

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM348585

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SYPRIS ELECTRONICS, LLC		07/02/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	MERITOR HEAVY VEHICLE SYSTEMS, LLC		
Street Address:	2135 WEST MAPLE ROAD		
City:	TROY,		
State/Country:	MICHIGAN		
Postal Code:	48084		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3960039	CYBER RESILIENCY	
CORRESPONDENCE DATA			
Fax Number:	2125415369		
<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:	2124085113		
Email:	trademarks@chadbourn.com		
Correspondent Name:	Galina Kirman, Esq.		
Address Line 1:	1301 Avenue of the Americas - 25TH FL		
Address Line 2:	CHADBOURNE & PARKE LLP		
Address Line 4:	NEW YORK, NEW YORK 10112		
ATTORNEY DOCKET NUMBER:	14177.066		
NAME OF SUBMITTER:	Galina Kirman		
SIGNATURE:	/Galina Kirman/		
DATE SIGNED:	07/20/2015		
Total Attachments: 10			
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THIS INSTRUMENT, AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY, ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AGREEMENT DATED JULY 2, 2015 BETWEEN PNC BANK, NATIONAL ASSOCIATION, AS AGENT, AND MERITOR HEAVY VEHICLE SYSTEMS, LLC, AND CONSENTED TO BY THE BORROWERS DEFINED THEREIN.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of July 2, 2015, is made by **SYPRIS ELECTRONICS, LLC**, a Delaware limited liability company (the “Debtor”), in favor of **MERITOR HEAVY VEHICLE SYSTEMS, LLC**, as the Lender (as defined below) (in such capacity, together with its successors, the “Secured Party”).

RECITALS

A. The Debtor, the other Borrowers party thereto, and the Secured Party are parties to that certain Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) and that certain related Promissory Note of even date herewith made by the Debtor and other Makers named therein, payable to the order of the Lender in the face principal amount of Three Million Forty-Six Thousand Eight Hundred and Seven Dollars and Sixty-One Cents (\$3,046,807.61) (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Note”), which evidences indebtedness owing the Lender, and pursuant to which the Debtor has granted to the Secured Party security interests in (among other things) all or substantially all of the General Intangibles of the Debtor.

B. Pursuant to the Security Agreement and/or the Note, the Debtor has agreed to execute and deliver this Agreement to the Secured Party for filing with the PTO and with any other relevant recording systems in any domestic jurisdiction, and as further evidence of and to effectuate the Secured Party’s security interests in the Trademarks and other General Intangibles described herein.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Debtor hereby agrees in favor of the Secured Party as follows:

1. Definitions; Interpretation.

(a) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

“Event of Default” means any Event of Default under the Security Agreement or the Note.

“Lender” means the lender identified in the Note (together with their respective successors and permitted assigns).

“PTO” means the United States Patent and Trademark Office.

“Secured Party” has the meaning set forth in the introductory paragraph of this Agreement.

“Trademark Collateral” has the meaning set forth in Section 2.

“Trademarks” has the meaning set forth in Section 2.

“UCC” means the Uniform Commercial Code as in effect from time to time in the State of New York.

“United States” and “U.S.” each mean the United States of America.

(b) Terms Defined in UCC. Where applicable and except as otherwise defined herein, capitalized terms used in this Agreement shall have the meanings ascribed to them in the UCC.

(c) Interpretation. In this Agreement, except to the extent the context otherwise requires:

(i) Any reference to a Section or a Schedule is a reference to a section hereof, or a schedule hereto, respectively, and any reference to a subsection or a clause is, unless otherwise stated, a reference to a subsection or a clause of the Section or subsection in which the reference appears.

(ii) The words “hereof,” “herein,” “hereto,” “hereunder” and the like mean and refer to this Agreement as a whole and not merely to the specific section, subsection, paragraph or clause in which the respective word appears.

(iii) The meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined.

(iv) The words “including” and “include” shall be deemed to be followed by the words “without limitation.”

(v) References to agreements and other contractual instruments shall be deemed to include all subsequent permitted amendments, restatements, supplements, refinancings, renewals, extensions, and other modifications thereto and thereof.

(vi) Any captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

(vii) Capitalized words not otherwise defined herein shall have the respective meanings assigned to them in the Note and/or the Security Agreement, as applicable.

(viii) In the event of a direct conflict between the terms and provisions of this Agreement and the Note and/or Security Agreement, it is the intention of the parties hereto that all such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of the Note and the Security Agreement shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of the Debtor and supplemental rights and remedies in favor of the Secured Party (whether under federal law or applicable state law), in each case in respect of the Trademark Collateral, shall not be deemed a conflict with the Note or Security Agreement.

2. Security Interest.

(a) Assignment and Grant of Security. In order to secure prompt payment of the Note and the other Secured Obligations in accordance with the terms and conditions of the Note, the Security Agreement and the other related documents and in order to secure prompt performance by the Borrowers of each of their respective covenants and duties under the Note, the Security Agreement and the other related documents, the Debtor hereby grants to the Secured Party a continuing security interest in all of the Debtor's right, title, and interest in and to the following property, whether currently existing or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(i) all common law, state and federal trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, Internet domain names, other source or business identifiers, designs and General Intangibles of like nature, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by the Debtor, and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the PTO, any State of the United States (but excluding each application to register any trademark, service mark, or other mark prior to the filing under applicable law of a verified and accepted Statement of Use (or the equivalent) for such trademark or service mark) and all extensions or renewals thereof, including without limitation any of the foregoing identified on Schedule A hereto and any and all variations thereof (as such schedule may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in the name of the Debtor or in the name of the Secured Party for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks");

(ii) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(iii) all General Intangibles (as defined in the UCC) and all intangible intellectual or other similar property of the Debtor of any kind or nature, whether now owned or hereafter acquired or developed, associated with or arising out of any of the Trademarks and not otherwise described above, including all the goodwill of the Debtor's business symbolized by the Trademarks or associated therewith; and

(iv) all products and proceeds of any and all of the foregoing.

(b) Continuing Security Interest. The Debtor hereby agrees that this Agreement shall create a continuing security interest in the Trademark Collateral which shall remain in effect until terminated in accordance with Section 12.

(c) Licenses. Anything in the Loan Instruments or this Agreement to the contrary notwithstanding, the Debtor may grant non-exclusive licenses of the Trademark Collateral (subject to the security interest of the Secured Party therein) in the ordinary course of business.

3. Further Assurances; Appointment of Secured Party as Attorney-in-Fact. The Debtor at its expense shall execute and deliver, or cause to be executed and delivered, to the Secured Party any and all documents and instruments, in form and substance reasonably satisfactory to the Secured Party, and take any and all action, which the Secured Party may reasonably request from time to time, to perfect and continue the perfection or to maintain the priority of, or provide notice of the security interest in, or maintain, preserve and protect the Trademark Collateral held by the Secured Party for the benefit of the Lenders and to accomplish the purposes of this Agreement. The Debtor hereby irrevocably constitutes and appoints the Secured Party (and any of the Secured Party's officers or employees or agents designated by the Secured Party) as the Debtor's true and lawful attorney-in-fact with full power and authority (i) during the continuance of any Event of Default to sign the name of the Debtor on all or any of such documents or instruments and perform all other acts that the Secured Party in the exercise of its sole discretion deems necessary or advisable in order to perfect or continue the perfection of, maintain the priority or enforceability of, or provide notice of the security interest in, the Trademark Collateral held by the Secured Party for the benefit of the Lenders, and (ii) during the continuance of any Event of Default, to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of the Debtor, which the Secured Party may deem reasonably necessary or advisable to perfect or continue the perfection of, maintain the priority or enforceability of, or provide notice of the security interest in, the Trademark Collateral held by the Secured Party or maintain, preserve and protect the Trademark Collateral and to accomplish the purposes of this Agreement, including (A) during the continuance of any Event of Default, to defend, settle, adjust or institute any action, suit or proceeding with respect to the Trademark Collateral, (B) during the continuance of any Event of Default, to assert or retain any rights under any license agreement for any of the Trademark Collateral, including any rights of the Debtor arising under Section 365(n) of the Bankruptcy

Code, and (C) after the occurrence of any Event of Default and the Obligations being payable in full, to execute any and all applications, documents, papers and instruments for the Secured Party to use the Trademark Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Trademark Collateral, and to assign, convey or otherwise transfer title in or dispose of the Trademark Collateral. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 12.

4. Representations and Warranties. The Debtor represents and warrants to the Secured Party as follows:

(a) No Other Trademarks. As of the date hereof, Schedule A sets forth a true and correct list of all material Trademarks that are registered, or for which any application for registration has been filed, with the PTO or any corresponding or similar trademark office of any other U.S. jurisdiction, and that are owned by Debtor and not subject to a prior Trademark Security Agreement in favor of Secured Party.

(b) Trademarks Subsisting. As of the date hereof, except as would not reasonably be expected to have a material adverse effect, each of the Trademarks listed on Schedule A is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, all maintenance fees required to be paid on account of any Trademarks have been timely paid for maintaining such Trademarks in force, and, to the best of the Debtor's knowledge, each of the Trademarks is valid and enforceable.

(c) Ownership of Trademark Collateral; No Violation. As of the date hereof, except as would not reasonably be expected to have a material adverse effect, (i) the Debtor has rights in and good title to its interests in the existing Trademark Collateral, (ii) with respect to the Trademark Collateral shown on Schedule A hereto as owned by it, the Debtor is the sole and exclusive owner thereof, free and clear of any liens (other than Permitted Encumbrances (as defined in the Credit Agreement)), and (iii) with respect to any Trademarks for which the Debtor is either a licensor or a licensee pursuant to a license or licensing agreement regarding such Trademark Collateral, each such license or licensing agreement is in full force and effect, the Debtor is not in material default of any of its obligations thereunder and, other than (A) the parties to such licenses or licensing agreements, or (B) in the case of any non-exclusive license or license agreement entered into by the Debtor or any such licensor regarding such Trademark, the parties to any other such nonexclusive licenses or license agreements entered into by the Debtor or any such licensor with any other Person, no other Person has any rights in or to any of the Trademark Collateral.

(d) No Infringement. As of the date hereof, to the Debtor's knowledge, except as would not reasonably be expected to have a material adverse effect, (i) no material infringement or unauthorized use presently is being made of any of the Trademark Collateral by any person, and (ii) the past, present and contemplated future use of the Trademark Collateral by the Debtor has not, and does not infringe upon or violate any right, privilege or license agreement of or with any other person.

(e) Powers. As of the date hereof, the Debtor has the right, power and authority to pledge and to grant to the Secured Party a security interest in all of the Trademark Collateral owned by it pursuant to this Agreement, and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other person (other than contents or approvals that have been obtained).

(f) No Violation. The execution, delivery and performance by the Debtor of this Agreement do not violate any provision of law or the articles of incorporation or by-laws or similar organizational documents of the Debtor or result in a breach of or constitute a material default under any contract, obligation, indenture or other instrument to which the Debtor is a party or by which the Debtor may be bound.

(g) Authorization. This Agreement has been duly authorized, executed and delivered, and constitutes, a legal, valid and binding agreement of the Debtor, enforceable in accordance with its terms, except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or limiting creditors' rights generally.

5. Compliance with Law. The Debtor covenants that so long as this Agreement shall be in effect, the Debtor shall comply, in all material respects, with all applicable statutory and regulatory requirements in connection with any and all of the Trademark Collateral and give notice of trademark claims, prosecute such material claims, and do all other acts and take all other measures which may be reasonably necessary or desirable to preserve, protect and maintain such Trademark Collateral and all of the Debtor's rights therein, including diligently prosecute any material trademark application pending as of the date of this Agreement or thereafter.

6. Future Rights. For so long as any of the Secured Obligations shall remain outstanding, or, if earlier, until the Secured Party shall have released or terminated, in whole but not in part, its interest in the Trademark Collateral, if and when the Debtor shall obtain rights to any new Trademarks, or any reissue, renewal or extension of any Trademarks, the provisions of Section 2 shall automatically apply thereto. The Debtor shall do all things reasonably requested by the Secured Party to ensure the validity, perfection, priority and enforceability of the security interests of the Secured Party in such future acquired Trademark Collateral. Secured Party may, during the continuance of an Event of Default, modify, amend or supplement the Schedules hereto and to re-execute this Agreement from time to time on the Debtor's behalf and as its attorney-in-fact to include any future Trademarks which are or become Trademark Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

7. Binding Effect. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Debtor and the Secured Party and their respective successors and permitted assigns.

8. Choice of Law and Venue; Jury Trial Waiver. **This Agreement will be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State of New York, without regard to conflicts of law principles. Debtor**

hereby agrees to the non-exclusive jurisdiction of any state or federal court located within the State of New York. Debtor waives any objection based on forum non conveniens and any objection to venue of any action instituted hereunder. Debtor and Secured Party each waive any right to trial by jury in any action or proceeding relating to this Agreement, any documents evidencing any of the Secured Obligations, or any transaction contemplated in any of such agreements.

9. Entire Agreement; Amendment. This Agreement, the Note and the Security Agreement, together with the Schedules hereto and thereto, contain the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts, agreements and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties as provided in the Security Agreement. Notwithstanding the foregoing, the Secured Party may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof.

10. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

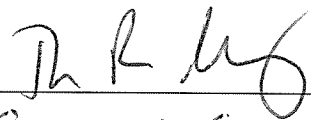
11. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

12. Termination. This Agreement shall remain in effect until all Secured Obligations have been paid in full.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Trademark Security Agreement as of the date first above written,

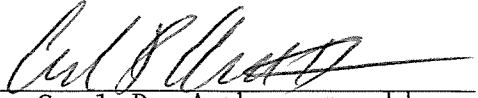
SYPRIS ELECTRONICS, LLC

By: 

Title: General Counsel

[Signature Page to Trademark Security Agreement]

MERITOR HEAVY VEHICLE SYSTEMS, LLC

By: 
Carl D. Anderson, II

Title: Vice President and Treasurer

[Signature Page to Trademark Security Agreement]

SCHEDULE A

Trademarks

Holder	Copyright, Trademark	Registration / Serial No.	Date of Registration / Filing	Country of Registration
Sypris Electronics, LLC	Trademark: "CYBER RESILIENCY"	Registration#: 3,960,039 Serial#: 77922111	Registration Date: 5/10/2011 Filing Date: 1/28/2010	U.S.A