TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM359252

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hammertek Corporation		09/29/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Santander Bank, N.A.
Street Address:	601 Penn Street
City:	Reading
State/Country:	PENNSYLVANIA
Postal Code:	19601
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	74310378	HAMMERTEK
Serial Number:	75752962	SMART ELBOW
Serial Number:	73527702	VORTICE ELL

CORRESPONDENCE DATA

Fax Number: 7172914660

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.

Phone: 717-299-5201
Email: ipdocket@barley.com
Correspondent Name: Scott F. Landis
Address Line 1: 126 East King Street
Address Line 4: Lancaster, PENNSYLVANIA 17602

ATTORNEY DOCKET NUMBER:	800662-213
NAME OF SUBMITTER:	Scott F. Landis
SIGNATURE:	/scott f. landis/
DATE SIGNED:	10/20/2015

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("**Trademark Security Agreement**"), dated September 29, 2015, effective as of September 29, 2015, is made by HAMMERTEK CORPORATION, a Delaware corporation (the "**Grantor**") in favor of SANTANDER BANK, N.A., maintaining offices at 601 Penn Street, Reading, Berks County, Pennsylvania 19601 (the "**Secured Party**").

BACKGROUND

A. Grantor has entered into a Loan and Security Agreement dated as of the date hereof (the "**Loan Agreement**"), with the Secured Party.

B. As a condition precedent to the making of loans by the Security Party under the Loan Agreement, the Grantor has executed and delivered to the Secured Party that certain Security Agreement dated as of the date hereof (the "**Security Agreement**").

C. Under the terms of the Security Agreement, the Grantor has granted to the Secured Party, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees with the Secured Party as follows:

1. Grant of Security. The Grantor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title and interest of the Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "**Trademark Collateral**"):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "**Trademarks**"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under

applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. The Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Secured Party.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the Trademark Collateral are as provided by the Loan Agreement, the Security Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions

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contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Pennsylvania, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction).

[Signature Page Follows]

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IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

HAMMERTEK CORPORATION

By: _____
Name:
Title:
Address for Notices: 2400 Emrick Blvd., Bethlehem, PA 18020

AGREED TO AND ACCEPTED BY:

SANTANDER BANK, N.A.

By: Steven M. Weidman
Name: Steven M. Weidman
Title: Senior Vice President
Address for Notices: 601 Penn Street, Reading, PA 19601

[Signature Page to Trademark Security Agreement]

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SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

MARK	REGISTRATION NO.	REGISTRATION DATE
HAMMERTEK	74310378 (U.S.)	07/06/1993
SMART ELBOW	75752962	10/31/2000
VORTICE ELL	73527702	01/06/1987