

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM418117

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mesa Laboratories, Inc.		03/01/2017	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 SOUTH DEARBORN		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 40			
Property Type	Number	Word Mark	
Registration Number:	5030364	OMNI	
Registration Number:	4998696	VIEWPOINT	
Registration Number:	4655184	SURETORQUE	
Registration Number:	4501577	SCC	
Registration Number:	4501582	VSCC	
Registration Number:	4505008	MINIPM	
Registration Number:	4505010	HIVOLCAL	
Registration Number:	4501587	VM	
Registration Number:	4505009	DELTACAL	
Registration Number:	4532581	VM	
Registration Number:	4501589	GK	
Registration Number:	4414614	BIOVIEW	
Registration Number:	4437363	DIALYGUARD	
Registration Number:	4415596		
Registration Number:	4407943	MESALABS	
Registration Number:	4037883	APEX	
Registration Number:	4069814	MESA LABS	
Registration Number:	4069815	MESA LABS	
Registration Number:	4082453	DATATRACE	

CH \$1015.00 5030364

Property Type	Number	Word Mark
Registration Number:	4014851	EZTEST
Registration Number:	3924605	SMART-READ
Registration Number:	3690908	SMART-READ EZTEST
Registration Number:	3355892	THE CHALLENGER
Registration Number:	3323676	TETRACAL
Registration Number:	3325397	DRIAMP
Registration Number:	3325377	STERILFLEX
Registration Number:	3366301	SMART-WELL
Registration Number:	2532110	DRYCAL
Registration Number:	2551584	MAGNAAMP
Registration Number:	2434814	RELEASAT
Registration Number:	2516142	PROCESS CHALLENGE DEVICES
Registration Number:	2641458	PCD
Registration Number:	1837759	TORQO
Registration Number:	1647985	EZTEST
Registration Number:	1660494	STERILAMP
Serial Number:	87230444	DRIAMP
Serial Number:	87178131	OXY-BI
Serial Number:	86958657	FLEXCAL
Serial Number:	86778617	EXPOSURE
Serial Number:	86724011	CHECKPOINT

CORRESPONDENCE DATA

Fax Number: 2149813400

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.

Phone: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin LLP

Address Line 2: 2021 McKinney Ave., Suite 2000

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 36084-30031

NAME OF SUBMITTER: Dusan Clark

SIGNATURE: /Dusan Clark/

DATE SIGNED: 03/02/2017

Total Attachments: 7

source=MLAB_Confirmatory Grant of re Trademarks (Executed)#page1.tif

source=MLAB_Confirmatory Grant of re Trademarks (Executed)#page2.tif

source=MLAB_Confirmatory Grant of re Trademarks (Executed)#page3.tif

source=MLAB_ Confirmatory Grant of re Trademarks (Executed)#page4.tif

source=MLAB_ Confirmatory Grant of re Trademarks (Executed)#page5.tif

source=MLAB_ Confirmatory Grant of re Trademarks (Executed)#page6.tif

source=MLAB_ Confirmatory Grant of re Trademarks (Executed)#page7.tif

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

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the “Confirmatory Grant”) is made effective as of March 1, 2017 by and from MESA LABORATORIES, INC., a Colorado corporation (the “Grantor”), to and in favor of JPMORGAN CHASE BANK, N.A., (the “Grantee”) for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below).

WHEREAS, the Grantor, the other Loan Parties, the Lenders and Grantee have entered into a Credit Agreement dated as of March 1, 2017 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

WHEREAS, the Grantor and the other Loan Parties have entered into a Pledge and Security Agreement dated as of March 1, 2017 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, the Grantor owns the trademarks (the “Trademarks”) listed on Exhibit A attached hereto, which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of 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.

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 not defined herein shall have the respective meanings given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the prompt and complete performance and payment of all the Secured Obligations. Upon payment in full of all Secured Obligations, the security interest acquired by Grantee under this Confirmatory Grant shall be automatically released and Grantee shall promptly execute, acknowledge, and deliver to Grantor all reasonably requested instruments, in writing or otherwise, evidencing such release.


(b) The Grantor hereby grants to Grantee a security interest in all of Grantor's right, title and interest in and to (1) the Trademarks, (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same. Nothing herein shall limit the Grantor's grant of a security interest in the foregoing assets or any other Collateral in favor of the Grantee to secure the Secured Obligations pursuant to the Security Agreement or any other Collateral Documents, all of which grants are hereby reaffirmed, ratified and confirmed.

3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest in United States Patents effective as of the date first written above.

MESA LABORATORIES, INC.

By: 
Name: John Sakts
Title: CFO

Signature Page to Confirmatory Grant of Security Interest in United States Trademarks

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

MARK/CLASS	SER/REG NO	DATED	STATUS
DRIAMP	(Ser 87230444)		PENDING
OXY-BI	(Ser 87178131)		PENDING INTENT TO USE
FLEXCAL	(Ser 86958657)		PUBLISHED INTENT TO USE
OMNI	5030364 (Ser 86807109)	30-AUG-2016	REGISTERED
EXPOSURE	(Ser 86778617)		PUBLISHED (PENDING)
CHECKPOINT	(Ser 86724011)		PENDING
VIEWPOINT	4998696 (Ser 86218083)	12-JUL-2016	REGISTERED
SURETORQUE	4655184 (Ser 86099718)	16-DEC-2014	REGISTERED
SCC	4501577 (Ser 86038097)	25-MAR-2014	REGISTERED
VSCC	4501582 (Ser 86038117)	25-MAR-2014	REGISTERED
MINIPM	4505008 (Ser 86038123)	01-APR-2014	REGISTERED
HIVOLCAL	4505010 (Ser 86038138)	01-APR-2014	REGISTERED
VM 	4501587 (Ser 86038144)	25-MAR-2014	REGISTERED

MARK/CLASS	SER/REG NO	DATED	STATUS
DELTACAL	4505009 (Ser 86038131)	01-APR-2014	REGISTERED
VM 	4532581 (Ser 86038159)	20-MAY-2014	REGISTERED
GK	4501589 (Ser 86038171)	25-MAR-2014	REGISTERED
BIOVIEW	4414614 (Ser 85867240)	08-OCT-2013	REGISTERED
DIALYGUARD	4437363 (Ser 85691332)	19-NOV-2013	REGISTERED
Design Only 	4415596 (Ser 85617458)	08-OCT-2013	REGISTERED
MESALABS 	4407943 (Ser 85617487)	24-SEP-2013	REGISTERED
APEX	4037883 (Ser 85248778)	11-OCT-2011	REGISTERED
MESA LABS	4069814 (Ser 85226940)	13-DEC-2011	REGISTERED
MESA LABS 	4069815 (Ser 85227046)	13-DEC-2011	REGISTERED
DATATRACE	4082453 (Ser 85216404)	10-JAN-2012	REGISTERED
EZTEST	4014851 (Ser 85081562)	23-AUG-2011	REGISTERED

MARK/CLASS	SER/REG NO	DATED	STATUS
SMART-READ	3924605 (Ser 77891689)	01-MAR-2011	REGISTERED
SMART-READ EZTEST	3690908 (Ser 76691986)	06-OCT-2009	REGISTERED
THE CHALLENGER	3355892 (Ser 77153117)	18-DEC-2007	REGISTERED
TETRACAL 	3323676 (Ser 77128231)	30-OCT-2007	REGISTERED
DRIAMP 	3325397 (Ser 76661751)	30-OCT-2007	REGISTERED
STERILFLEX	3325377 (Ser 76657610)	30-OCT-2007	REGISTERED
SMART-WELL	3366301 (Ser 76647973)	08-JAN-2008	REGISTERED
DRYCAL	2532110 (Ser 76268611)	22-JAN-2002	REGISTERED
MAGNAAMP	2551584 (Ser 75791143)	26-MAR-2002	REGISTERED
RELEASAT	2434814 (Ser 75791142)	13-MAR-2001	REGISTERED
PROCESS CHALLENGE DEVICES	2516142 (Ser 75625277)	11-DEC-2001	REGISTERED
PCD	2641458 (Ser 75625283)	29-OCT-2002	REGISTERED
TORQO	1837759 (Ser 74366327)	31-MAY-1994	REGISTERED

MARK/CLASS	SER/REG NO	DATED	STATUS
EZTEST	1647985 (Ser 74063633)	18-JUN-1991	REGISTERED
STERILAMP	1660494 (Ser 74063634)	15-OCT-1991	REGISTERED