

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318074

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
C&M Technologies Group, Inc.		09/24/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Advantage Capital Connecticut Partners I, Limited Partnership		
Street Address:	45 Nod Road		
City:	Avon		
State/Country:	CONNECTICUT		
Postal Code:	06001		
Entity Type:	CORPORATION: CONNECTICUT		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2480503	C&M DURALON	
Registration Number:	2474148	DURALON	
Registration Number:	2518086	QUAD CLEAR	
Serial Number:	75660573	C&M MEGAFLEX	
Serial Number:	75397510	SPIRALINK	
CORRESPONDENCE DATA			
Fax Number:	8602515312		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(860) 251-5933		
Email:	trademarks@goodwin.com		
Correspondent Name:	Sharon M. Breault		
Address Line 1:	Shipman & Goodwin, 1 Constitution Plaza		
Address Line 4:	Hartford, CONNECTICUT 06103		
ATTORNEY DOCKET NUMBER:	31015-13		
NAME OF SUBMITTER:	Sharon M. Breault		
SIGNATURE:	/Sharon M. Breault/		
DATE SIGNED:	09/25/2014		
Total Attachments: 11			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of September 24, 2014, is entered into by and between **C&M TECHNOLOGIES GROUP, INC.**, a Delaware corporation (the "Grantor") and **ADVANTAGE CAPITAL CONNECTICUT PARTNERS I, LIMITED PARTNERSHIP**, as collateral agent for the benefit of the Purchasers (hereinafter, together with its successors and assigns, including any successor collateral agent for the Purchasers, the "Collateral Agent").

Statement of Facts

A. Pursuant to the Senior Subordinated Note Purchase and Security Agreement, dated as of the date hereof, by and among the Grantor, Watermill-C&M Holdings, Inc., the sole shareholder of the Grantor ("Holdings"), the several lenders from time to time party to the Purchase Agreement as Purchasers thereunder, and the Collateral Agent (as amended, amended and restated, modified, supplemented or restated and in effect from time to time, the "Purchase Agreement"), the Purchasers have agreed to purchase certain Notes issued by the Grantor.

B. In order to induce the Purchasers to purchase the Notes upon the terms and subject to the conditions contained in the Purchase Agreement, the Grantor has agreed to grant to the Collateral Agent, for the benefit of the Purchasers, a continuing security interest in and Lien upon all Intellectual Property, as defined hereafter, of the Grantor in order to secure all of the Obligations.

C. Upon the terms contained in the Purchase Agreement, the Grantor has agreed to execute and deliver to the Collateral Agent, for the benefit of the Purchasers, this Agreement, which is supplemental to the Purchase Agreement and shall constitute an Other Document.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby absolutely, unconditionally and irrevocably agrees with the Collateral Agent as follows:

1. **Definitions.** All capitalized terms used (including in the Preamble and the Statement of Facts) but not otherwise defined herein shall have the meanings given to them in the Purchase Agreement, and the following terms shall have (unless otherwise provided elsewhere in this Agreement) the following respective meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

(a) "Intellectual Property" shall mean all of the rights, title and interests of the Grantor in, to and under all of the following, whether presently existing or at any time or from time to time hereafter created, arising or acquired:

(i) all of its Marks, including all of its trademarks and all trademark licenses to which it is a party, including, without limitation, all of those referred to in Schedule I hereto;

(ii) all of its Patents and all Patent licenses to which it is a party, including, without limitation, all of those referred to in Schedule II hereto;

(iii) all of its Copyrights and all Copyright licenses to which it is a party, including, without limitation, all of those referred to in Schedule III hereto;

(iv) all goodwill of the businesses of the Grantor connected with the use of, or otherwise symbolized by, each Mark (including each trademark and trademark license), Patent, Patent license, Copyright and Copyright License;

(v) all Trade Secret Rights, all Works, Imprints, Manuscripts, URLs and all other Intellectual Property; and

(vi) all income, products and proceeds of each of the foregoing, including, without limitation, all claims by the Grantor against third parties for past, present or future (A) infringement or dilution of any Mark, including any trademark or trademark licensed under any trademark license, (B) injury to any goodwill associated with any Mark, including any trademark or any trademark licensed under any trademark license, (C) infringement of any Patent or any Patent licensed under any Patent license, (D) injury to any goodwill associated with any Patent or any Patent licensed under any Patent license, (E) infringement of any Copyright or any Copyright licensed under any Copyright license, (F) injury to any goodwill associated with any Copyright or any Copyright licensed under any Copyright license, or (G) violation of any Trade Secret Rights or any other Intellectual Property.

(b) **"Purchase Agreement"** shall have the meaning given to such term in the Statement of Facts above.

(c) **"UCC"** shall mean the Uniform Commercial Code, as enacted and in effect from time to time in the State of Connecticut.

All other terms contained in this Agreement shall, unless the context shall indicate otherwise, have the meanings provided for by the UCC, to the extent that such other terms are used or defined therein. References to the Purchase Agreement include any amendment, amendment and restatement, modification, supplement, restatement, replacement or refinancing (in whole or in part) thereof, whether by way of increase or reduction to any of the commitments or the principal amount of any Note, addition or elimination of any loans thereunder, extension of any term, addition or deletion of any party thereto, or otherwise.

2. **Grant of Security Interest.** To secure the prompt and complete payment and performance of all and each of the Obligations, as and when the same shall become due and payable, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due and payable but for the operation of the automatic stay under the Bankruptcy Code), the Grantor hereby grants to the Collateral Agent, for the benefit of the Purchasers, a continuing security interest in and Lien upon all of the rights, title and interests of the Grantor to, in and under all of the Intellectual Property.

3. **Representations and Warranties: Covenants.** The Grantor represents and warrants to the Collateral Agent that, as of the Closing Date, the Grantor does not have any ownership interest in, or title to, any registered Mark, Mark application, Patent, Patent application, registered Copyright or Copyright application, except as set forth in Schedule I, Schedule II and Schedule III hereto. This Agreement is effective to create a valid and continuing security interest in and Lien upon, and, upon the recording hereof with the United States Patent and Trademark Office and the United States Copyright Office (and Collateral Agent is hereby empowered and authorized to so record this Agreement with the United States Patent and Trademark Office and the United States Copyright Office), and the filing of appropriate financing statements in the State of organization of the Grantor, a perfected Lien in favor of the Collateral Agent on, the Grantor's Marks, Patents, and Copyrights. The Grantor hereby covenants and agrees that promptly upon the acquisition by, registration of, issuance to or filing by Grantor of any new registered Mark, Mark application, Patent, Patent application, registered Copyright or Copyright application, Grantor shall promptly deliver written notice of such event to Collateral Agent, which such notice shall include an amended and restated Schedule I, Schedule II and Schedule III (as applicable). All such newly acquired, registered, issued and/or filed Intellectual Property shall automatically become part of the Intellectual Property hereunder, and Collateral Agent shall be empowered and authorized to record a further copy of this Agreement together with such amended and restated Schedule I, Schedule II and Schedule III (as applicable) with the United States Patent and Trademark Office and/or United States Copyright Office without further consent of or signatures from Grantor, and there shall be no need to re-execute, amend or restate this Agreement in connection therewith.

4. **Purchase Agreement.** The security interest and Lien granted by the Grantor to the Collateral Agent pursuant to this Agreement are granted in conjunction with, and as a supplement to, the security interests and Liens granted by the Grantor to the Collateral Agent pursuant to the Purchase Agreement and the Other Documents, and are not intended in any way to limit such security interests and Liens under the Purchase Agreement and the Other Documents. The rights and remedies of Collateral Agent under this Agreement, the Purchase Agreement, the Other Documents and under Applicable Law (including the UCC) with respect to the Intellectual Property shall be cumulative and not alternative, and the exercise of any such rights or remedies shall not preclude the exercise of any other such rights or remedies, all of which may be exercised independently, in such order and from time to time, all as Collateral Agent may elect in its discretion.

5. **Additional Grantors.** Additional Subsidiaries of the Grantor (“**Additional Grantors**”) may from time to time hereafter become parties to and bound by this Agreement by executing a counterpart hereof, or (alternatively) by executing a supplement to this Agreement or a joinder agreement, (in each case) in form and substance reasonably satisfactory to the Collateral Agent, and there shall be no need to re-execute, amend or restate this Agreement in connection therewith. Upon such execution and delivery of this Agreement by any Additional Grantor, such Additional Grantor shall be deemed to have granted the security interest and Lien in its Intellectual Property and to have made the representations and warranties set forth in this Agreement, and shall be bound by all of the terms, covenants and conditions hereof to the same extent as if such Additional Grantor had executed this Agreement as of the date hereof, and the Collateral Agent shall be entitled to all of the benefits of such Additional Grantor’s Obligations hereunder.

6. **Reinstatement.** This Agreement shall remain in full force and effect and continue to be effective in the event that any petition shall be filed by or against the Grantor for liquidation or reorganization, should the Grantor become insolvent or make an assignment for the benefit of any creditor or creditors, should a receiver or trustee be appointed for all or any significant part of the Grantor’s assets or should any other event or circumstance of the types described in Section 9.7, 9.8 or 9.9 of the Purchase Agreement occur with respect to the Grantor, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to Applicable Law, rescinded or reduced in amount, or must otherwise be restored or returned, whether as a “voidable preference,” “fraudulent conveyance,” or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and shall be deemed reduced only by such amount paid in cash and not so rescinded, reduced, restored or returned.

7. **Notices.** Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties hereto by any other party hereto, or whenever any of the parties hereto desires to give and serve upon any other party hereto any communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the notice provisions of the Purchase Agreement.

8. **Termination; Release.** Notwithstanding any contrary term contained in Section 6 hereof, this Agreement shall terminate upon indefeasible payment in full in cash of all of the Obligations and termination of the Purchase Agreement and any and all commitments of any Purchaser to make loans or otherwise extend credit to Grantor thereunder. Upon any termination of the Lien created hereunder in accordance with the foregoing sentence, the Collateral Agent shall, at the sole cost and expense of the Grantor, promptly execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence the termination of the Lien created hereby.

9. **Power of Attorney.** Without limiting the generality of any power of attorney granted to Collateral Agent under the Purchase Agreement or any Other Document, the Grantor hereby authorizes Collateral Agent, its successors and assigns (including any successor collateral agent for Purchasers), and any officer, employee, attorney or agent thereof, as the Grantor's true and lawful attorney-in-fact, with the power (i) to execute and endorse on behalf of and in the name of Grantor any supplement to this Agreement or other security agreement or similar document or instrument which Collateral Agent may deem necessary or desirable in order to create, protect, perfect or enforce the security interest in the Intellectual Property of Grantor provided for herein and (ii) after the occurrence and during the continuance of an Event of Default, to execute and endorse on behalf of and in the name of the Grantor any assignment, bill of sale, license or similar document or instrument which Collateral Agent may deem necessary or desirable in order for Collateral Agent to assign, sell, transfer title in, license or otherwise dispose of any of the Intellectual Property of the Grantor, and in each case under clauses (i) or (ii) to file with the United States Patent and Trademark Office in the name of and on behalf of the Grantor any such supplements, agreement, document, instrument, assignment or bill of sale executed by Collateral Agent, its successors and assigns (including any successor collateral agent for Purchasers), and any officer, employee, attorney or agent thereof under this power of attorney. The Grantor hereby unconditionally ratifies all that any person authorized under this power of attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof and of the Purchase Agreement. This power of attorney is coupled with an interest and is and shall be irrevocable.

10. **Choice of Law And Venue; Jury Trial Waiver.** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CONNECTICUT. EACH OF THE COLLATERAL AGENT AND THE GRANTOR ACKNOWLEDGES THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH OF THEM, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL OF THEIR CHOICE, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY RELATED INSTRUMENT OR FINANCING DOCUMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY OF THE OTHER DOCUMENTS OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTION OF ANY OF THEM. EACH OF THE PARTIES HERETO HEREBY AGREES TO BE BOUND BY THE PROVISIONS SET FORTH IN SECTION 13.9 OR SECTION 13.10 OF THE PURCHASE AGREEMENT, WHICH PROVISIONS ARE HEREBY INCORPORATED HEREIN BY REFERENCE WITH THE SAME FULL FORCE AND EFFECT AS IF SET FORTH HEREIN IN FULL.

11. **Expenses.** In the event that the Grantor shall fail to comply with the provisions of this Agreement or any Other Document, such that the value of any Intellectual Property or the validity, perfection, rank or value of any Lien created

hereunder is thereby materially diminished or potentially materially diminished or put at risk, the Collateral Agent may, but shall not be required to, effect such compliance on behalf of the Grantor, and the Grantor shall reimburse the Purchasers for all of the reasonable costs and expenses thereof on demand by the Collateral Agent.

12. **Delivery by Facsimile or Electronic Mail.** Delivery of the signature pages to this Agreement by facsimile or electronic mail shall be as effective as delivery of manually executed counterparts of this Agreement.

13. **Intercreditor Agreement.** Notwithstanding anything to the contrary contained in this Agreement, the Liens, security interests and rights granted pursuant to this Agreement shall be as set forth in, and subject to the terms and conditions of (and the exercise of any right or remedy by the Collateral Agent hereunder or thereunder shall be subject to the terms and conditions of), the Intercreditor Agreement. In the event of any conflict between this Agreement or the Intercreditor Agreement, as and between the Collateral Agent and the Purchasers, on the one hand, and the Senior Agent and the lenders under the Senior Loan Documentation, on the other hand, the Intercreditor Agreement shall control. Without limiting the generality of the foregoing, and notwithstanding anything herein to the contrary, all rights and remedies of the Collateral Agent (and the Purchasers) shall be subject to the terms of the Intercreditor Agreement, and, until the payment in full of the Senior Indebtedness (as defined in the Intercreditor Agreement), any obligation of Grantor hereunder with respect to the delivery or control of any Intellectual Property, shall be deemed to be satisfied if Grantor complies with the requirements of the similar provision of the applicable document or agreement under the Senior Loan Documentation. Until the payment in full of the Senior Indebtedness, the delivery of any Intellectual Property to the Senior Agent pursuant to the Senior Loan Documentation shall satisfy any delivery requirement hereunder.

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IN WITNESS WHEREOF, the Grantor has caused this AGREEMENT to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

GRANTOR:

C&M TECHNOLOGIES GROUP, INC.

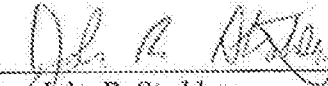
By: Lawrence Mucherino
Name: Lawrence Mucherino
Title: Treasurer

[Signature Page to Intellectual Property Security Agreement]

COLLATERAL AGENT:

**ADVANTAGE CAPITAL CONNECTICUT
PARTNERS I, LIMITED PARTNERSHIP,**
as Collateral Agent

**By: Ironwood Capital Connecticut I, LLC, its
Attorney-in-fact**

By: 
Name: John R. Strahley
Title: Member

Schedule I

Trademarks: Trademark Licenses

<u>Title:</u>	<u>Filing Date:</u>	<u>App. No.:</u>	<u>Issue Date:</u>	<u>Reg. No.:</u>	<u>Country:</u>
C&M DURALON	3/15/99	75/660,571	08/21/01	2,480,503	USA
DURALON	3/15/99	75/660,574	7/31/01	[2,474,148]	USA
QUAD CLEAR	5/3/99	75/696,094	12/11/01	2,518,086	USA
C&M Megaflex		Expired			
SPIRALINK		Expired			

Schedule II

Patents; Patent Licenses

<u>Title:</u>	<u>Patent No.:</u>	<u>Issue Date:</u>	<u>Country:</u>
Retractable Multiconductor Coil Cord (this patent has expired)	5,763,836	06/09/98	USA
Method for Producing an Electrical Bond Between Conductors and Electrical Connector Contacts	6,064,026	05/16/00	USA
Method and Apparatus for Producing an Electrical Bond Between Conductors and Electrical Connector Contacts	6,137,075	10/24/00	USA

Schedule III

Copyrights; Copyright Licenses

None.