

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM375173

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DUKANE IAS, LLC		02/16/2016	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	FIFTH THIRD BANK		
Street Address:	424 Church Street, Suite 600		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37219		
Entity Type:	Banking corporation: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3413039	MELT-MATCH	
Registration Number:	2958103	EZ WELDER	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	049575-0005		
NAME OF SUBMITTER:	Anna T Kwan		
SIGNATURE:	/atk/		
DATE SIGNED:	03/01/2016		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Agreement"), dated as of February 16, 2016, is by and between **DUKANE IAS, LLC**, a Delaware limited liability company ("Grantor") and **FIFTH THIRD BANK**, an Ohio banking corporation (together with its successors and permitted assigns, "Secured Party").

WHEREAS, reference is made to the Loan Agreement of even date herewith among the Grantor and Secured Party (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") and to the Security Agreement of even date herewith among the Grantor and Secured Party (as amended, restated or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, in order to secure the Secured Obligations under the Loan Agreement, the Grantor has granted a security interest and lien to Secured Party in substantially all of its assets pursuant to the Security Agreement, including the IP Collateral (as defined below) described herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor (intending to be legally bound) and the Secured Party agree as follows (with capitalized terms used but not defined herein having the meanings given to them in the Loan Agreement):

1. Grant of Security. In order to secure the payment and performance of the Secured Obligations, the Grantor hereby grants to the Secured Party a continuing security interest and lien in and to any and 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 "IP Collateral"); provided that the IP Collateral shall not include any Excluded Property):

(a) (i) all patents of the United States or any political subdivision thereof, applications for patents of the United States, and reissues, divisions, continuations and continuations-in-part, or extensions thereof, including, without limitation, any of the foregoing listed on Schedule 1 hereof and (ii) all right to obtain any reissues or extensions of the foregoing (collectively, the "Patents");

(b) (i) all trademarks, trade names, brand names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, domain names, service marks, logos and other source or business identifiers, and all goodwill associated therewith or symbolized thereby, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing listed on Schedule 2 hereof, and (ii) the right to obtain all renewals thereof (collectively, the "Trademarks");

(c) (i) all copyrights, copyright registrations and copyright applications, used in the United States, including, without limitation, namely the copyright registrations and copyright applications listed on Schedule 3 attached hereto and made a part hereof, and (ii) renewals or extensions thereof (collectively, the “Copyrights”);

(d) 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

(e) 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. Grantor acknowledges that a copy of this Agreement will be recorded by the Secured Party with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress, at the sole cost and expense of the Grantor.

3. Loan Agreement. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement and Security Agreement, which are hereby incorporated by reference. The rights and remedies of the Secured Party with respect to the IP Collateral are as provided by the Loan Agreement and the other Loan Documents, and nothing in this Agreement shall be deemed to limit such rights and remedies. In the event of a conflict between the Loan Agreement and this Agreement, the terms of the Loan Agreement shall control. In the event of a conflict between the Security Agreement and this Agreement, the terms of the Security Agreement shall control.

4. Execution in Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy, .pdf file, or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns; provided, however, except as permitted by the Loan Agreement, Grantor shall not assign this Agreement or any of Grantor’s obligations hereunder without the prior written consent of the Secured Party.

6. Governing Law. This 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 Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York.

(Signature Page Follows)

IN WITNESS WHEREOF, the Grantor and the Secured Party has caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

SECURED PARTY:

FIFTH THIRD BANK

By: Steve Ainsworth
Steve Ainsworth
Vice President -- Senior Relationship Manager

GRANTOR:

DUKANE IAS, LLC

By: Andrew W. Byrd
Andrew W. Byrd
President and Chief Executive Officer

SCHEDULE 1

Patents

Patent No. / Patent Publication No.	Title	Issue Date/ Application Date
5,880,580	Automatic Regulation of Power Delivered by Ultrasonic Transducer	March 9, 1999
6,984,921	Apparatus and Method for Resonant Mounting of Vibration Structure	January 10, 2006
7,225,965	Multiple Probe Power Systems and Methods for Ultrasonic Welding	June 5, 2007
7,475,801	Systems for Providing Controlled Power to Ultrasonic Welding Probes	January 13, 2009
7,819,158	Ultrasonic Press Using Servo Motor with Integrated Linear Actuator	October 26, 2010
8,052,816	Ultrasonic Press Using Servo Motor with Delayed Motion	November 8, 2011
8,245,748	Vibration Welding System	August 21, 2012
8,720,516	Ultrasonic Press Using Servo Motor with Delayed Motion	May 13, 2014
8,721,817	Vibration Welding System	May 13, 2014
9,144,937	Ultrasonic Press Using Servo Motor With Delayed Motion	September 29, 2015
20140367019	Ultrasonic Press Using Servo Motor With Delayed Motion	August 28, 2014
20140367020	Ultrasonic Press Using Servo Motor With Delayed Motion	August 28, 2014

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20140338814	Vibration Welders with High Frequency Vibration, Position Motion Control, and Delayed Weld Motion	May 14, 2014
20150015115	Adapter for Ultrasonic Transducer Assembly	July 9, 2014
20140182769	Ultrasonic Press Using Servo Motor With Delayed Motion	March 13, 2014
20150129110	Energy Director Joint Design for Ultrasonic Welding of Thermoplastic	September 29, 2014

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SCHEDULE 2

Trademarks

TRADEMARK	US REGISTRATION NUMBER	REGISTRATION DATE	RECORD OWNER
MELT-MATCH	3,413,039	April 15, 2008	Dukane IAS, LLC
EZ WELDER	2,958,103	May 31, 2005	Dukane IAS, LLC

SCHEDULE 3

Copyrights

None.

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