

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM348767

<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>
LTS METROLOGY, LLC		05/04/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ENTERPRISE BANK & TRUST		
<b>Street Address:</b>	12695 Metcalf Avenue		
<b>Internal Address:</b>	Attn: Paul Tymosko		
<b>City:</b>	Overland Park		
<b>State/Country:</b>	KANSAS		
<b>Postal Code:</b>	66213		
<b>Entity Type:</b>	BANKING ASSOCIATION: KANSAS		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3430191	HYDROSCALE	
<b>Registration Number:</b>	3901721	LTS DIMENSION XYZ	
<b>Registration Number:</b>	3897988	MOBILE CUBE	
<b>Registration Number:</b>	3901720	STATIC CUBE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3142592020		
<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>			
<b>Phone:</b>	314-259-2000		
<b>Email:</b>	susan.murphy@bryancave.com		
<b>Correspondent Name:</b>	BRYAN CAVE LLP		
<b>Address Line 1:</b>	211 NORTH BROADWAY, SUITE 3600		
<b>Address Line 4:</b>	ST. LOUIS, MISSOURI 63102		
<b>ATTORNEY DOCKET NUMBER:</b>	0383207		
<b>NAME OF SUBMITTER:</b>	BETH HADEN		
<b>SIGNATURE:</b>	/Beth Haden/		
<b>DATE SIGNED:</b>	07/21/2015		

CH \$115.00 3430191

**Total Attachments: 7**

source=Security Interest#page1.tif

source=Security Interest#page2.tif

source=Security Interest#page3.tif

source=Security Interest#page4.tif

source=Security Interest#page5.tif

source=Security Interest#page6.tif

source=Security Interest#page7.tif

## GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, LTS Metrology, LLC, a Delaware limited liability company ("**Grantor**"), owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith, and the patents and patent applications, in each case set forth on Schedule A and Schedule B attached hereto; and

WHEREAS, ENTERPRISE BANK & TRUST (the "**Grantee**"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to Grantor's trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Loan Agreement, dated as of May 4, 2015, among the Grantor, the Grantee and certain other parties thereto (as amended from time to time, the "**Loan Agreement**") and the Security Agreement dated as of May 4, 2015, among the Grantor, the Grantee and certain other parties thereto (as amended from time to time, the "**Security Agreement**"); the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the "**Marks**") set forth on Schedule A attached hereto, (ii) the patents and patent applications (the "**Patents**") set forth on Schedule B attached hereto, in each case together with (iii) all proceeds of the Marks and/or Patents, (iv) all of the goodwill of the businesses with which the Marks and/or Patents are associated, and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks and/or Patents or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Loan Agreement) of the Grantor and shall be effective as of the date of the Loan Agreement.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

*[signature page to follow]*

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Loan Agreement.

**GRANTOR:**

LTS METROLOGY,  
a Delaware limited liability company

By: 

Name: John Mueller

Its: CEO

**GRANTEE:**

ENTERPRISE BANK & TRUST

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Loan Agreement.

**GRANTOR:**

LTS METROLOGY,  
a Delaware limited liability company

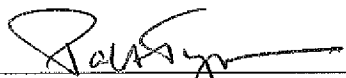
By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**GRANTEE:**

ENTERPRISE BANK & TRUST

By:  \_\_\_\_\_

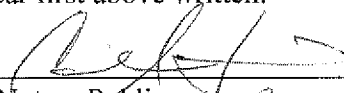
Name: PAUL A. JYMASKO

Its: SENIOR VICE PRESIDENT -  
DIRECTOR EVL LENDING (KC)

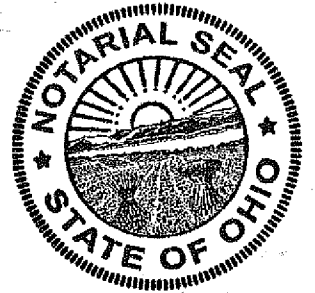
STATE OF Ohio )  
COUNTY OF Cuyahoga )

On this 1 day of May, 2015, before me personally came John Mueller, to me known, who, being by me duly sworn did depose and say that he is the CEO of LTS METROLOGY, LLC, a Delaware limited liability company, the company described in and which executed the foregoing instrument, and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

  
Notary Public Carrie Ana H. Jesse

My Commission Expires: never



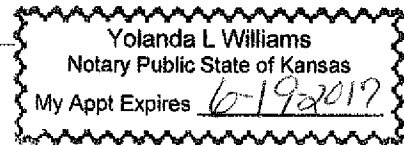
STATE OF Kansas )  
COUNTY OF Johnson )

On this 1<sup>st</sup> day of May, 2015, before me personally came Paul A. Tymosko, to me known, who, being by me duly sworn did depose and say that he is a ~~Senior Vice President~~ of ENTERPRISE BANK & TRUST, the company described in and which executed the foregoing instrument and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Yolanda L. Williams  
Notary Public

My Commission Expires: 6-19-2019



**Schedule A - Trademarks**

<b>Jurisdiction</b>	<b>Trademark</b>	<b>Registration #</b>	<b>Issue Date</b>	<b>Owner*</b>
United States	HYDROSCALE	3,430,191	5/20/08	LTS Scale Company, LLC
Australia	LTS DIMENSION XYZ	1352784	7/23/10	LTS Scale Company, LLC
Canada	LTS DIMENSION XYZ	811,748	11/15/11	LTS Scale Company, LLC
European Union	LTS DIMENSION XYZ	008984502	9/20/10	LTS Scale Company, LLC
United States	LTS DIMENSION XYZ	3,901,721	1/4/11	LTS Scale Company, LLC
Australia	MOBILE CUBE	1352788	7/23/10	LTS Scale Company, LLC
Canada	MOBILE CUBE	839,866	1/11/13	LTS Scale Company, LLC
European Union	MOBILE CUBE	008984569	9/20/10	LTS Scale Company, LLC
United States	MOBILE CUBE	3,897,988	12/28/10	LTS Scale Company, LLC
Australia	STATIC CUBE	1352787	7/23/10	LTS Scale Company, LLC
Canada	STATIC CUBE	839,867	1/11/13	LTS Scale Company, LLC
European Union	STATIC CUBE	008984577	9/20/10	LTS Scale Company, LLC
United States	STATIC CUBE	3,901,720	1/4/11	LTS Scale Company, LLC

\*Owner will assign its interests in these trademarks to LTS Metrology, LLC in connection with the Asset Purchase Agreement between Borrower and LTS Scale Company, LLC dated on or about the date hereof.



**Schedule B – Patents and Patent Applications**

1. Issued Patents.

Description	File Date	Serial No.	Issue Date	Patent No.	Country
Dimensional Detection System and Associated Method	5/21/10	12/784,622	3/13/12	8,134,717	United States
Dimensional Detection System and Associated Method (Div)	12/13/11	13/324,149	7/24/12	8,228,510	United States
Weighing Apparatus and Roll-Off Truck, and Associated Method	9/13/11	13/230,951	5/6/14	8,716,609	United States

2. Patent Applications.

Description	File Date	Serial No.	Status	Country
Activity Reporting System	4/30/12	13/459,997	Pending; at final rejection	United States
Dimensional Detection System and Associated Method	5/20/11	2800211	Pending; examination not yet requested	Canada
Dimensional Detection System and Associated Method	5/20/11	11784294.8	Pending	European
Material Handling Device and Weighing Apparatus Usable Therewith (mechanical portion of in-motion weighing)	10/1/14	14/503,862	Pending	United States
Material Handling Device and Weighing Apparatus Usable Therewith (mechanical portion of in-motion weighing)	10/1/14	PCT/US2014 / 058581	Pending	PCT
Detection System Usable in Forklift Apparatus	11/12/13	14/077,667	Pending, at final rejection	United States
Stationary Dimensional System	8/28/14	62/042,912	Pending	United States
Dimensioning System Employing Fluorescent Bar Code Fiducial and Optical Bandpass Filter	9/12/14	62/049,482	Pending	United States
In-Motion Weighing System (Electronic Component)	2/19/15	14/626,151	Pending	United States
In-Motion Weighing System (Electronic Component)	2/19/15	PCT/US15/ 16538	Pending	PCT