

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM380657

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Spectro Scientific, Inc.		04/08/2016	Corporation: MASSACHUSETTS

## RECEIVING PARTY DATA

<b>Name:</b>	U.S. Bank National Association, for itself and as administrative agent for the Lenders
<b>Street Address:</b>	800 Nicollet Mall
<b>City:</b>	Minneapolis
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55402
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2982341	FLUIDSCAN
Registration Number:	2258214	MOTORCHECK
Registration Number:	4662736	OBA
Registration Number:	4656008	OBA ON-BOARD ANALYSIS
Registration Number:	4656009	OBA SHIPCHECK
Registration Number:	4659048	OBA SHIPCHECK ON-BOARD OIL ANALYZER
Registration Number:	4494623	TRUCKCHECK
Registration Number:	4494627	MICROLAB
Registration Number:	4494629	OSA
Registration Number:	2877036	LUBETRAK

## CORRESPONDENCE DATA

Fax Number: 6123408827

*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: 612.492.6819

Email: ip.docket@dorsey.com

Correspondent Name: Evan P. Everist

OP \$265.00 2982341

**Address Line 1:** Dorsey & Whitney LLP  
**Address Line 2:** 50 South Sixth Street, Suite 1500  
**Address Line 4:** Minneapolis, MINNESOTA 55402-1498

**ATTORNEY DOCKET NUMBER:** 059235-10710

**NAME OF SUBMITTER:** Evan P. Everist

**SIGNATURE:** /Evan P. Everist/

**DATE SIGNED:** 04/14/2016

**Total Attachments: 5**

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## CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Confirmatory Grant”) is made effective as of April 8, 2016, by and from Spectro Scientific, Inc., a Massachusetts corporation (the “Grantor”), to and in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association (the “Secured Party”) for itself and as administrative agent for the Lenders (as defined in the Credit Agreement referenced below).

WHEREAS, the Grantor, the Lenders, the Administrative Agent, and the LC Issuer, have entered into a Credit Agreement dated as of April 8, 2016 (as the same may hereafter be amended, supplemented, extended, restated or otherwise modified from time to time, the “Credit Agreement”) pursuant to which the Lenders have agreed to extend to the Grantor certain credit accommodations;

WHEREAS, the Grantor has granted security interests to the Secured Party under the Pledge and Security Agreement and Irrevocable Proxy of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, the Grantor owns the trademarks (the “Trademarks”) listed on Exhibit A, which are registered or applied for with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. If any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the performance and payment of (i) all the Obligations and (ii) all of the obligations and liabilities of the Guarantors under the Guaranty. Upon the payment in full of all Obligations (other than contingent indemnification obligations), the Secured Party shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor (at the Grantor’s expense) all reasonably requested instruments releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to the Secured Party a security interest in all of the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor.

(c) Unless and until an Event of Default occurs and is continuing, the Grantor shall retain the legal and equitable title to the Trademarks, and shall have the right to use and register the Trademarks in the ordinary course of the business of the Grantor.

(d) Notwithstanding the foregoing, this Confirmatory Grant will not relate to or affect Grantor's trademark applications based on intent-to-use trademarks—which are identified in Exhibit A—until after such time as a verified amendment to allege use or statement of use is filed and accepted by the U.S. Patent and Trademark Office for such trademark applications and the marks are actually used in commerce.

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IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest in Trademarks effective as of the date first written above.

SPECTRO SCIENTIFIC, INC.

By:   
Name: Brian Mitchell  
Its: Chief Executive Officer and President


Confirmatory Grant of Security Interest in Trademarks

**TRADEMARK**  
**REEL: 005771 FRAME: 0409**

CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

	<b>Trademark</b>	<b>Status</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
1.	FLUIDSCAN	RENEWED (REGISTERED) Supplemental Register	76588738	4/26/2004	2982341	8/2/2005
2.	MOTORCHECK	RENEWED (REGISTERED) Supplemental Register	75362958	9/25/1997	2258214	6/29/1999
3.	OBA	REGISTERED	86268880	5/1/2014	4662736	12/30/2014
4.	OBA ON-BOARD ANALYSIS  	REGISTERED	86268924	5/1/2014	4656008	12/16/2014
5.	OBA SHIPCHECK	REGISTERED	86268942	5/1/2014	4656009	12/16/2014
6.	OBA SHIPCHECK ON-BOARD OIL ANALYZER  	REGISTERED	86268953	5/1/2014	4659048	12/23/2014
7.	TRUCKCHECK	REGISTERED	86020955	7/26/2013	4494623	3/11/2014

8.	MICROLAB	REGISTERED	86020991	7/26/2013	4494627	3/11/2014
9.	OSA	REGISTERED	86021015	7/26/2013	4494629	3/11/2014
10.	SPECTRO SCIENTIFIC   Spectro Scientific	PUBLISHED (PENDING) Intent to Use	76715990	3/13/2014		
11.	LUBETRAK	REGISTERED	78166111	19-SEP-2002	2877036	8/24/2004