

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM384563

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Acumentrics RUPS, LLC		05/13/2016	Limited Liability Company: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Blue Hills Bank		
Street Address:	1196 River Street		
City:	Hyde Park		
State/Country:	MASSACHUSETTS		
Postal Code:	02136		
Entity Type:	Chartered Bank: MASSACHUSETTS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4556852	RUPS	
Registration Number:	4556853	FLO-THRU	
CORRESPONDENCE DATA			
Fax Number:	6174220383		
<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:	617-422-0200		
Email:	acs@bostonbusinesslaw.com		
Correspondent Name:	Brian F. Plunkett, Esq.		
Address Line 1:	155 Federal Street, 9th Floor		
Address Line 2:	Hackett Feinberg P.C.		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Brian F. Plunkett, Esq.		
SIGNATURE:	/Brian F. Plunkett/		
DATE SIGNED:	05/17/2016		
Total Attachments: 11			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") dated as of the 13th day of May, 2016, is by and between Acumentrics RUPS, LLC, a Massachusetts limited liability company having an address at 10 Walpole Park South, Walpole, MA 02081 (the "Debtor") and Blue Hills Bank, having an address of 1196 River Street, Hyde Park, MA 02136 (the "Secured Party").

RECITALS:

The Debtor has entered into a certain Credit Agreement of even date herewith by and between the Debtor and the Secured Party (the "Credit Agreement"). Any capitalized terms not otherwise defined herein shall have the meaning ascribed to it in the Credit Agreement.

NOW, THEREFORE, in consideration of and as an inducement to the Secured Party to enter into the RLOC and the Term Loan (collectively, the "Loan Facilities") with Debtor, the parties hereto, intending to be legally bound, covenant and agree as follows:

1. **DEFINITIONS:** As used herein, the following terms shall have the meanings set forth below.

"Copyrights" shall mean all copyrights and other rights to restrict the unauthorized reproduction of materials, and any derivatives thereof, registered or unregistered, published or unpublished, including without limitation, the copyrights listed on EXHIBIT C annexed hereto and made a part hereof, together with all registrations and recordings thereof, and any and all goodwill of business and all applications in connection therewith.

"Copyright Licenses" means all agreements, whether written or oral, published or unpublished, providing for the grant by or to the Debtor of any right to use any Copyright, including, without limitation, the agreements listed on EXHIBIT C annexed hereto and made a part hereof.

"Copyright Office" means the United States Copyright Office or any other federal governmental agency which may hereafter perform its function.

"Event of Default" shall have the meaning ascribed to it in the Loan Documents.

"Intellectual Property" shall have the meaning assigned to such term in Section 3 hereof.

"IP Collateral" shall have the meaning assigned to such term in Section 2 hereof.

"Licenses" shall mean, collectively, the Copyright Licenses, the Patent Licenses and Trademark Licenses.

"Material Adverse Change" means, since any specified date or from the circumstances existing immediately prior to the happening of any specified event, a significant and material adverse change in (a) the business, assets, financial condition or income of Debtor, (b) the ability of the Debtor to perform material obligations under this Agreement or the other Loan Documents, (c) the rights and remedies of the Secured Party under this Agreement or the other Loan Documents, or (d) the ability of the Debtor to operate or conduct business in all material respects in the manner in which it generally conducts or operates its business.

"Obligations" shall have the same meaning ascribed to it in the Credit Agreement. It is the express intention of the Debtor that all indebtedness of the Debtor to the Secured Party, of every

kind and description, whether now existing or hereafter arising, whether or not specifically referenced, be secured by this Agreement.

“Patents” shall mean all letters patent and applications for letters patent of the Debtor, and the inventions and improvements therein disclosed, and any and all divisions, reissues and continuations of said letters patent including, without limitation the patents listed on EXHIBIT A annexed hereto and made a part hereof.

“Patent Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to Debtor of any right to manufacture, use or sell any invention covered by a Patent, including, without limitation, the agreements listed on EXHIBIT A annexed hereto and made a part hereof.

“PTO” shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

“Trademarks” shall mean all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of Debtor, whether registered or unregistered, including, without limitation, the trademarks listed on EXHIBIT B annexed hereto and made a part hereof, together with all registrations and recordings thereof all applications in connection therewith, and any goodwill of the business connected with, and symbolized by, any of the foregoing.

“Trademark Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to Debtor of any right to use any Trademark, including, without limitation, the agreements listed on EXHIBIT B annexed hereto and made a part hereof.

2. **GRANT OF SECURITY INTEREST:** In furtherance and as confirmation of the security interest granted by the Debtor to the Secured Party under the Loan Documents, and as further security for the payment or performance in full of the Obligations, the Debtor hereby ratifies such security interest and grants to the Secured Party a continuing security interest, with a power of sale (which power of sale shall be exercisable only after the occurrence of an Event of Default which has not been waived in writing by the Secured Party in accordance with the terms and conditions set forth in the Loan Documents), in all of the present and future right, title and interest of Debtor in and to the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the “IP Collateral”):

- (a) All Patents and Patent Licenses.
- (b) All Trademarks and Trademark Licenses.
- (c) All Copyrights and Copyright Licenses.
- (d) All renewals of any of the foregoing.
- (e) All General Intangibles connected with the use of, or related to, any and all Intellectual Property (including, without limitation, all goodwill of the Debtor and its business, products and services appurtenant to, associated with, or symbolized by, any or all of the Intellectual Property and the use thereof).
- (f) All income, royalties, damages and payments now and hereafter due and/or payable

under and with respect to any of the foregoing, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof

(g) The right to sue for past, present and future infringements and dilutions of any of the foregoing.

(h) All of the Debtor's rights corresponding to any of the foregoing throughout the world.

3. **PROTECTION OF INTELLECTUAL PROPERTY BY DEBTOR:** Except as set forth below in this Section 3, the Debtor shall undertake the following with respect to each of the items respectively described in Sections 2(a) through (d) (collectively, the "Intellectual Property"):

(a) Pay all renewal fees and other fees and costs associated with maintaining all material registered Intellectual Property and with the processing of the Intellectual Property and take all other reasonable and necessary steps to maintain the registration of all material registered Intellectual Property.

(b) Take all actions reasonably necessary to prevent any of the material Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way.

(c) At the Debtor's sole cost, expense and risk, pursue the prompt, diligent processing of each application for registration which is the subject of the security interest reflected herein and not abandon or delay any such efforts.

(d) At the Debtor's sole cost, expense, and risk, take any and all action which the Debtor reasonably deems appropriate under the circumstances to protect the material Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

Notwithstanding the foregoing, so long as no Event of Default has occurred and has not been cured by the Debtor or waived in writing by the Secured Party, and no Material Adverse Change would result therefrom, Debtor shall not have an obligation to use or to maintain any Intellectual Property (i) that relates solely to any product, that has been discontinued, abandoned or terminated or (ii) that has been replaced with Intellectual Property substantially similar to the Intellectual Property that maybe abandoned or otherwise become invalid, so long as the failure to use or maintain such Intellectual Property does not result in a Material Adverse Change in the validity of such replacement Intellectual Property and so long as such replacement Intellectual Property is subject to the lien created by this Agreement.

4. **DEBTOR'S REPRESENTATIONS AND WARRANTIES:** The Debtor represents and warrants that:

(a) EXHIBIT A is a true, correct and complete list of all Patents and Patent Licenses owned by Debtor as of the date hereof.

(b) EXHIBIT B is a true, correct and complete list of all registered and pending Trademarks and Trademark Licenses owned by Debtor as of the date hereof.

(c) EXHIBIT C is a true, correct and complete list of all registered Copyrights and Copyright Licenses owned by the Debtor as of the date hereof.

(d) Except as set forth in EXHIBITS A, B and C, none of the Intellectual Property is the subject of any licensing or franchise agreement pursuant to which Debtor is the licensor or franchisor.

(e) All IP Collateral owned by the Debtor is, and shall remain, free and clear of all liens, encumbrances, or security interests in favor of any Person, other than liens in favor of the Secured Party and such other liens, claims and encumbrances as maybe permitted by the Credit Agreement or by the Secured Party in its sole and absolute discretion from time to time in writing.

(f) The Debtor owns, or is licensed to use, all Intellectual Property used in its business as currently conducted. No material claim has been asserted and is pending by any Person challenging or questioning the use by the Debtor of any of its Intellectual Property or the validity or effectiveness of any of its Intellectual Property, nor does the Debtor know of any valid basis for any such claim. To the knowledge of the Debtor, the use by the Debtor of the Intellectual Property does not infringe the rights of any Person. No holding, decision or judgment has been rendered by any governmental authority which would limit, cancel or question the validity of, or the Debtor's rights in, any of the IP Collateral in any respect that could reasonably be expected to result in a Material Adverse Change in the business or the property of the Debtor.

(g) The Debtor shall give the Secured Party written notice (with reasonable detail) within ten (10) days following the occurrence of any of the following: (i) the Debtor's obtaining rights to, and filing applications for registration of, any new material Intellectual Property, or otherwise acquiring ownership of any newly registered material Intellectual Property (other than the Debtor's right to sell products containing the trademarks of others in the ordinary course of the Debtor's business), (ii) the Debtor's becoming entitled to the benefit of any registered Intellectual Property whether as licensee or licensor (other than the Debtor's right to sell products containing the trademarks of others in the ordinary course of the Debtor's business), (iii) the Debtor's entering into any new material Licenses, (iv) the Debtor's knowing or having reason to know, that any application or registration relating to any material Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the PTO, the Copyright Office or any court or tribunal) regarding the Debtor's ownership of, or the validity of, any material Intellectual Property or the Debtor's right to register the same or to own and maintain the same and the Debtor appoints the Secured Party its attorney in fact to amend this Agreement to reflect the above and to file any such amendment or notification thereof with the PTO, Copyright Office or any court or tribunal at the Debtor's cost.

5. AGREEMENT APPLIES TO FUTURE INTELLECTUAL PROPERTY:

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in subsections (i), (ii) and (iii) of Section 4(g), above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement.

(b) Upon the reasonable request of the Secured Party, the Debtor shall execute and deliver and have recorded, any and all agreements, instruments, documents and papers as Secured Party may request to evidence the Secured Party's security interest in any Intellectual Property and the goodwill and General Intangibles of the Debtor relating thereto or represented thereby (including, without limitation, filings with the Copyright Office, PTO or any similar office), and the Debtor hereby constitutes the Secured Party as its attorney-in-fact to execute and file all such writings for

the foregoing purposes as well as those purposes set forth in Section 4(g) above, all acts of such attorney being hereby ratified and confirmed; provided, however, the Secured Party's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

6. **DEBTOR'S RIGHTS TO ENFORCE INTELLECTUAL PROPERTY:** Prior to the Secured Party's giving of notice to the Debtor following the occurrence of an Event of Default, the Debtor shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property including the right to seek injunctions and/or money damages, in an effort by the Debtor to protect the Intellectual Property against encroachment by third parties, provided, however:

(a) the Debtor first provides the Secured Party with written notice of the Debtor's intention to so sue for enforcement of any Intellectual Property.

(b) Any money damages awarded or received by the Debtor on account of such suit (or the threat of such suit) shall constitute IP Collateral.

(c) Following the occurrence of any Event of Default which has not been waived in writing by the Secured Party, the Secured Party, by notice to the Debtor, may terminate or limit the Debtor's rights under this Section 6.

7. **SECURED PARTY'S ACTIONS TO PROTECT IP COLLATERAL:** In the event of the occurrence of any Event of Default (as defined in the Credit Agreement), the Secured Party, acting in its own name or in that of Debtor, may (but shall not be required to) act in the Debtor's place and stead and/or in Secured Party's own right in connection therewith.

8. **RIGHTS UPON DEFAULT:** Upon the occurrence of any Event of Default, in addition to all of the other rights and remedies provided to the Secured Party in the Loan Documents with respect to the IP Collateral, the Secured Party may exercise all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in the Commonwealth of Massachusetts, with respect to the IP Collateral, in addition to which the Secured Party may sell, license, assign, transfer, or otherwise dispose of the IP Collateral. Any person may conclusively rely upon an affidavit of an officer of the Secured Party that an Event of Default has occurred and that Secured Party is authorized to exercise such rights and remedies.

9. **SECURED PARTY AS ATTORNEY IN FACT:**

(a) The Debtor hereby irrevocably constitutes and designates the Secured Party as and for the Debtor's attorney in fact, effective following the occurrence of any Event of Default which has not been cured by the Debtor or waived by the Secured Party: (i) to supplement and amend from time to time EXHIBITS A, B and C of this Agreement to include any new or additional Intellectual Property of the Debtor and cause any such supplements and amendments to be filed in the appropriate governmental office at the Debtor's expense, (ii) to exercise any of the rights and powers referenced herein, and (iii) to execute all such instruments, documents, and papers as the Secured Party reasonably determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Intellectual Property.

(b) The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Agreement is terminated by a duly authorized officer of the Secured Party or such Event of Default giving rise to the interest has been waived in writing by the Secured Party.

(c) The Secured Party shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 9(a), but if the Secured Party elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to the Debtor for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding the Secured Party has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been grossly negligent or in actual bad faith.

10. **SECURED PARTY'S RIGHTS:**

(a) Any use by the Secured Party of the Intellectual Property, as authorized hereunder in connection with the exercise of Secured Party's rights and remedies under this Agreement and/or under the Loan Documents shall be coextensive with the Secured Party's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

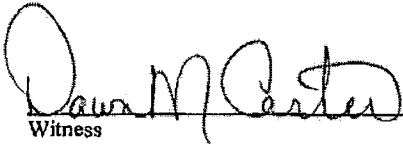
(b) Nothing in this Agreement, the Loan Documents, or any act, omission, or circumstance taken or arising hereunder may be construed as directly or indirectly conveying to Secured Party any present right, title or interest in and to the Intellectual Property, which right, title and interest is effective only upon the occurrence of any Event of Default.

11. **INTENT:** This Agreement is being executed and delivered by the Debtor for the purpose of registering and confirming the grant of the security interest of Secured Party in the IP Collateral with the Copyright Office and PTO. It is intended that the security interest granted and confirmed pursuant to this Agreement is granted as a supplement to, and not in limitation of the security interest granted to Secured Party under the Loan Documents. All provisions of the Loan Documents shall apply to the IP Collateral. The Secured Party shall have the same rights, remedies, powers, privileges and discretions with respect to the security interests created in the IP Collateral as in all other Collateral. In the event of a conflict between this Agreement and the Loan Documents, the terms of this Agreement shall control with respect to the IP Collateral and the Loan Documents with respect to all other Collateral.

12. **CHOICE OF LAWS:** It is intended that this Agreement take effect as a sealed instrument and that all rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by the laws of The Commonwealth of Massachusetts except for applicable provisions of Delaware law relating to the creation, perfection and enforcement of the security interests created hereby.

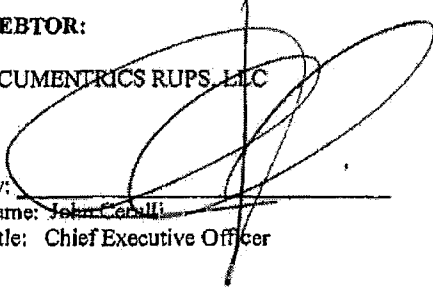
[Signatures on following page]

Executed under seal the day and year first above written.


Witness

DEBTOR:

ACUMENTRICS RUPS, LLC


By: _____
Name: John Cerulli
Title: Chief Executive Officer

SECURED PARTY:

BLUE HILLS BANK

Witness

By: _____
Name: Patrick T. Walsh
Title: Senior Vice President

Executed under seal the day and year first above written.

DEBTOR:

ACUMENTRICS RUPS, LLC

Witness

By: _____
Name: John Cerulli
Title: Chief Executive Officer

SECURED PARTY:

BLUE HILLS BANK



Witness

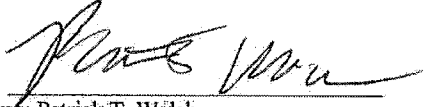
By: 
Name: Patrick T. Walsh
Title: Senior Vice President

EXHIBIT A

List of Patents
Patent Registrations and Applications

<u>Docket No</u>	<u>Title</u>	<u>Serial No</u>	<u>Filed</u>	<u>Patent No.</u>	<u>Issued</u>
ACUM-001XX	Low Inductance Capacitor	09/519796	3/7/2000	6278603	8/21/2001
ACUM-006XX	Method and System for Modifying Operation According to Detected Orientation	12/972937	12/20/2010	8433454	4/30/2013
	Power Supply Enclosure	29/113437	11/4/1999	D446498	8/14/2001
	Power Supply Enclosure	29/132/623	11/9/2000	D456353	4/30/2002

EXHIBIT B

List of Trademarks
Trademark Registrations and Applications

MARK	Docket No.	Serial No.	Reg. No	Status
RUPS	ACUM-T011XX	85/843701	4556852	Live
FLO-THRU	ACUM0T012XX	85/843731	4556853	Live

EXHIBIT C

List of Copyrights and Copyright Licenses
Copyright Registrations and Applications

<u>Copyright</u>	<u>Registration No.</u>	<u>Registration Date</u>
	NONE	