

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM398665

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GILL FAMILY CAPITAL MANAGEMENT INC.		08/16/2016	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SYPRIS ELECTRONICS, LLC		
<b>Street Address:</b>	101 BULLITT LANE		
<b>Internal Address:</b>	SUITE 450		
<b>City:</b>	LOUISVILLE		
<b>State/Country:</b>	KENTUCKY		
<b>Postal Code:</b>	40222		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78920630	RASKL	
<b>Serial Number:</b>	77922111	CYBER RESILIENCY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5025610442		
<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>			
<b>Phone:</b>	502.625.2865		
<b>Email:</b>	cadams@middletonlaw.com		
<b>Correspondent Name:</b>	Middleton Reutlinger		
<b>Address Line 1:</b>	401 S. 4th Street, Suite 2600		
<b>Address Line 4:</b>	Louisville, KENTUCKY 40202		
<b>NAME OF SUBMITTER:</b>	Robert H. Eichenberger		
<b>SIGNATURE:</b>	/Robert H. Eichenberger/		
<b>DATE SIGNED:</b>	09/15/2016		
<b>Total Attachments: 3</b>			
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**TERMINATION AND RELEASE OF  
SECURITY INTEREST IN INTELLECTUAL PROPERTY**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (this "Termination and Release") is made as of August \_\_\_\_, 2016 ("Effective Date"), by **GILL FAMILY CAPITAL MANAGEMENT, INC.**, a Delaware corporation (together with its successors in such capacity, "Secured Party"), in favor of **SYPRIS ELECTRONICS, LLC**, a Delaware limited liability company ("Debtor"). Capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the below-defined Trademark Security Agreement.

**WHEREAS**, the Secured Party, the Debtor and the other Makers named therein are parties to that certain Promissory Note made by the Debtor and the other Makers in favor of the Secured Party dated effective March 12, 2015, as amended, restated, supplemented, or otherwise modified and in effect from time to time, including without limitation, as amended and restated by that certain Amended and Restated Promissory Note dated effective February 24, 2016, in the current maximum principal amount of \$6,500,000.00 (collectively, the "Note"), which Note evidences a Loan made by Secured Party to the Debtor and the other Makers in the current principal amount of \$6,500,000.00 (the "Loan").

**WHEREAS**, pursuant to the terms and conditions of that certain Trademark Security Agreement, dated as of March 12, 2015 (as amended, restated, supplemented, or otherwise modified and in effect from time to time, the "Trademark Security Agreement"), made by Debtor in favor of Secured Party, which was recorded with the United States Patent and Trademark Office on September 10, 2015, at Reel 5619, Frame 894, with respect to Trademarks (as defined in the Trademark Security Agreement), the Debtor granted to Secured Party a security interest in all of the Debtor's right, title and interest in and to the Trademarks to secure repayment of the Loan; and

**WHEREAS**, Secured Party now desires to release its security interest in the Trademarks described in the Trademark Security Agreement, including without limitation, those Trademarks listed on **Schedule A** attached hereto.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby covenants and agrees as follows:

1. Secured Party hereby terminates, releases, and discharges its security interest in the Trademarks granted pursuant to the Trademark Security Agreement, including without limitation, those Trademarks listed on **Schedule A** attached hereto, and reassigns to Debtor all right, title, and interest of Secured Party in such Trademarks granted pursuant to the Trademark Security Agreement.

2. Secured Party hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, in each case at Debtor's sole cost and expense, as may be reasonably necessary to effect the release of the security interest in the Trademarks contemplated hereby. Secured Party hereby authorizes Debtor and any of its respective designees to file this Release with the United States Patent and Trademark Office and the United States Copyright Office.

3. This Termination and Release will be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the Commonwealth of Kentucky, without regard to conflicts of law principles.

[Signature page follows]

IN WITNESS WHEREOF, Grantee has caused this Termination and Release to be executed by its duly authorized representative as of the Effective Date.

GILL FAMILY CAPITAL MANAGEMENT,  
INC., a Delaware corporation, as Secured Party

By:  \_\_\_\_\_

Name: JEFFREY T. GILL

Title: CO-PRESIDENT & TREASURER

**SCHEDULE A**  
**to**  
**TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

**Trademarks**

Holder	Copyright, Trademark	Registration / Serial No.	Date of Registration / Filing	Country of Registration
Sypris Electronics, LLC	<b>Trademark:</b> "CYBER RESILIENCY"	Registration#: 3,960,039 Serial#: 77922111	Registration Date: 5/10/2011 Filing Date: 1/28/2010	U.S.A
Sypris Electronics, LLC	<b>Trademark:</b> "RASKL" word mark	Registration#: 3,633,291 Serial#: 78920630	Registration Date: 06/02/2009 Filing Date: 06/30/2006	U.S.A