

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM497744

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
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:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
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:	2158325619		
<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:	2155695619		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye		
Address Line 1:	One Logan Square, 8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	074658-01845		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
SIGNATURE:	/Timothy D. Pecsénye/		
DATE SIGNED:	11/12/2018		

OP \$115.00 4743593

Total Attachments: 6

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PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This Patent, Trademark and Copyright Security Agreement (this "Agreement") is made as of this 8th day of November, 2018, by the Grantors listed on the signature pages hereof (jointly and severally, the "Grantors" and each individually a "Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

WHEREAS, pursuant to that certain Amended and Restated Revolving Credit and Security Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") among SMTC CORPORATION, a corporation organized under the laws of the State of Delaware ("SMTC"), SMTC MANUFACTURING CORPORATION OF CALIFORNIA, a corporation organized under the laws of the State of California ("SMTC California"), SMTC MEX HOLDINGS, INC., a corporation organized under the laws of the State of Delaware ("SMTC Mex"), HTM HOLDINGS INC. a corporation organized under the laws of the State of Delaware ("HTM"), MC TEST SERVICE, INC., a corporation organized under the laws of the State of Florida ("MC Test"), MC ASSEMBLY INTERNATIONAL, LLC, a limited liability company under the laws of the State of Delaware ("MC Assembly International"), MC ASSEMBLY LLC, a limited liability company organized under the State of Delaware ("MC Assembly" and together with SMTC, SMTC California, SMTC Mex, HTM, MC Test, and MC Assembly International, and each other Person joined thereto as a borrower from time to time, each a "Borrower" and collectively the "Borrowers"), the various financial institutions named therein or which hereafter become a party thereto as lenders ("Lenders") and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lenders, this Agreement.

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, each 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 Credit Agreement.

2. GRANT AND REAFFIRMATION OF SECURITY INTEREST. To secure the payment and performance of the Obligations under the Credit Agreement, each Grantor hereby grants to Agent for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement of a continuing security interest in and Lien on all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "IP Collateral"), with power of sale to the extent permitted by law:

(a) all of such Grantor's patents and patent applications (collectively, "Patents"), including without limitation those referred to on Schedule I hereto;

(b) all of such Grantor's trademarks, trademark applications, service marks, trade names, mask works (collectively, "Trademarks"), including without limitation those referred to on Schedule I hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;

(c) all of such Grantor's copyrights and copyright applications (collectively, "Copyrights") and all of the goodwill of the business connected with the use of, and symbolized by, each Copyright, including without limitation those referred to on Schedule I hereto;

(d) all reissues, continuations or extensions of the foregoing; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark, any Patent, any Trademark licensed under any Trademark License, or any Patent licensed under any Patent License.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations under the Credit Agreement, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lenders or any of them pursuant to the Credit Agreement.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. REPRESENTATIONS, WARRANTIES AND AGREEMENTS. Each Grantor hereby represents and warrants to, and agrees with Agent and Lenders as follows: Schedule I hereto accurately lists all registered Patents, Copyrights and Trademarks of the Grantors as of the date hereof.

6. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new IP Collateral, this Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new IP Collateral. Without limiting Grantors' obligations under this Section 6, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new IP Collateral of Grantors identified in such written notice provided by Grantors. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all IP Collateral, whether or not listed on Schedule I.

7. GOVERNING LAW. This Agreement shall be construed in accordance with and governed by the laws of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

8. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts

shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

9. CONSTRUCTION. Unless the context of this Agreement or any Other Document clearly requires otherwise, the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference herein to any Person shall be construed to include such Person’s successors and assigns.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

SMTC CORPORATION

By: SM Waszak
Name: Steven Michael Waszak
Title: Chief Financial Officer

MC TEST SERVICE, INC.

By: SM Waszak
Name: Steven Michael Waszak
Title: Chief Financial Officer

ACCEPTED AND
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 

Name: Diane Shaak


Title: Senior Vice President

SCHEDULE I
TO
PATENT AND TRADEMARK SECURITY AGREEMENT

I. Patents and Patent Applications

Application Number	Patent Number	Issue or Registration Date	Title	Inventors	Owner	Country
N/A						

II. Trademarks and Trademark Applications

Mark	Owner	Registration or Serial Number	Jurisdiction
MANUFACTURING PARTNER TO INNOVATORS	SMTC Corporation	4,743,593	United States
	SMTC Corporation	3,689,253	United States
SMTC	SMTC Corporation	2,654,751	United States
MC ASSEMBLY	MC Test Service, Inc.	4,170,635	United States
MC ASSEMBLY	MC Test Service, Inc.	112-681	United States (Alabama)

III. Copyrights and Copyright Applications

Title	Copyright Registration Number	Registered	Published
N/A			