

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM421932

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sigmatron International, Inc.		03/31/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	209 S. LaSalle St., Suite 300		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60604		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4403407	SIGMATRON INTERNATIONAL PDR PRODUCTION D	
Registration Number:	4403406	SIGMATRON INTERNATIONAL SCORE	
Registration Number:	4399443	ONE SOURCE. GLOBAL OPTIONS.	
Registration Number:	3520177	SIGMATRON	
Registration Number:	3520173	SIGMATRON	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3128637141		
Email:	kristen.lange@goldbergkohn.com		
Correspondent Name:	Kristen N. Lange, Paralegal		
Address Line 1:	c/o Goldberg Kohn, Ltd. 55 E. Monroe St.		
Address Line 2:	Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	2834.301		
NAME OF SUBMITTER:	Kristen N. Lange		
SIGNATURE:	/kristenlange/		
DATE SIGNED:	03/31/2017		

OP \$140.00 4403407

Total Attachments: 5

source=Executed Trademark Security Agreement#page1.tif

source=Executed Trademark Security Agreement#page2.tif

source=Executed Trademark Security Agreement#page3.tif

source=Executed Trademark Security Agreement#page4.tif

source=Executed Trademark Security Agreement#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is made as of March 31, 2017, by and between SIGMATRON INTERNATIONAL, INC., a Delaware corporation (the "Grantor"), in favor of U.S. BANK NATIONAL ASSOCIATION, as the lender (in such capacity, together with its successors and permitted assigns, "Bank").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") between Grantor and Bank, Bank has agreed to make certain loans and other financial accommodations for the benefit of the Borrower.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Borrower's Obligations, Grantor hereby grants to Bank a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. AGREEMENT; SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests in the Collateral granted to Bank pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

5. SEVERABILITY. In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

6. ASSIGNMENTS. This Agreement shall create a continuing lien on and security interest in the Trademark Collateral and shall be binding upon Grantor and its successors and assigns and shall inure to the benefit of the Bank and its successors and permitted assigns.

7. GOVERNING LAW. This Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the internal laws of the State of Illinois, but giving effect to federal laws applicable to national banks.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SIGMATRON INTERNATIONAL, INC.

By: Linda K. Frauendorfer
Name: Linda K. Frauendorfer
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

U.S. BANK NATIONAL ASSOCIATION, as the
lender

By: 
Name: Lynne Ciaccia
Title: Authorized Officer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

MARK	SERIAL NUMBER	REGISTRATION NUMBER	REGIS. DATE	OWNER INFORMATION
SIGMATRON INTERNATIONAL PDR PRODUCTION DRIVEN REPLENISHMENT	85858353	4403407	9/17/13	Sigmatron International, Inc.
SIGMATRON INTERNATIONAL SCORE	85858340	4403406	9/17/13	Sigmatron International, Inc.
ONE SOURCE. GLOBAL OPTIONS.	85832406	4399443	9/10/13	Sigmatron International, Inc.
SIGMATRON	77430680	3520177	10/21/08	SigmaTron International, Inc.
SIGMATRON	77430662	3520173	10/21/08	SigmaTron International, Inc.

TRADEMARK APPLICATIONS

None