</b>	4222095	POWERING INNOVATION	
<b>Registration Number:</b>	3914956	POWERING INNOVATION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2024576315		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
<b>TRADEMARK</b>			

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*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Email:** IPDOCKETING@SQUIREPB.COM  
**Correspondent Name:** SQUIRE PATTON BOGGS LLP  
**Address Line 1:** 2550 M STREET NW  
**Address Line 4:** WASHINGTON, D.C. 20037

<b>ATTORNEY DOCKET NUMBER:</b>	009091.0192
<b>NAME OF SUBMITTER:</b>	Matthew J. Laskoski
<b>SIGNATURE:</b>	/Matthew J. Laskoski/
<b>DATE SIGNED:</b>	08/15/2014

**Total Attachments: 24**  
source=Electrocraft\_SeacoastSI#page1.tif  
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THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (AS AMENDED, REPLACED, SUPPLEMENTED, RESTATED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "SUBORDINATION AGREEMENT") DATED AS OF JUNE 30, 2014 AMONG ELECTROCRAFT, INC., A DELAWARE CORPORATION, ELECTROCRAFT ARKANSAS, INC., A DELAWARE CORPORATION, ELECTROCRAFT MICHIGAN, INC., A DELAWARE CORPORATION, ELECTROCRAFT NEW HAMPSHIRE, INC., A DELAWARE CORPORATION, ELECTROCRAFT OHIO, INC., A DELAWARE CORPORATION, AND HANSEN CORPORATION, AN INDIANA CORPORATION; SEACOAST CAPITAL PARTNERS III, L.P., A DELAWARE LIMITED PARTNERSHIP, INDIVIDUALLY AND AS AGENT FOR THE HOLDERS OF SUBORDINATED DEBT (AS THEREIN DEFINED); SUCH OTHER HOLDERS OF SUBORDINATED DEBT PERMITTED HEREUNDER, AND BANK OF AMERICA, N.A., INDIVIDUALLY AND AS AGENT FOR THE HOLDERS OF SENIOR DEBT (AS THEREIN DEFINED), TO THE INDEBTEDNESS (INCLUDING INTEREST AND OTHER CHARGES) AND OTHER OBLIGATIONS OWED BY THE BORROWERS PURSUANT TO THAT CERTAIN LOAN AND SECURITY AGREEMENT DATED AS OF JUNE 30, 2014, AMONG THE BORROWERS AND BANK OF AMERICA, N.A., AND CERTAIN OTHER AGREEMENTS DESCRIBED THEREIN, AS SUCH LOAN AND SECURITY AGREEMENT HAS BEEN AND HEREAFTER MAY BE AMENDED, REPLACED, SUPPLEMENTED, RESTATED OR OTHERWISE MODIFIED FROM TIME TO TIME, AND TO INDEBTEDNESS REFINANCING THE INDEBTEDNESS UNDER THAT AGREEMENT AS CONTEMPLATED BY THE SUBORDINATION AGREEMENT; AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of June 30, 2014, by and among (a) **ELECTROCRAFT, INC.**, a corporation organized under the laws of the State of Delaware (the "Borrower Agent"), (b) each of the Persons listed on Schedule I hereto (each such Person, together with the Borrower Agent, individually, as a "Grantor" and, collectively with any other Obligor now or hereafter party hereto, as the "Grantors"), and (c) **SEACOAST CAPITAL PARTNERS III, L.P.**, as Purchaser (in such capacity, the "Purchaser") for its own benefit and the benefit of the other Secured Parties (as defined in the Purchase Agreement referred to below), in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, reference is made to that certain Note and Equity Purchase Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "Purchase Agreement"), by and among the Grantors and the

Purchaser, pursuant to which the Purchaser has agreed to purchase Notes from the Grantors, upon the terms and subject to the conditions specified in the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, each of the Grantors, among others, has granted to the Purchaser (for its own benefit and the benefit of the other Secured Parties) a security interest in and to the Collateral (as defined in the Purchase Agreement), as security for the Obligations; and

WHEREAS, the obligation of the Purchaser to purchase Notes is conditioned upon, among other things, the execution and delivery by the Grantors of an agreement in the form hereof, pursuant to which each Grantor confirms its grant of security interest provided in the Purchase Agreement and further grants to the Purchaser (for its own benefit and the benefit of the other Secured Parties) a security interest in and to the IP Collateral (as defined herein).

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors and the Purchaser, on its own behalf and on behalf of the other Secured Parties (and each of their respective successors or assigns), hereby agree as follows:

#### SECTION 1. Definitions.

1.1 Generally. All references herein to the UCC shall mean the Uniform Commercial Code as in effect in the Commonwealth of Massachusetts or, when the laws of any other jurisdiction govern the perfection or enforcement of any Lien, the Uniform Commercial Code of such jurisdiction.

1.2 Definition of Certain Terms Used Herein. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement. In addition, as used herein, the following terms shall have the following meanings:

“Borrower Agent” shall have the meaning assigned to such term in the preamble of this Agreement.

“Copyrights” shall mean all copyrights and like protections in each work of authorship or derivative work thereof of any Grantor, whether registered or unregistered and whether published or unpublished, including, without limitation, the United States copyright registrations and copyright applications listed on **EXHIBIT A** annexed hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing.

“Copyright Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right under any Copyright, including, without limitation, the agreements listed on **EXHIBIT A** annexed hereto and made a part hereof.

“Copyright Office” shall mean the United States Copyright Office or any other federal governmental agency which may hereafter perform its functions.

“Grantor” and “Grantors” shall have the meaning assigned to such terms in the preamble of this Agreement.

“Intellectual Property” shall have the meaning assigned to such term in SECTION 3 of this Agreement.

“IP Collateral” shall have the meaning assigned to such term in SECTION 2 of this Agreement.

“Licenses” shall mean, collectively, the Copyright Licenses, Patent Licenses, Trademark Licenses, and any other license providing for the grant by or to any Grantor of any right under any Intellectual Property.

“Patents” shall mean all patents and applications for patents of any Grantor, and the inventions and improvements therein disclosed, and any and all divisions, revisions, reissues and continuations, continuations-in-part, extensions, and reexaminations of said patents including, without limitation, the United States patent registrations and patent applications listed on **EXHIBIT B** annexed hereto and made a part hereof.

“Patent Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right under any Patent, including, without limitation, the agreements listed on **EXHIBIT B** annexed hereto and made a part hereof.

“Purchase Agreement” shall have the meaning assigned to such term in the preliminary statement of this Agreement.

“Purchaser” shall have the meaning assigned to such term in the preamble of this Agreement.

“PTO” shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

“Trademarks” shall mean all trademarks, trade names, corporate names, company names, domain names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of any Grantor, whether registered or unregistered, including, without limitation, the United States trademark registrations and trademark applications listed on **EXHIBIT C** annexed hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing.

“Trademark Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right under any Trademark, including, without limitation, the agreements listed on **EXHIBIT C** annexed hereto and made a part hereof.

1.3 Rules of Interpretation. The rules of interpretation specified in Sections 1.2 through 1.4 of the Purchase Agreement shall be applicable to this Agreement.

SECTION 2. Grant of Security Interest. In furtherance and as confirmation of the security interest granted by the Grantors to the Purchaser (for the benefit of the Secured Parties) under the Purchase Agreement, and as further security for the prompt payment and performance of all Obligations, each of the Grantors hereby ratifies such security interest and grants to the Purchaser (for its own benefit and the benefit of the other Secured Parties) a continuing security interest in and Lien upon all of the present and future right, title and interest of such Grantor in and to the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all accessions to, substitutions for, and all replacements, products, and cash and non-cash proceeds of the following property, including proceeds of and unearned premiums with respect to insurance policies, and claims against any Person for loss, damage or destruction of any of the following property (collectively, the “IP Collateral”):

- (a) All Copyrights and Copyright Licenses;
- (b) All Patents and Patent Licenses;
- (c) All Trademarks and Trademark Licenses;
- (d) All other Licenses;
- (e) All renewals of any of the foregoing;
- (f) All trade secrets, know-how and other proprietary information; works of authorship and other copyright works (including copyrights for computer programs), and all tangible and intangible property embodying the foregoing; inventions (whether or not patentable) and all improvements thereto; industrial design applications and registered industrial designs; books, records, writings, computer tapes or disks, flow diagrams, specification sheets, computer software, source codes, object codes, executable code, data, databases, and other physical manifestations, embodiments or incorporations of any of the foregoing, and any Licenses in any of the foregoing, and all other Intellectual Property and proprietary rights;
- (g) All General Intangibles connected with the use of, or related to, any and all Intellectual Property (including, without limitation, all goodwill of each Grantor and its business, products and services appurtenant to, associated with, or symbolized by, any and all Intellectual Property and the use thereof);

(h) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements, misappropriations or dilutions thereof;

(i) The right to sue for past, present and future infringements, misappropriations, and dilutions of any of the foregoing; and

(j) All of the Grantors' rights corresponding to any of the foregoing throughout the world.

SECTION 3. Protection of Intellectual Property By Grantors. Except as set forth below in this SECTION 3, each of the Grantors shall undertake the following with respect to each of the items respectively described in Sections 2(a), (b), (c), (d), (e), (f) and (g) (collectively, the "Intellectual Property"):

(a) Pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property and with the processing and prosecution of the Intellectual Property and take all other steps reasonably necessary to maintain each registration of the Intellectual Property, except, in each case, to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(b) Take all actions reasonably necessary to prevent any of the Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way, except, in each case, to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(c) At the Grantors' sole cost, expense, and risk, pursue the processing and prosecution of each application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts, except, in each case, to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(d) At the Grantors' sole cost, expense, and risk, take any and all action which the Grantors reasonably deem necessary or desirable under the circumstances to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions, except, in each case, to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

SECTION 4. Grantors' Representations and Warranties. In addition to any representations and warranties contained in any of the other Loan Documents, each Grantor represents and warrants that:

(a) **EXHIBIT A** is a true, correct and complete list of all United States Copyrights owned by such Grantor and all Copyright Licenses to which such Grantor is a party as of the date hereof.

(b) **EXHIBIT B** is a true, correct and complete list of all United States Patents owned by such Grantor and all Patent Licenses to which such Grantor is a party as of the date hereof.

(c) **EXHIBIT C** is a true, correct and complete list of all United States Trademarks owned by such Grantor and all Trademark Licenses to which such Grantor is a party as of the date hereof.

(d) Except as set forth in **EXHIBITS A, B and C**, and except for licenses granted by any Grantor to another Grantor or a Subsidiary of a Grantor, none of the Intellectual Property owned by such Grantor is the subject of any licensing or franchise agreement pursuant to which such Grantor is the licensor or franchisor as of the date hereof.

(e) All IP Collateral owned by such Grantor is, and shall remain, free and clear of all Liens, encumbrances, or security interests in favor of any Person, other than Permitted Liens.

(f) Such Grantor owns, or is licensed to use, all Intellectual Property reasonably necessary for the conduct of its business as currently conducted. No claim has been asserted and is pending by any Person challenging or questioning the use by such Grantor of any of its Intellectual Property, or the validity or effectiveness of any of its Intellectual Property, that could reasonably be expected to have a Material Adverse Effect. Such Grantor considers that the use by such Grantor of the Intellectual Property does not infringe the rights of any Person in any material respect. No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or such Grantor's rights in, any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect.

(g) Such Grantor shall give the Purchaser prompt written notice, with reasonable detail, following the occurrence of any of the following:

(i) Such Grantor's obtaining rights to, and filing applications for registration of, any new Intellectual Property, or otherwise acquiring ownership of any registered Intellectual Property (other than the acquisition by such Grantor of the right to sell products containing the trademarks of others in the ordinary course of such Grantor's business).

(ii) Such Grantor's becoming entitled to the benefit of any registered Intellectual Property whether as licensee or licensor (other than commercially



available off the shelf computer programs, products or applications and such Grantor's right to sell products containing the trademarks of others in the ordinary course of such Grantor's business).

(iii) Such Grantor's entering into any new Licenses with respect to the Intellectual Property (other than commercially available off the shelf computer programs, products or applications and such Grantor's right to sell products containing the trademarks of others in the ordinary course of such Grantor's business).

(iv) Such Grantor's knowing, or having reason to know, that any application or registration relating to any Intellectual Property may, other than as provided in SECTION 3 above, become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the PTO, the Copyright Office or any court or tribunal) regarding such Grantor's ownership of, or the validity or enforceability of, any Intellectual Property or such Grantor's right to register the same or to own and maintain the same.

#### SECTION 5. Agreement Applies to Future Intellectual Property.

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in subsections (i), (ii), (iii), and (iv) of SECTION 4(g), above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement. Upon the acquisition by any Grantor of any additional Intellectual Property, such Grantor shall promptly deliver to the Purchaser an updated **EXHIBIT A, B, and/or C** (as applicable) to this Agreement and hereby authorizes the Purchaser to file, at such Grantor's expense, such updated Exhibit as set forth in SECTION 5(b).

(b) Each of the Grantors shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Purchaser may reasonably request to evidence the Purchaser's security interest in any Intellectual Property (including, without limitation, filings with the PTO, the Copyright Office or any similar office), and each of the Grantors hereby constitutes the Purchaser as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all such acts of such attorney being hereby ratified and confirmed; provided, however, that the Purchaser's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

SECTION 6. Grantors' Rights To Enforce Intellectual Property. Prior to the occurrence of an Event of Default, the Grantors shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property, including the right to seek injunctions and/or

money damages in an effort by the Grantors to protect the Intellectual Property against encroachment by third parties, provided, however, that:

(a) The Grantors provide the Purchaser with written notice of any Grantor's institution of any legal proceedings to enforce its rights in any Intellectual Property, the infringement of which could reasonably be expected to have a Material Adverse Effect.

(b) Any money damages awarded or received by the Grantors on account of such suit (or the threat of such suit) shall constitute IP Collateral.

(c) Upon the occurrence and during the continuance of any Event of Default, the Purchaser, by notice to the Grantors, may terminate or limit the Grantor's rights under this SECTION 6.

SECTION 7. Purchaser's Actions To Protect Intellectual Property. In the event of

(a) any Grantor's failure to observe or perform any of such Grantor's covenants, agreements or other obligations hereunder and such failure continues for ten (10) days after the earlier of such Grantor's knowledge of a breach of any such covenant, agreement or other obligation or such Grantor's receipt of notice from the Purchaser of any such breach; and/or

(b) the occurrence and continuance of any other Event of Default,

the Purchaser, acting in its own name or in that of any Grantor, may (but shall not be required to) act in any Grantor's place and stead and/or in the Purchaser's own right in connection therewith.

SECTION 8. Rights Upon Default. Upon the occurrence and during the continuance of an Event of Default, in addition to all other rights and remedies, the Purchaser may exercise all rights and remedies of a secured party under the UCC, with respect to the Intellectual Property, in addition to which the Purchaser may sell, license, assign, transfer, or otherwise dispose of the Intellectual Property, subject to those restrictions to which such Grantor is subject under applicable law and by contract. Any person may conclusively rely upon an affidavit of an officer of the Purchaser that an Event of Default has occurred and that the Purchaser is authorized to exercise such rights and remedies.

SECTION 9. Purchaser As Attorney-In-Fact.

(a) Each of the Grantors hereby irrevocably makes, constitutes and appoints the Purchaser (and all officers, employees or agents designated by the Purchaser) as and for such Grantor's true and lawful agent and attorney-in-fact, and in such capacity the Purchaser shall have the right, with power of substitution for each Grantor and in each

Grantor's name or otherwise, for the use and benefit of the Purchaser and the other Secured Parties:

(i) To supplement and amend from time to time **EXHIBITS A, B and C** of this Agreement to include any newly developed, applied for, registered, or acquired Intellectual Property of such Grantor and any intent-to-use Trademark applications for which a statement of use or an amendment to allege use has been filed and accepted by the PTO.

(ii) Following the occurrence and during the continuance of any Event of Default, to exercise any of the rights and powers referenced herein.

(iii) Following the occurrence and during the continuance of any Event of Default, to execute all such instruments, documents, and papers as the Purchaser reasonably determines to be necessary or desirable in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Intellectual Property, subject to those restrictions to which such Grantor is subject under applicable law and by contract.

(b) The power of attorney granted herein, being coupled with an interest, shall be irrevocable until this Agreement is terminated in writing by a duly authorized officer of the Purchaser.

(c) The Purchaser shall not be obligated to do any of the acts or to exercise any of the powers authorized by SECTION 9(a), but if the Purchaser elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to any Grantor for any act or omission to act, except where a court of competent jurisdiction determines by final and non-appealable judgment that the subject act or omission to act has resulted from the gross negligence or willful misconduct of the Purchaser.

SECTION 10. Purchaser's Rights. Any use by the Purchaser of the Intellectual Property, as authorized hereunder in connection with the exercise of the Purchaser's rights and remedies under this Agreement and the Purchase Agreement shall be coextensive with the Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

SECTION 11. Intent. This Agreement is being executed and delivered by the Grantors for the purpose of registering and confirming the grant of the security interest of the Purchaser in the IP Collateral with the PTO and the Copyright Office. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of, the security interest granted to the Purchaser, for its own benefit and the benefit of the other Secured Parties, under the Purchase Agreement. All provisions of the Purchase Agreement (including, without limitation, the rights, remedies, powers, privileges and discretions of the Purchaser

thereunder) shall apply to the IP Collateral. In the event of a conflict between this Agreement and the Purchase Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the terms of the Purchase Agreement shall control with respect to all other Collateral.

SECTION 12. Further Assurances. Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further documents, financing statements, agreements and instruments and take all such further actions as the Purchaser may from time to time reasonably request to better assure, preserve, protect and perfect the security interest in the IP Collateral granted pursuant to this Agreement and the rights and remedies created hereby or the validity or priority of such security interest, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the security interest and the filing of any financing statements or other documents in connection herewith or therewith.

SECTION 13. Termination; Release of IP Collateral. Except for those provisions which expressly survive the termination thereof, and subject to the terms of the Purchase Agreement, this Agreement and the security interest granted herein and therein shall terminate when there has occurred a Full Payment of the Obligations, at which time the Purchaser shall execute and deliver to the Grantors, at the Grantors' expense, all UCC termination statements, releases and similar documents that the Grantors shall reasonably request to evidence such termination; provided, however, that (i) the Purchaser shall not be required to execute any such document on terms which, in its reasonable opinion, would, under applicable law, expose the Purchaser to liability or entail any adverse consequence other than the release of such Liens without recourse or warranty, and (ii) the Purchase Agreement, this Agreement, and the security interest granted herein shall be reinstated if at any time payment, or any part thereof, of any Obligation is rescinded or must otherwise be restored by any Secured Party upon the bankruptcy or reorganization of any Grantor. Any execution and delivery of termination statements, releases or other documents pursuant to this SECTION 13 shall be without recourse to, or warranty by, the Purchaser or any other Secured Party.

SECTION 14. Choice of Laws. THIS AGREEMENT AND ALL CLAIMS SHALL BE GOVERNED BY THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES.

SECTION 15. Counterparts; Execution. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall become effective when the Purchaser has received counterparts bearing the signatures of all parties hereto. Delivery of a signature page of this Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of such agreement. Any electronic signature, contract formation on an electronic platform and electronic record-keeping shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to

the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any similar state law based on the Uniform Electronic Transactions Act.

SECTION 16. Acknowledgement of Intercreditor Agreement.

(a) Grantors and Purchaser, by its acceptance of a Note or Warrant (whether upon original issue or upon transfer or assignment) acknowledges and agrees, notwithstanding anything to the contrary contained in any of the Loan Documents, that the payment of any and all of the Obligations thereunder and hereunder shall be subordinate and subject in right and time of payment to the Senior Debt, to the extent and in the manner set forth in the Intercreditor Agreement.

(b) Nothing contained in this SECTION 16 (i) is intended to or shall impair, as between the Obligors of any or all of the Obligations, on the one hand, and the holders of the Obligations, on the other hand, the obligations of the Obligors, which are absolute and unconditional, to pay to the holders of the Obligations all of the Obligations as and when the same shall become due and payable in accordance with their terms, or (ii) is intended to or shall affect the relative rights of the holders of the Obligations, on the one hand, and the creditors of the Obligors and such guarantors other than the holders of Senior Debt, on the other hand.

**[SIGNATURE PAGES FOLLOW]**


IN WITNESS WHEREOF, the Grantors and the Purchaser have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

**GRANTORS:**

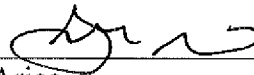
**ELECTROCRAFT, INC.**

By:   
Name: John Arico  
Title: Vice President - Finance and Administration

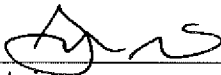
**ELECTROCRAFT ARKANSAS, INC.**

By:   
Name: John Arico  
Title: Vice President - Finance and Administration

**ELECTROCRAFT MICHIGAN, INC.**

By:   
Name: John Arico  
Title: Vice President - Finance and Administration

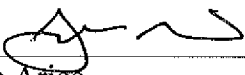
**ELECTROCRAFT NEW HAMPSHIRE, INC.**

By:   
Name: John Arico  
Title: Vice President - Finance and Administration

**ELECTROCRAFT OHIO, INC.**

By:   
Name: John Arico  
Title: Vice President - Finance and Administration

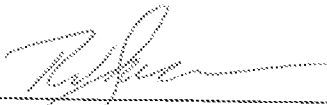
**HANSEN CORPORATION**

By:   
Name: John Arico  
Title: Vice President - Finance and Administration

**PURCHASER:**

**SEACOAST CAPITAL PARTNERS III, L.P.**

By: Seacoast III Advisors, LLC  
its general partner

By:   
Name: Thomas W. Gorman  
Title: Member

**SCHEDULE I**

**Grantors other than the Borrower Agent**

ElectroCraft Arkansas, Inc.  
ElectroCraft Ohio, Inc.  
ElectroCraft Michigan, Inc.  
ElectroCraft New Hampshire, Inc.  
Hansen Corporation

Schedule I to Intellectual Property Security Agreement

009091.0192\4817-0990-8507.

**TRADEMARK**  
**REEL: 005345 FRAME: 0433**



EXHIBIT A  
List of Copyrights and Copyright Licenses

**Copyright Registrations**

**None**

**Copyright Licenses**

**None**

## EXHIBIT B

### List of Patents and Patent Licenses

#### Patent Registrations

<b>Grantor</b>	<b>Title</b>	<b>Serial No.</b>	<b>Application/ Patent No.</b>	<b>Application/ Registration Date</b>
Hansen Corporation	Method of Manufacturing Using a Die to Produce a Machined Part (Progressive Die Tool Method and Apparatus)	App: 11/149676	Reg: 7739780	Registered US: 6/22/10
Hansen Corporation	Method and Device for an Actuator Motor Including a Fan Brake Device	App: 11/484787	Reg: 8322683	Registered US: 12/4/12
Hansen Corporation	Air Actuated Friction Brake	App: 11/637467	Reg: 7745966	Registered US: 6/29/10
Hansen Corporation	Progressive Die Tool Method and Apparatus (based on US application above). Progressive Die Tool Method and Apparatus (based on US application above).	App: 200680020357	Reg: ZL200680020357.X	Registered China: 1/26/11
Hansen Corporation	Progressive Die Tool Method and Apparatus (based on US application above). Progressive Die Tool Method and Apparatus (based on US application above).	App: 102006001387.4	Reg: 112006001387	Registered Germany: 4/8/10

Exhibits to Intellectual Property Security Agreement

009091.0192\4817-0990-8507.

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**Patent Licenses**

None

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## EXHIBIT C

### List of Trademarks and Trademark Licenses

#### **Trademark Registrations**

<b>Jurisdiction</b>	<b>Reg. No.</b>	<b>Mark</b>	<b>Goods/Services</b>	<b>Owner</b>	<b>Expiration Date</b>
United States	1,618,466	AUTOMOTION (with design)	DC motor controls and dc motors and controls sold as a unit for use with industrial machinery	ElectroCraft, Inc.	10/23/2020
United States	2,551,502	EAD	Class 7: Electric motors for machines; electric motors for machines and electric controls for the motors, sold as a unit Class 9: Electric controls for motors	ElectroCraft, Inc.	3/26/2022
United States	2,752,092	ELECTROCRAFT	Class 7: Electric motors for machines, namely, AC and DC motors, DC gear motors, brushless DC motors, machine transaxle drives, gearboxes and integrated motor drives Class 9: Electric circuits for the control and regulation of electric motors for machines	ElectroCraft, Inc.	8/19/2023
United States	3,914,958	ELECTROCRAFT	Software used to set up motors, motor drives, servo drives, and position controls; diagnostic and troubleshooting software for motors, motor drives, servo drives, and position controls	ElectroCraft, Inc.	AOU 2/1/17

Jurisdiction	Reg. No.	Mark	Goods/Services	Owner	Expiration Date
United States	4,198,693	ELECTROCRAFT	Class 7: AC motors; DC motors; brushless motors; servo motors; motor generators; AC gear motors; DC gear motors; machine transaxle drives; gearboxes, other than for land vehicles; Brushless gear motors; stepping motors; linear actuators; integrated motor drives, other than for land vehicles Class 9: Electric circuits for the control and regulation of electric motors; electric controls for electric motors; motor speed controls; servo drives, namely, electronic servo motor controls; amplifiers for electric motors; position controls for electric motors; electric motor speed sensors; stepping controls for electric motors; stepping drives, namely, electronic stepper motor controls Class 12: DC motors; brushless motors; DC gear motors; machine transaxle drives; gearboxes; brushless gear motors; integrated motor drives, for land vehicles; stepping motors, for land vehicles	ElectroCraft, Inc.	AOU 8/28/18
United States	4,198,693	ELECTROCRAFT (2)	Class 37: Repair services rendered to others, namely, repair of electric motors, gear motors, servo motors, servo drives, position controls for electric motors, stepper drives, stepper controls, linear actuators, machine transaxle drives, integrated motor drives, gearboxes, motor generators, motor speed controls, electric motor speed sensors, electric circuits for the control and regulation of electric motors, electric controls for electric motors, amplifiers for electric motors Class 40: Custom manufacture of the following for third parties: AC motors, DC motors, brushless motors, machine transaxle drives, gearboxes, servo motors, AC gear motors, DC gear motors, brushless gear motors, stepping motors, linear actuators, integrated motor drives, motor generators, motor speed controls, servo drives, stepping drives, electric circuits for	ElectroCraft, Inc.	

Exhibits to Intellectual Property Security Agreement

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Jurisdiction	Reg. No.	Mark	Goods/Services	Owner	Expiration Date
			the control and regulation of electric motors, electric controls for electric motors, amplifiers for electric motors, position controls for electric motors, stepping controls for electric motors, electric motor speed sensors		
United States	1,572,910	ELECTRO-CRAFT	Electrical controllers for servo motors, amplifiers for electric motor drive signals, electric motor position sensors and electric motor speed sensor	ElectroCraft, Inc.	12/26/2019
United States	4,135,760	ELECTROCRAFT AXIALPOWER	Linear actuators	ElectroCraft, Inc.	AOU 5/1/18
United States	4,154,320	ELECTROCRAFT COMPLETEPOWER	Class 7: Integrated motor drives, other than for land vehicles Class 9: Electric circuits for the control and regulation of electric motors; electric controls for electric motors; motor speed controls; servo drives, namely, electronic servo motor controls; amplifiers for electric motors; position controls for electric motors; electric motor speed sensors; stepping controls for electric motors; stepping drives, namely, electronic stepper motor controls Class 12: Integrated motor drives, for land vehicles	ElectroCraft, Inc.	AOU 6/15/8
United States	3,914,957	ELECTROCRAFT COMPLETEPOWER	Software used to set up motors, motor drives, servo drives, and position controls; diagnostic and troubleshooting software for motors, motor drives, servo drives, and position controls	ElectroCraft, Inc.	AOU 2/1/17
United States	4,154,321	ELECTROCRAFT DIRECTPOWER	Class 7: DC motors, DC gear motors, DC motor generators, DC servo motors, other than for land vehicles Class 12: DC motors, DC gear motors, for land vehicles	ElectroCraft, Inc.	AOU 6/5/18

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**TRADEMARK**  
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<b>Jurisdiction</b>	<b>Reg. No.</b>	<b>Mark</b>	<b>Goods/Services</b>	<b>Owner</b>	<b>Expiration Date</b>
United States	4,154,322	ELECTROCRAFT MOBILEPOWER	Class 7: Machine transaxle drives, gearboxes, other than for land vehicles Class 12: Machine transaxle drives, gearboxes, for land vehicles	ElectroCraft, Inc.	AOU 6/5/18
United States	4,154,323	ELECTROCRAFT RAPIDPOWER	Class 7: Brushless motors, brushless gear motors, brushless servo motors, integrated brushless motor drives, other than for land vehicles Class 12: Brushless motors, brushless gear motors, integrated brushless motor drives, for land vehicles	ElectroCraft, Inc.	AOU 6/5/18
United States	4,135,761	ELECTROCRAFT SOLIDPOWER	AC motors, AC gear motors, other than for land vehicles	ElectroCraft, Inc.	AOU 5/1/18
United States	4,154,324	ELECTROCRAFT TORQUEPOWER	Class 7: Stepping motors, other than for land vehicles Class 12: Stepping motors, for land vehicles	ElectroCraft, Inc.	6/5/2018

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**TRADEMARK**  
**REEL: 005345 FRAME: 0440**

<b>Jurisdiction</b>	<b>Reg. No.</b>	<b>Mark</b>	<b>Goods/Services</b>	<b>Owner</b>	<b>Expiration Date</b>
United States	4,222,095	POWERING INNOVATION	Class 7: AC motors, DC motors, brushless motors, servo motors, motor generators, AC gear motors, DC gear motors, machine transaxle drives, gearboxes, brushless gear motors, stepping motors, integrated motor drives, all other than for land vehicles; linear actuators Class 9: Electric circuits for the control and regulation of electric motors; electric controls for electric motors; motor speed controls; servo drives, namely, electronic servo motor controls; amplifiers for electric motors; position controls for electric motors; electric motor speed sensors; stepping controls for electric motors; stepping drives, namely, electronic stepper motor controls Class 37: Repair services rendered to others, namely, repair of electric motors, gear motors, servo motors, servo drives, position controls for electric motors, stepper drives, stepper controls, linear actuators, machine transaxle drives, integrated motor drives, gearboxes, motor generators, motor speed controls, electric motor speed sensors, electric circuits for the control and regulation of electric motors, electric controls for electric motors, amplifiers for electric motors	ElectroCraft, Inc.	AOU 10/9/18

Exhibits to Intellectual Property Security Agreement

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**TRADEMARK**  
**REEL: 005345 FRAME: 0441**



Jurisdiction	Reg. No.	Mark	Goods/Services	Owner	Expiration Date
United States	4,222,095	POWERING INNOVATION (2)	Class 40: Custom manufacture of the following for third parties: AC motors, DC motors, brushless motors, machine transaxle drives, gearboxes, servo motors, AC gear motors, DC gear motors, brushless gear motors, stepping motors, linear actuators, integrated motor drives, motor generators, motor speed controls, servo drives, stepping drives, electric circuits for the control and regulation of electric motors, electric controls for electric motors, amplifiers for electric motors, position controls for electric motors, stepping controls for electric motors, electric motor speed sensors Class 12: DC motors, brushless motors, DC gear motors, machine transaxle drives, gearboxes, brushless gear motors, integrated motor drives, stepping motors, all for land vehicles	ElectroCraft, Inc.	
United States	3,914,956	POWERING INNOVATION	Software used to set up motors, motor drives, servo drives, and position controls; diagnostic and troubleshooting software for motors, motor drives, servo drives, and position controls	ElectroCraft, Inc.	AOU 2/1/17
WIPO	884303	Automotion	Class 7: Electric and electronic controls for electric engines (except those for land vehicles). Class 35: Business management, business administration Class 42: Industrial research, industrial analysis services, software design.	ElectroCraft, Inc.	2/28/2016
Delaware	103,065	Eastern Air Devices	<b>TRADENAME</b> - Motor Manufacturer	ElectroCraft Ohio, Inc.	9/18/2016
New Hampshire	328,814	EADmotors	<b>TRADENAME</b> - Manufacturer of electric motors	ElectroCraft New Hampshire, Inc.	11/19/2014
Ohio	1,639,348	ELECTROCRAFT	<b>TRADENAME</b>	ElectroCraft Ohio, Inc.	8/3/2016

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**TRADEMARK**  
**REEL: 005345 FRAME: 0442**

<b>Jurisdiction</b>	<b>Reg. No.</b>	<b>Mark</b>	<b>Goods/Services</b>	<b>Owner</b>	<b>Expiration Date</b>
Ohio	1,639,347	ELECTROCRAFT ENGINEERED SOLUTIONS	<b>TRADENAME</b>	ElectroCraft Ohio, Inc.	8/3/2016

### **Trademark Licenses**

ElectroCraft licenses use of its trademarks to certain of its affiliates.

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