

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM367093

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bayview Capital Partners II LP		12/23/2015	LIMITED PARTNERSHIP: DELAWARE
Tonka Bay Co-Investment Partners LLC		12/23/2015	LIMITED LIABILITY COMPANY: MINNESOTA
Granite Equity Associates LLC		12/23/2015	LIMITED LIABILITY COMPANY: DELAWARE
Granite Equity LLC		12/23/2015	LIMITED LIABILITY COMPANY: DELAWARE
Thomas Adamson		12/23/2015	INDIVIDUAL:
Greg Michalko		12/23/2015	INDIVIDUAL:

## RECEIVING PARTY DATA

<b>Name:</b>	Circuit Check, Inc.
<b>Street Address:</b>	6550 Wedgwood Road
<b>City:</b>	Maple Grove
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55311
<b>Entity Type:</b>	CORPORATION: MINNESOTA

## PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
<b>Registration Number:</b>	3690679	QUICKPLATE
<b>Registration Number:</b>	3424418	CIRCUIT CHECK
<b>Registration Number:</b>	3442629	CCI
<b>Registration Number:</b>	2669214	CIRCUIT CHECK

## CORRESPONDENCE DATA

Fax Number: 3129021061

*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: 3125778034

Email: oscar.ruiz@kattenlaw.com

Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

TRADEMARK

<b>Address Line 4:</b>	Chicago, ILLINOIS 60661
<b>ATTORNEY DOCKET NUMBER:</b>	387456-00001
<b>NAME OF SUBMITTER:</b>	Oscar Ruiz
<b>SIGNATURE:</b>	/Oscar Ruiz/
<b>DATE SIGNED:</b>	12/28/2015
<b>Total Attachments: 8</b> source=Release of Liens and Security Interests#page1.tif source=Release of Liens and Security Interests#page2.tif source=Release of Liens and Security Interests#page3.tif source=Release of Liens and Security Interests#page4.tif source=Release of Liens and Security Interests#page5.tif source=Release of Liens and Security Interests#page6.tif source=Release of Liens and Security Interests#page7.tif source=Release of Liens and Security Interests#page8.tif	

## RELEASE OF LIENS AND SECURITY INTERESTS

This Release of Liens and Security Interests ("Agreement") is entered into and dated effective as of December 23, 2015, by and between Bayview Capital Partners II LP, a Delaware limited partnership ("Bayview"), Tonka Bay Co-Investment Partners LLC, a Minnesota limited liability ("Tonka Bay"), Granite Equity Associates LLC, a Delaware limited liability company ("Granite Equity Associates"), Granite Equity LLC, a Delaware limited liability company ("Granite Equity"), Thomas Adamson, Greg Michalko and Circuit Check, Inc., a Minnesota corporation ("Grantor"). Bayview, Tonka Bay, Granite Equity Associates, Granite Equity, Thomas Adamson, and Greg Michalko are each referred to in this Agreement as a "Lender."

### INTRODUCTION

A. Grantor is the owner of the patents listed on the attached Schedule 1, which is incorporated herein (collectively the "Patents"), and is also the owner of the trademark registrations listed on the attached Schedule 2 (collectively the "Trademarks").

B. Lenders and Grantor are parties to a certain Patent and Trademark Security Agreement dated January 29, 2007, as amended ("Security Agreement), pursuant to which Grantor granted to Lenders a security interest in and to all of the present and future right, title and interest in the Patents and Trademarks to secure the payment and performance of obligations. Granite Equity and Granite Equity Associates are successors in interest to Granite Equity Limited Partnership, a Minnesota limited partnership, a party to the Security Agreement. By entering into this Agreement, Granite Equity and Granite Equity Associates release any security interests of Granite Equity Limited Partnership.

C. Grantor has satisfied all of its obligations under then Security Agreement, and the parties now desire to release all security interests, including without limitation, any security interest in the Patents and Trademarks in favor of Lenders granted pursuant to the Security Agreement, in each case in accordance with the terms and conditions set forth herein.

### AGREEMENT

For and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Release of Security Interest. Lenders do hereby RELEASE AND RELINQUISH, WITHOUT RECOURSE REPRESENTATION OR WARRANTY OF ANY KIND unto Grantor, its successors and assigns, all security interests, charges and encumbrances granted by Grantor in favor of Lenders pursuant to the Security Agreement in the Patents and the Trademarks (collectively, the "Released Intellectual Property").

2. Further Cooperation. Lenders shall, at the Grantor's expense, upon reasonable request of Grantor, execute and deliver to Grantor, or register, or arrange to have registered by its agent, all such other and further terminations and releases under the Uniform Commercial Code or the laws of the United States or other countries related to patents or discharges of security interests in respect of intellectual property or other instruments, including without limitation,

releases with respect to the filings recorded with the United States Patent and Trademark Office, as may be required in order to release and relinquish all liens with respect to the Released Intellectual Property arising under the Security Agreement, in each case in form and substance satisfactory to Lenders.

3. Authority. Each party represents and warrants that it has the right and authority to execute this Agreement. Lenders further represents and warrants that the security interests granted under or pursuant to the Security Agreement have not been assigned by Lenders to any other party.

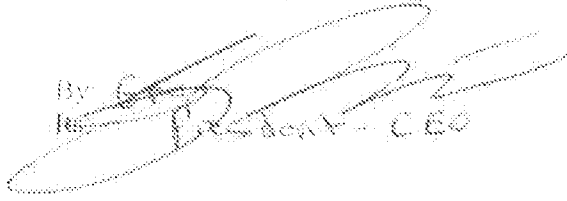
4. Breach of this Agreement. In the event of any dispute under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party, in addition to any other relief provided by law, such costs and expenses as may be reasonably incurred by the prevailing party, including court costs, reasonable attorney's fees and all other reasonable costs and expenses.

5. Binding Effect. The terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto, and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person, other than the parties hereto, and their successors and assigns, any legal or equitable right, remedy or claim under or in respect of such instrument or any covenants, conditions or provisions contained therein or any standing or authority to enforce the terms and provisions of such instrument.

6. Counterparts. This Agreement may be executed by the undersigned parties in separate counterparts, each of which when executed and delivered by facsimile or otherwise, shall be an original, but all such counterparts shall together constitute but one and the same Agreement. All signatures need not be on the same counterpart.

7. Governing Law. **THIS AGREEMENT, AND THE ACTIONS OF THE PARTIES HEREUNDER SHALL IN ALL RESPECTS BE GOVERNED BY THE LAWS OF THE STATE OF MINNESOTA (WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW), EXCEPT TO THE EXTENT THE SAME ARE GOVERNED BY APPLICABLE FEDERAL LAW.**

CIRCUIT CHECK, INC.

By:   
Its: Robert - CEO

BAYVIEW CAPITAL PARTNERS HLP

By: Bayview Capital Management LLC  
Its: General Partner

By: .....

TONKA BAY CO-INVESTMENT  
PARTNERS LLC

By: .....  
Its: .....

GRANITE EQUITY ASSOCIATES LLC

By: .....  
Its: .....

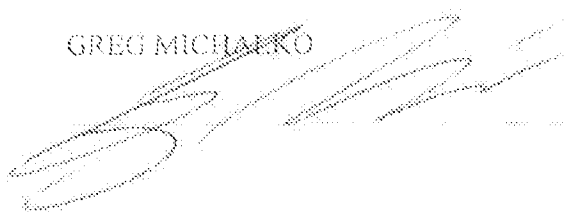
GRANITE EQUITY LLC

By: .....  
Its: .....

THOMAS ADAMSON

.....

GREG MICHAJKO



*[Signature page to Release of Lien and Security Interest]*

CIRCUIT CHECK, INC.

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

BAYVIEW CAPITAL PARTNERS II LP

By: Bayview Capital Management LLC  
Its: General Partner

By: *PW Korman* \_\_\_\_\_

TONKA BAY CO-INVESTMENT  
PARTNERS LLC

By: *PW Korman* \_\_\_\_\_  
Its: \_\_\_\_\_

GRANITE EQUITY ASSOCIATES LLC

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

GRANITE EQUITY LLC

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

THOMAS ADAMSON

\_\_\_\_\_

GREG MICHALCO

\_\_\_\_\_

*[Signature page to Release of Liens and Security Interest]*

CIRCUIT CHECK, INC.

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

BAYVIEW CAPITAL PARTNERS II LP

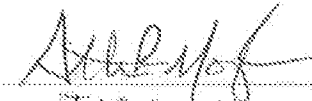
By: Bayview Capital Management LLC  
Its: General Partner

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

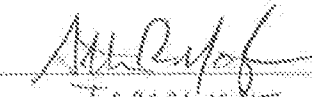
TONKA BAY CO-INVESTMENT  
PARTNERS LLC

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

GRANITE EQUITY ASSOCIATES LLC

By:   
Its: Treasurer

GRANITE EQUITY LLC

By:   
Its: Treasurer

THOMAS ADAMSON

\_\_\_\_\_

GREG MICHALKO

\_\_\_\_\_

*[Signature page to Release of Liens and Security Interest]*

CIRCUIT CHECK, INC.

By: .....  
Its: .....

BAYVIEW CAPITAL PARTNERS II LP

By: Bayview Capital Management LLC  
Its: General Partner

By: .....

TONKA BAY CO-INVESTMENT  
PARTNERS LLC

By: .....  
Its: .....

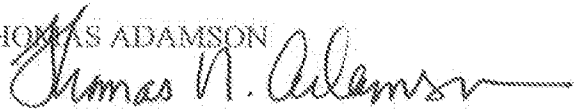
GRANITE EQUITY ASSOCIATES LLC

By: .....  
Its: .....

GRANITE EQUITY LLC

By: .....  
Its: .....

THOMAS ADAMSON



GREG MICHALKO

.....

*[Signature page to Release of Liens and Security Interest]*



**SCHEDULE 1**  
**TO PATENT AND TRADEMARK SECURITY AGREEMENT**

The Grantor owns the following Patents:

<u>Patent No.</u>	<u>Title of Patent</u>	<u>Issue Date</u>
5,698,990	Counterforce spring assembly for printed circuit board test fixtures	December 16, 1997
7,592,796	Plate with an indicator for discerning among pre-identified probe hole in the plate	September 22, 2009
7,852,096	Spring-loaded, removable test fixture for circuit board testers	December 14, 2010
7,200,509	Vacuum chamber with two-stage longitudinal translation for circuit board testing	April 3, 2007

**SCHEDULE 2**  
**TO PATENT AND TRADEMARK SECURITY AGREEMENT**

The Grantor owns the following Trademark Registrations:

<u>Trademark</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
QUICKPLATE	3,690,679	September 29, 2009
CIRCUIT CHECK	3,424,418	May 6, 2008
CCI	3,442,629	June 3, 2008
CIRCUIT CHECK	2,669,214	December 21, 2002