

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367036

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cimtek America Inc.		12/23/2015	CORPORATION: ONTARIO
RECEIVING PARTY DATA			
Name:	The PrivateBank and Trust Company		
Street Address:	50 South Sixth Street, Suite 1400		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	State Banking Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4337879	CIMTEK	
Registration Number:	2221179	CIMTEST	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312.577.8034		
Email:	oscar.ruiz@kattenlaw.com		
Correspondent Name:	Oscar Ruiz c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	387456-00001		
NAME OF SUBMITTER:	Oscar Ruiz		
SIGNATURE:	/Oscar Ruiz/		
DATE SIGNED:	12/28/2015		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 23, 2015, is made by CIMTEK INC., an Ontario corporation (the "Grantor"), in favor of THE PRIVATEBANK AND TRUST COMPANY, an Illinois state banking corporation, ("PrivateBank"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the benefit of itself and for the benefit of the Lenders (as defined in the Credit Agreement referred to below).

WITNESSETH:

The Lenders have severally agreed to extend credit to Circuit Check, Inc., a Minnesota corporation ("CCI"), Circuit Check Acquisition, Inc., a Delaware corporation ("CCA") and the Grantor, pursuant to the Credit Agreement of even date herewith by and among Agent, the Lenders, CCI, CCA and the Grantor.

The Grantor has, pursuant to the Canadian Guarantee and Collateral Agreement of even date herewith executed by, among other parties, the Grantor in favor of the Agent (the "Collateral Agreement"), granted the Agent a security interest in the Grantor's assets to secure the Secured Obligations (as defined in the Collateral Agreement) including, among other things, all of the Grantor's Trademarks;

Pursuant to the Collateral Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement; and

Terms used herein with their initial letter capitalized shall have the meaning given to such terms in the Collateral Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Grantor thereunder, the Grantor hereby agrees with the Agent as follows:

1. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Lenders, and grants to the Agent for the benefit of the Lenders a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):
 - (a) all of its Trademarks and all related Trademark Licenses providing for the grant by the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
 - (b) all renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties and proceeds at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

2. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Collateral Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
3. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and related Trademark Licenses subject to a security interest hereunder.
4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

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

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[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

CIMTEK INC.


By: 

Name: Gregory Michalko
Its: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

**THE PRIVATEBANK AND TRUST
COMPANY, as Agent**

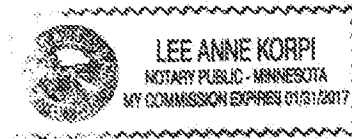
By 
Leanne Manning
Its Managing Director

ACKNOWLEDGMENT OF GRANTOR

Province of Minnesota)
City of Hennepin) ss.

On this ____ day of December, 2015 before me personally appeared Gregory Michalko, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Cimtek Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Lee Anne Korpi
Notary Public



[Trademark Security Agreement – Acknowledgement of Grantor]

TRADEMARK
REEL: 005696 FRAME: 0357

SCHEDULE I
TO TRADEMARK SECURITY AGREEMENT

Mark	Registration No.	Jurisdiction	Listed Owner	Status
CIMTEK	4,337,879	U.S. Federal	Cimtek Automation Systems Inc. ¹	Registered
CIMTEST	2,221,179	U.S. Federal	Cimtek Automation Systems Inc. ²	Registered

¹ Now Cimtek Inc. (changed name Feb. 10, 2004 pursuant to Articles of Amendment filed in Ontario)

² Now Cimtek Inc. (changed name Feb. 10, 2004 pursuant to Articles of Amendment filed in Ontario)