

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM393135

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HEADWALL PHOTONICS, INC.		07/22/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MIDDLESEX SAVINGS BANK		
Street Address:	6 MAIN STREET		
City:	NATICK		
State/Country:	MASSACHUSETTS		
Postal Code:	01760		
Entity Type:	Chartered Bank: MASSACHUSETTS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3272406	HYPERSPEC	
Registration Number:	4931832	SPECTRALVIEW	
Serial Number:	87036111	HYPERCORE	
CORRESPONDENCE DATA			
Fax Number:	5084598315		
<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:	508-459-8015		
Email:	klafond@fletchertilton.com		
Correspondent Name:	KAREN M LAFOND		
Address Line 1:	370 main street		
Address Line 4:	WORCESTER, MASSACHUSETTS 01608		
NAME OF SUBMITTER:	KAREN M LAFOND		
SIGNATURE:	/KML/		
DATE SIGNED:	07/29/2016		
Total Attachments: 10			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (the "Agreement") dated as of July 22, 2016 between **Headwall Photonics, Inc.** (herein, "Borrower"), a corporation duly organized and validly existing under the laws of the State of Delaware having a principal place of business at 601 River Street, Fitchburg, Massachusetts 01420 and **Middlesex Savings Bank** as lender (herein, in such capacity, together with any successor thereto in such capacity, called the "Lender") with a place of business at 6 Main Street, Natick, Massachusetts 01760.

RECITALS:

A. Borrower entered into a Loan and Security Agreement of even date herewith (together with all amendments and other modifications, if any from time to time made thereto, the "Loan and Security Agreement");

B. As a condition precedent to the making of the Loans under the Loan and Security Agreement, Borrower is required to execute and deliver this Agreement and to grant to the Lender a continuing security interest in all of the Trademark Collateral (as defined below) to secure all the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lender to make the Loans to the Borrower pursuant to the Loan and Security Agreement, Borrower agrees, for the benefit of the Lender, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Agreement, including its preamble and recitals, having the meanings provided in the Loan and Security Agreement. In addition, for purposes hereof: (i) "Intellectual Property" means patents, copyrights, service marks, trade names, trade styles, logos, goodwill, trade secrets, trademarks, and licenses acquired under any statutory, common law or registration process in any state or nation at any time, or under any agreement executed with any person or entity at any time; (ii) the term "license" refers not only to rights granted by agreement from the owner of patents, copyrights, trademarks, service marks and the like, but also to rights granted by a franchisor under a franchise or similar agreement (the foregoing enumeration is not intended as a limitation of the meaning of the term "license"); and (iii) the term "Obligations" means all liabilities and obligations now or hereafter owing from the Borrower to the lender of whatever kind or nature, whether or not currently contemplated at the time of this Agreement, whether such obligations be direct or indirect, absolute or contingent or due or to become due, including, without limitation, all unpaid principal under any Note of the Borrower, all accrued interest and all costs and expenses, including attorney's fees, costs and expenses relating to the appraisal and/or valuation of assets and all costs and expenses incurred or paid by the Lender in exercising, preserving, defending, collecting, administering, enforcing or protecting any of its rights under the Obligations or hereunder or with respect to the Collateral or any litigation arising out of the transactions evidenced by the Obligations.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations the Borrower does hereby assign, pledge and grant to the Lender a security interest in all of the Borrower's right, title and interest in and to the following property (the "Trademark Collateral"), whether now owned or hereafter existing or acquired:

(a) all of Borrower's registered and unregistered trademarks, trademark applications, service marks, trade names, trade styles, logos, goodwill and rights in trademark applications, trademarks, service marks, trade names, trade styles, logos and goodwill owned by others (collectively the "Trademarks") which in the case of trademarks or trademark applications, are now or hereafter issued by or filed with the U.S. Patent and Trademark Office or any similar office or agency of any other countries, including without limitation the trademarks and trademark applications listed in Schedule A attached hereto and made a part hereof;

(b) all Intellectual Property that is related to the Trademark Collateral; and

(c) all proceeds of all of the foregoing (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements of the Trademarks, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

SECTION 3. Borrower's Covenants and Representations. The Borrower represents, warrants and covenants that, to the best of its knowledge:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) Each of the Trademarks is valid and enforceable and the Borrower has notified the Lender in writing of all prior assignments (including public uses and sales) of which it is aware;

(c) The Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances except as disclosed in the Loan and Security Agreement, including without limitation, licenses, shop rights and covenants by the Borrower not to sue third persons;

(d) The Borrower has the unqualified right to enter into this Agreement and perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents and consultants which will enable it to comply with the covenants herein contained; and

(e) Until all of the Obligations shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with the Borrower's obligations under this Agreement, without the Lender's prior written consent.

SECTION 4. Security Agreement. This Agreement has been executed and delivered by Borrower for the purpose of recording the security interest of the Lender in the Collateral with the United States Patent and Trademark Office and with the corresponding offices and authorities of any local, state or foreign governments. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lender under the Loan and Security Agreement.

SECTION 5. Additional Collateral. If, before the Obligations shall have been satisfied in full, the Borrower shall obtain rights to any new trademark or become entitled to the benefit of any trademark application or trademark for any reissue, division, continuation, renewal, extension or continuation-in-part of any Trademarks or any improvement on any Trademarks, the provisions of Section 2 hereof shall automatically apply thereto and the Borrower shall give to the Lender prompt notice thereof in writing. The Borrower authorizes the Lender to modify this Agreement by amending Schedule A hereto to include any such future trademarks and trademark applications.

SECTION 6. Attorney-in-Fact. The Borrower hereby appoints the Lender, or its designee, as the Borrower's true and lawful attorney-in-fact (without requiring the Lender to act as such), with full power, upon the occurrence of an Event of Default and at any time thereafter, as follows: (a) to sell, transfer or assign the Trademarks and the other Trademark Collateral or any part thereof, (b) to grant any license or sublicense to make, have made, use or sell under or pursuant to any or all of the Trademarks, (c) to seek issuance of all Trademarks in accordance with this Agreement (d) to execute and file assignments of the Trademarks and the other Trademark Collateral in the name of the Borrower with the U.S. Trademark and Trademark Office or any similar office or agency of any other country as it may deem appropriate, (e) to perform all acts required or permitted to be performed in connection with maintaining the Trademarks and the other Trademark Collateral, and (f) to perform all other acts to perfect and continue the Lender's security interest in, and to protect, preserve and enforce the Trademarks and the other Trademark Collateral.

SECTION 7. Lender's Fees and Expenses. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by the Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining, preserving the Trademarks and the other Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks and the other Trademark Collateral, shall be borne and paid by the Borrower on demand by the Lender.

SECTION 8. Trademarks to be Issued; Lender's Expenses. The Borrower shall have the duty, through counsel reasonably acceptable to the Lender, to prosecute diligently any trademark application with respect to the Trademarks pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to make application for trademarks and to preserve and maintain all rights in trademark applications and the Trademarks. Any expenses incurred in connection with such an application shall be borne by the Borrower. The Borrower shall not abandon any right to file a trademark application, or any pending trademark application or Trademark without the consent of the Lender, which consent shall not be unreasonably withheld, conditioned or delayed.

SECTION 9. Enforcement. The Lender shall have the right but shall in no way be obligated to bring suit in its own name to enforce the Trademarks and the other Trademark Collateral and any license thereunder, in which event the Borrower shall at the request of the Lender do any and all lawful acts and execute any and all proper documents required by the Lender in aid of such enforcement and the Borrower shall promptly, upon demand, reimburse and indemnify the Lender for all costs and expenses incurred by the Lender in the exercise of its rights under this Section 9.

SECTION 10. Cumulative Rights and Remedies. All of the Lender's rights and remedies, with respect to the Trademarks and the other Trademark Collateral, whether established hereby or by the Loan and Security Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

SECTION 11. Release of Security Interest. Upon payment in full of all Obligations and the termination of all commitments, if any, of the Lender, the Lender shall, at Borrower's expense, execute and deliver to Borrower all instruments and other documents as may be necessary or proper to release the lien or the security interest in the Trademark Collateral which has been granted hereunder.

SECTION 12. Acknowledgment. Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 13. Loan Document, etc. This Agreement is a Security Instrument executed pursuant to the Loan and Security Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan and Security Agreement.

SECTION 14. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

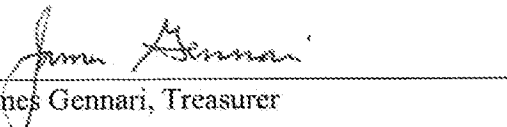
[This space intentionally left blank; signature page to follow.]

IN WITNESS WHEREOF, Borrower and Lender have caused this Agreement to be duly executed and delivered as of the day and year first above.

Borrower:

Headwall Photonics, Inc.


By: 
David Bannon, President

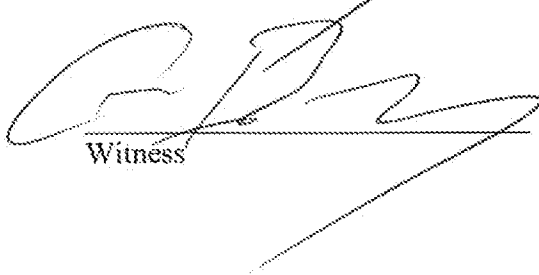
By: 
James Gennari, Treasurer

Lender:

Middlesex Savings Bank

By: _____
Chris E. Vericker, Vice President


Witness


Witness

Witness

IN WITNESS WHEREOF, Borrower and Lender have caused this Agreement to be duly executed and delivered as of the day and year first above.

Borrower:

Headwall Photonics, Inc.

Witness

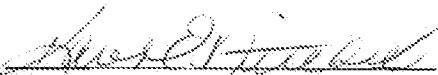
By: _____
David Bannon, President

Witness

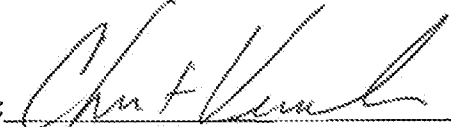
By: _____
James Gennari, Treasurer

Lender:

Middlesex Savings Bank



Witness

By: 

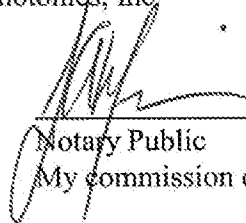
Chris E. Vericker, Vice President

THE COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

July 22, 2016

On this 22nd day of July, 2016, before me, the undersigned notary public, personally appeared David Bannon, President of Headwall Photonics, Inc., proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as President of Headwall Photonics, Inc.


Notary Public
My commission expires:



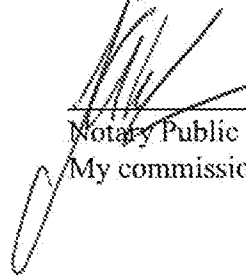
JASON A. MINIO
Notary Public
Commonwealth of Massachusetts
My Commission Expires
October 16, 2020

THE COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

July 22, 2016

On this 22nd day of July, 2016, before me, the undersigned notary public, personally appeared James Gennari, Treasurer of Headwall Photonics, Inc., proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Treasurer of Headwall Photonics, Inc.


Notary Public
My commission expires:



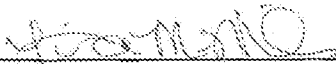
JASON A. MINIO
Notary Public
Commonwealth of Massachusetts
My Commission Expires
October 16, 2020

THE COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

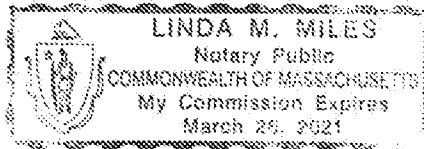
July 22, 2016

On this 22nd day of July, 2016, before me, the undersigned notary public, personally appeared Chris E. Vericker, Vice President of Middlesex Savings Bank, proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Vice President of Middlesex Savings Bank.



Notary Public

My commission expires:



SCHEDULE A

**United States Trademarks and Trademark Applications
Owned by Headwall Photonics, Inc.**

Trademark No.	Date of Trademark	Title
3,272,406	July 31, 2007	Hyperspec
4,931,832	April 5, 2016	SpectralView
87036111 Serial No./Application	May 13, 2016	HyperCore