

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM491807

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MECMESIN LIMITED		09/28/2018	Company: ENGLAND AND WALES
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK, as Security Agent		
Street Address:	3003 Tasman Drive		
Internal Address:	HF 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2513677	MECMESIN	
Registration Number:	5341501	VECTORPRO	
Serial Number:	87294287	OMNITEST	
Serial Number:	87643436	OMNITORQUE	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Melony Sot		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	Cogency Global Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F179603 TM		
NAME OF SUBMITTER:	Andrew Nash		
SIGNATURE:	/Andrew Nash/		
DATE SIGNED:	09/28/2018		

OP \$115.00 2513677

Total Attachments: 5

source=Closing Copy - U.S. Intellectual Property Security Agreement - MecMesin#page1.tif

source=Closing Copy - U.S. Intellectual Property Security Agreement - MecMesin#page2.tif

source=Closing Copy - U.S. Intellectual Property Security Agreement - MecMesin#page3.tif

source=Closing Copy - U.S. Intellectual Property Security Agreement - MecMesin#page4.tif

source=Closing Copy - U.S. Intellectual Property Security Agreement - MecMesin#page5.tif

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement") is entered into as of September 28, 2018 by and between **SILICON VALLEY BANK** as security trustee (together with its successors, in such capacity, the "Security Agent") for the Secured Parties (as defined in the Facilities Agreement, defined below), and **MECMESIN LIMITED**, a company incorporated in England and Wales ("Grantor").

RECITALS

A. As of the date hereof, the Grantor has acceded as an additional borrower to the Senior Facilities Agreement, dated as of September 4, 2018 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Facilities Agreement"), among **BV PPT HOLDINGS LTD.**, a company incorporated in England and Wales (registered number 9209152) with its registered office at 3rd Floor, 1 Ashley Road, Altrincham, Cheshire WA14 2DT (the "Parent"), the Borrowers (as defined in the Facilities Agreement) from time to time party thereto (together with the Grantor, each a "Borrower" and collectively, the "Borrowers"), the Guarantors (as defined in the Facilities Agreement) from time to time party thereto (each a "Guarantor" and collectively, the "Guarantors"), the Security Agent and certain other parties thereto. Pursuant to the Facilities Agreement, the Secured Parties (as defined in the Facilities Agreement) have agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to the Borrowers in the amounts and manner set forth therein. As a condition precedent to the accession of Grantor to the Facilities Agreement, Grantor shall grant to the Security Agent, for the ratable benefit of the Secured Parties, a security interest in its Trademarks (as described below) to secure the obligations of Grantor. Capitalized terms used herein but not otherwise defined herein are used as defined in the Facilities Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor's obligations to the Secured Parties, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations to the Secured Parties, Grantor grants and pledges to Security Agent, for the ratable benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest in the following (collectively, the "Intellectual Property Collateral"):

(a) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Trademarks");

(b) All amendments, extensions, renewals and extensions of the Trademarks; and

(c) All proceeds and products of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Trademarks and any other applicable government officials to record and register this Agreement upon request by Security Agent.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Facilities Agreement, which is hereby incorporated by reference. The provisions of the Facilities Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Security Agent with respect to the Intellectual Property Collateral are as provided by the Facilities Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in 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 counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. GOVERNING LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE UNITED STATES AND THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF NEW YORK OR ANY OTHER JURISDICTION).

IN WITNESS WHEREOF, the parties have caused this Trademark Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

MECMESIN LIMITED

By: 
Name: Donald Templeman
Title: Director

SECURITY AGENT:

SILICON VALLEY BANK

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have caused this Trademark Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

MECMESIN LIMITED

By: _____
Name:
Title:

SECURITY AGENT:

SILICON VALLEY BANK

By: *[Signature]* _____
Name:
Title:

EXHIBIT A

Trademarks

Mark	Application or Registration?	Application/Registration No.	Date of Filing
MECMESIN	Registration	2513677	04/12/2001
OmniTest	Application	Application No. 87294287	09/01/2017
OmniTorque	Application	Application No. 87643436	12/10/2017
VectorPro	Registration	5341501	21/11/2017

2372603.1