

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM474588

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Key Technology, Inc.		05/17/2018	Corporation: OREGON
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	1836663	ADR	
Registration Number:	4403447	BIOPRINT	
Registration Number:	2122198	C-BELT	
Registration Number:	4186704	IMPULSE	
Registration Number:	1468019	ISO-DRIVE	
Registration Number:	1218118	ISO-FLO	
Registration Number:	4602968	KEY TECHNOLOGY	
Registration Number:	2152848	KEYWARE	
Registration Number:	3541537	MANTA	
Registration Number:	2652624	OPTYX	
Serial Number:	87447567	PIXEL FUSION	
Registration Number:	3473335	PULSESCRUBBER	
Registration Number:	4335626	REMOTEMD	
Registration Number:	3279986	SMART SHAKER	
Registration Number:	2606161	SMART-SHAKER	
Registration Number:	3837597	SMARTARM	
Serial Number:	87447510	SORT-TO-GRADE	
Registration Number:	3396003	SYMETIX	
Registration Number:	2054106	TEGRA	

OP \$640.00 1836663

Property Type	Number	Word Mark
Registration Number:	2275639	TURBO-FLO
Registration Number:	3633185	VERISYM
Registration Number:	4966172	VERYX
Registration Number:	4522065	VITISORT
Registration Number:	2266637	SOLUTIONS IN PROCESS
Registration Number:	1622138	OMS

CORRESPONDENCE DATA

Fax Number: 8009144240
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: 800-713-0755
Email: Michael.Violet@wolterskluwer.com
Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	05/18/2018

Total Attachments: 7
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Key Technology, Inc.

- Individual(s)
- Partnership
- Corporation- State: OR
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) May 17, 2018

- Assignment
- Security Agreement
- Other First Lien Security Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Jefferies Finance LLC

Street Address: 520 Madison Avenue

City: New York

State: NY

Country: USA Zip: 10022

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

25

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

May 17, 2018
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of May 17, 2018 (this “Agreement”), among Key Technology, Inc. (the “Grantor”) and JEFFERIES FINANCE LLC, as first lien collateral agent (in such capacity, the “First Lien Collateral Agent”).

Reference is hereby made to that certain First Lien Credit Agreement dated as of July 19, 2017 (as amended, supplemented or otherwise modified from time to time, the “First Lien Credit Agreement”) among WP DELUXE HOLDINGS, INC., a Delaware corporation (“Initial Holdings”), WP DELUXE MERGER SUB, INC., a Delaware corporation (the “Borrower”), which on the Effective Date shall be merged with and into Engineered Machinery Holdings, Inc., a Delaware corporation, with Engineered Machinery Holdings, Inc. surviving such merger and continuing as the Borrower, the lenders from time to time party thereto and JEFFERIES FINANCE LLC, as First Lien Administrative Agent and First Lien Collateral Agent, and that certain First Lien Collateral Agreement dated as of July 19, 2017 (as amended, supplemented or otherwise modified from time to time, the “First Lien Collateral Agreement”) among Initial Holdings, the Borrower, the Grantors party thereto and the First Lien Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the First Lien Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the First Lien Credit Agreement and the First Lien Collateral Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the First Lien Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the First Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under all Trademarks, including those listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark or Trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use Trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the First Lien Collateral Agreement, upon the Termination Date, the security interest granted herein shall terminate and the First Lien Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. First Lien Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the First Lien Collateral Agent with respect to the Trademark Collateral are more fully set forth in the First Lien Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the First Lien Collateral Agreement, the terms of the First Lien Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.


SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

KEY TECHNOLOGY, INC., as Grantor

By: _____


Name: Craig Reuther

Title: Chief Financial Officer, Treasurer
and Secretary

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 006332 FRAME: 0607

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

JEFFERIES FINANCE LLC, as First Lien
Collateral Agent

By: _____
Name: Paul Chisholm
Title: Managing Director

By: Paul Chisholm
Name: Paul Chisholm
Title: Managing Director

Schedule I

United States Registered and Applied-For Trademarks

	Trademark Name	Registration No./Application No./Publication No.	Registered Owner/Applicant
1.	ADR	1836663	Key Technology, Inc.
2.	BIOPRINT	4403447	Key Technology, Inc.
3.	C-BELT	2122198	Key Technology, Inc.
4.	IMPULSE	4186704	Key Technology, Inc.
5.	ISO-DRIVE	1468019	Key Technology, Inc.
6.	ISO-FLO	1218118	Key Technology, Inc.
7.	KEY TECHNOLOGY AND DESIGN	4602968	Key Technology, Inc.
8.	KEYWARE	2152848	Key Technology, Inc.
9.	MANTA	3541537	Key Technology, Inc.
10.	OPTYX	2652624	Key Technology, Inc.
11.	PIXEL FUSION	87447567	Key Technology, Inc.
12.	PULSESCRUBBER	3473335	Key Technology, Inc.
13.	REMOTEMD	4335626	Key Technology, Inc.
14.	SMART SHAKER	3279986	Key Technology, Inc.
15.	SMART-SHAKER	2606161	Key Technology, Inc.
16.	SMARTARM	3837597	Key Technology, Inc.
17.	SORT-TO-GRADE	87447510	Key Technology, Inc.
18.	SYMETIX	3396003	Key Technology, Inc.
19.	TEGRA	2054106	Key Technology, Inc.
20.	TURBO-FLO	2275639	Key Technology, Inc.
21.	VERISYM	3633185	Key Technology, Inc.

[Schedule I to First Lien Trademark Security Agreement]

	Trademark Name	Registration No./Application No./Publication No.	Registered Owner/Applicant
22.	VERYX	4966172	Key Technology, Inc.
23.	VITISORT	4522065	Key Technology, Inc.
24.	SOLUTIONS IN PROCESS	2266637	Key Technology, Inc.
25.	OMS	1622138	Key Technology, Inc.

[Schedule I to First Lien Trademark Security Agreement]