

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM390367

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Supplemental Confirmatory Grant of Security Interest in United States Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PCB Group, Inc.		07/05/2016	Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	IL1-1145/54/63, P.O. Box 6026
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60680-6026
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	1330710	PCB
Registration Number:	1603466	ICP
Registration Number:	1605338	MODALLY TUNED
Registration Number:	2452980	SWIVELER
Registration Number:	2492393	SPINDLER
Registration Number:	2511794	TORKDISC
Registration Number:	2658382	IMI
Registration Number:	3235800	ICP
Registration Number:	3859295	ECHO
Registration Number:	3959877	ECHOPLUS
Registration Number:	4321560	SURE WE DO!
Registration Number:	4085467	TORKFLANGE
Registration Number:	4294743	IMI
Registration Number:	4450889	SOUNDEXPERT
Registration Number:	4758778	ICPR

CORRESPONDENCE DATA

Fax Number: 3129939767

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

TRADEMARK

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-993-2622
Email: gayle.grocke@lw.com
Correspondent Name: Gayle D. Grocke c/o Latham & Watkins LLP
Address Line 1: 330 N. Wabash Avenue
Address Line 2: Suite 2800
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	049067-0139
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NAME OF SUBMITTER:	Gayle D. Grocke
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SIGNATURE:	/gdg/
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DATE SIGNED:	07/05/2016
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Total Attachments: 5

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**SUPPLEMENTAL CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS SUPPLEMENTAL CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of July 5, 2016, by and from PCB GROUP, INC., a New York corporation (the "Grantor"), to and in favor of JPMORGAN CHASE BANK, N.A. for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, the "Grantee").

WHEREAS, MTS Systems Corporation (the "Company"), the Foreign Subsidiary Borrowers, the Lenders, other Agents and the Grantee have entered into that certain Credit Agreement, dated as of July 5, 2016 (as may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, certain Subsidiaries of the Company have guaranteed the repayment of the Secured Obligations pursuant to the Subsidiary Guaranty;

WHEREAS, the Company and certain of its Subsidiaries, including the Grantor, have entered into that certain Pledge and Security Agreement, dated as of July 5, 2016 (as may be further amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, the Grantor owns the Trademarks (as defined below), which Trademarks are applied for or registered with the United States Patent and Trademark Office.

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 used and not otherwise 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 satisfactory performance and payment of all the Secured Obligations. Upon the satisfaction of the Final Release Conditions (as defined in the Subsidiary Guaranty), this Confirmatory Grant shall automatically terminate and all rights to the Trademarks shall revert to the Grantor. Upon such termination, the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing (and/or evidencing of record the release of) the lien and security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.

(b) The Grantor hereby pledges and grants to the Grantee, on behalf of and for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest, whether now owned or hereafter acquired, in and to (i) all United States trademarks, service marks, trade names, trade styles, trade dress and the registrations and applications for registration thereof, including the foregoing listed on Exhibit A, and the goodwill of the business symbolized by the foregoing; (ii) all renewals of the foregoing; (iii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims and payments for past and future infringements thereof; (iv) all rights to sue for past, present, and future infringements of the

foregoing, including the right to settle suits involving claims and demands for royalties owing; and (v) all rights corresponding to any of the foregoing throughout the world (the "Trademarks").

(c) Notwithstanding anything to the contrary contained above, the security interest created by this Confirmatory Grant shall not extend to Excluded Assets.

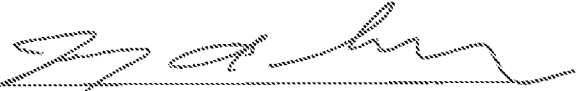
3) Grants, Rights, Remedies. This Confirmatory Grant has been executed in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Secured Parties. The rights and remedies of the Grantee with respect to the security interest granted herein are 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. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern and control.

4) Governing Law. **THIS CONFIRMATORY GRANT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.**

5) Counterparts. This Confirmatory Grant may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Confirmatory Grant by telecopy, e-mailed .pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Confirmatory Grant.

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

PCB GROUP, INC.,
as Grantor

By: 

Name: Jeffrey Graves

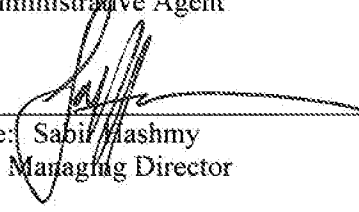
Title: President

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: _____

Name: Sabir Mashmy

Title: Managing Director



Signature Page for
Supplemental Confirmatory Grant of Security Interest in United States Trademarks

TRADEMARK
REEL: 005826 FRAME: 0542

Exhibit A

Trademarks

Title	Application No.	Application Date	Registration No.	Registration Date
PCB	73485770	6/18/1984	1,330,710	4/16/1985
ICP	73781990	2/21/1989	1,603,466	6/26/1990
MODALLY TUNED	73794194	4/10/1989	1,605,338	7/10/1990
SWIVELER	75941863	3/10/2000	2,452,980	5/22/2001
SPINDLER	76097367	7/26/2000	2,492,393	9/25/2001
TORKDISC	75916375	2/11/2000	2,511,794	11/27/2001
IMI	76258300	3/17/2001	2,658,382	12/10/2002
ICP	78416675	5/11/2004	3,235,800	5/1/2007
ECHO	77841239	10/5/2009	3,859,295	10/12/2010
ECHOPLUS	85087366	7/19/2010	3,959,877	5/10/2011
SURE WE DO!	85351774	6/21/2011	4,321,560	4/16/2013
TORKFLANGE	85394095	8/10/2011	4,085,467	1/10/2012
IMI	85565779	3/9/2012	4,294,743	2/26/2013
SOUNDEXPERT	85914580	4/25/2013	4,450,889	12/17/2013
ICPR	86319302	6/24/2014	4,758,778	6/23/2015