

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM405119

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sypris Electronics, LLC		08/16/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Analog Devices, Inc.		
Street Address:	One Technology Way		
City:	Norwood		
State/Country:	MASSACHUSETTS		
Postal Code:	02062		
Entity Type:	Corporation: MASSACHUSETTS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	78920630	RASKL	
Serial Number:	77922111	CYBER RESILIENCY	
Serial Number:	86067107	SYIPHER	
Serial Number:	86063647	KEYSTONE	
Serial Number:	87004734	SIOMETRICS	
CORRESPONDENCE DATA			
Fax Number:	2124843990		
<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:	212-484-3900		
Email:	tmdocket@arentfox.com		
Correspondent Name:	Arent Fox LLP		
Address Line 1:	1675 Broadway		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	037900.00690		
NAME OF SUBMITTER:	Michelle Mancino Marsh		
SIGNATURE:	/Michelle Mancino Marsh/		
DATE SIGNED:	11/10/2016		

OP \$140.00 78920630

Total Attachments: 6

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Exhibit A
Trademark Assignment

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (“Trademark Assignment”) is made, entered into, and effective as of this 16th day of August 2016 (the “Effective Date”), by and between **SYPRIS ELECTRONICS, LLC**, a Delaware limited liability company (“Assignor”), and **ANALOG DEVICES, INC.**, a Massachusetts corporation (“Assignee”).

RECITALS

A. Pursuant to that certain Asset Purchase Agreement, dated as of the date hereof, by and between Assignor and Assignee, and joined by Sypris Solutions, Inc., a Delaware corporation (“Parent”) for purposes stated therein (the “Purchase Agreement”), Assignor has agreed to sell, transfer, convey, assign and deliver to Assignee certain assets, including the “Acquired Intellectual Property” more particularly described therein.

B. Assignor desires to assign, convey, and transfer to Assignee and Assignee desires to receive from Assignor all rights and title to the Marks (as defined below) used in the operation of Assignor’s business.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, Assignor and Assignee hereby agree as follows:

1. ASSIGNMENT. Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts from Assignor: (a) the trademarks and service marks set forth in Exhibit A (collectively, the “Marks”), which such Exhibit A is attached hereto and incorporated herein by reference; (b) all registrations for the Marks; (c) all rights, title, and interest in and to the Marks, including, without limitation, the rights to bring and maintain any and all causes of action, claims, and demands for infringements or other violations of rights in the Marks arising under the federal, state, or common law of the United States of America, and to receive any and all damages or other recovery resulting therefrom including damages from prior to the date of this conveyance (and Assignor hereby waives any right to receive any portion of such damages or other recovery); and (d) all goodwill associated with and symbolized by the Marks.

2. COVENANT. Assignor covenants that Assignor has the right to enter into this Trademark Assignment and further agrees, without further consideration, to cause such other lawful acts to be performed and such further assignments and other lawful documents to be executed, as Assignee may from time to time reasonably request to effect fully this Trademark Assignment and to permit Assignee to be duly recorded as the legal and record owner of each of the rights hereby conveyed.

3. NO MODIFICATION OF PURCHASE AGREEMENT. This Trademark Assignment is delivered pursuant to the Purchase Agreement and is subject in all respects to the provisions

thereof and is not meant to alter, enlarge or otherwise modify the provisions of the Purchase Agreement.

4. COUNTERPARTS. This Trademark Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

5. GOVERNING LAW. This Agreement, and any subsequent amendments or modifications to this Agreement, shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its or any other jurisdiction's conflict of laws rules or principles.

[Signature Page Immediately Follows]

IN WITNESS WHEREOF, Assignor and Assignee, each with the intent to be legally bound, have entered into and executed this Trademark Assignment as of the Effective Date.

SYPRIS ELECTRONICS, LLC

ANALOG DEVICES, INC.

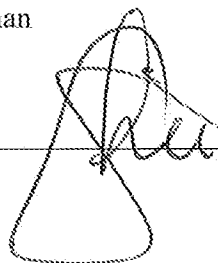
Name: Jeffrey T. Gill

Name: David A. Zinsner

Title: Chairman

Title: SVP and Chief Financial Officer

Signature: _____

Handwritten signature of Jeffrey T. Gill, consisting of a large, stylized 'J' and 'G'.

Signature: _____

IN WITNESS WHEREOF, Assignor and Assignee, each with the intent to be legally bound, have entered into and executed this Trademark Assignment as of the Effective Date.

SYPRIS ELECTRONICS, LLC

ANALOG DEVICES, INC.

Name: Jeffrey T. Gill

Name: David A. Zinsner

Title: Chairman

Title: SVP and Chief Financial Officer

Signature: _____

Signature:  _____

EXHIBIT A

Trademarks

<u>Holder</u>	<u>Trademark</u>	<u>Registration / Serial No.</u>	<u>Date of Registration / Filing</u>	<u>Country of Registration</u>
Sypris Electronics, LLC	"RASKL" word mark	Registration#: 3,633,291 Serial#:78920630	Registration Date: 06/02/2009 Filing Date: 06/30/2006	U.S.A
	CYBER RESILIENCY	Registration#: 3,960,039 Serial#:77922111	Registration Date: 05/10/2011 Filing Date: 01/28/2010	U.S.A
	Sypher	Serial#: 86067107	Allowed: 5/06/2014 SOU or Fifth Extension Due: 11/06/2016	U.S.A
	Keystone	Serial#: 86063647	Allowed: 4/08/2014 SOU or Fifth Extension Due: 10/08/2016	U.S.A
	SIOMETRICS	Serial#: 87004734	Filing Date: 04/18/2016	U.S.A