

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM497472

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST - - TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MC Test Service, Inc.		11/08/2018	Corporation: FLORIDA
SMTC Corporation		11/08/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TCW Asset Management Company LLC, as collateral agent		
Street Address:	200 Clarendon Street		
Internal Address:	51st Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4743593	MANUFACTURING PARTNER TO INNOVATORS	
Registration Number:	3689253		
Registration Number:	2654751	SMTC	
Registration Number:	4170635	MC ASSEMBLY	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<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:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	19th Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	059182-0081		
NAME OF SUBMITTER:	Scott Kareff (059182-0081)		
SIGNATURE:	/kc for sk/		
DATE SIGNED:	11/08/2018		

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Total Attachments: 3

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GRANT OF SECURITY INTEREST - - TRADEMARKS

WHEREAS, MC Test Services, Inc. and SMTC Corporation (each, a "Grantor" and collectively, the "Grantors") have adopted, used and are using, and hold all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, each Grantor has entered into a Pledge and Security Agreement, dated November 8, 2018 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of TCW Asset Management Company LLC, as the Collateral Agent (in such capacity, together with its successors and assigns, if any, the "Assignee"); and

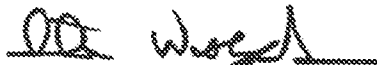
WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of such Grantor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of November 8, 2018.

MC TEST SERVICE, INC.

By: 

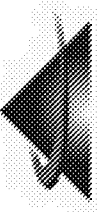
Name: Steven Michael Waszak
Title: Chief Financial Officer

SMTC CORPORATION

By: 

Name: Steven Michael Waszak
Title: Chief Financial Officer

SCHEDULE A TO GRANT OF SECURITY

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Assignees</u>
SMTC Corporation	United States	MANUFACTURING PARTNER TO INNOVATORS	4,743,593	10/10/2014	05/26/2015	N/A
	United States		3,689,253	03/16/2009	09/29/2009	N/A
	United States	smtc	2,654,751	02/10/2000	11/26/2002	N/A
MC Test Service, Inc.	United States	MC ASSEMBLY	4,170,635	9/6/11	7/10/12	N/A
	United States (Alabama)	MC ASSEMBLY	112-681	8/22/11	8/22/11	N/A

DOC ID - 29559158.4