

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM636947

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF A SECURITY INTEREST --TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SMTC Corporation		04/05/2021	Corporation: DELAWARE
MC Test Service, Inc.		04/05/2021	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Cerberus Business Finance Agency, LLC		
Street Address:	919 THIRD AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2654751	SMTC	
Registration Number:	4743593	MANUFACTURING PARTNER TO INNOVATORS	
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:	2127562132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. KAREFF C/O SCHULTE ROTH & ZABEL LLP		
Address Line 1:	919 THIRD AVENUE		
Address Line 2:	25TH FLOOR		
Address Line 4:	NEW YORK, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	014951.2034		
NAME OF SUBMITTER:	SCOTT KAREFF (014951/2034)		
SIGNATURE:	/rr for sk/		
DATE SIGNED:	04/05/2021		
Total Attachments: 4			

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GRANT OF A SECURITY INTEREST --TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of April 5, 2021, by (i) SMTC Corporation, and (ii) MC Test Service, Inc. (individually a "Grantor" and collectively the "Grantors"), in favor of Cerberus Business Finance Agency, LLC, in its capacity as collateral agent for the Secured Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, Grantors own 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 "Current Trademarks");

WHEREAS, the Grantors may hereafter acquire rights, titles or interests in and to additional trademarks and service marks that are registered or applied for in the United States Patent and Trademark Office (the "Hereafter Acquired Trademarks" and together with the Current Trademarks, the "Trademarks");

WHEREAS, the Grantors have entered into a Pledge and Security Agreement, dated April 5, 2021 (as amended, restated, amended and restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee, as the Collateral Agent for itself and the Secured Parties; and

WHEREAS, pursuant to the Security Agreement, the Grantors have granted to the Grantee for the benefit of the Secured Parties (each such term as defined in the Security Agreement), a continuing security interest in all Trademarks, together with all goodwill associated therewith and symbolized thereby and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action arising out of or relating to any infringement thereof and any and rights to recover from past, present and future violations thereof (the "IP Collateral"), as collateral security for the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby pledge and grant to the Grantee, for the benefit of the Secured Parties, a continuing security interest in the IP Collateral (other than, to the extent provided in the Security Agreement, any Excluded Property).

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the IP 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.


THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


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

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by an officer thereunto duly authorized as of the date first set forth above.

SMTC CORPORATION, a Delaware corporation,
as Grantor

By: 
Name: Steve Waszak
Title: Chief Financial Officer

MC TEST SERVICE, INC., a Florida corporation,
as Grantor

By: 
Name: Steve Waszak
Title: Chief Financial Officer

SCHEDULE A TO GRANT OF A SECURITY INTEREST

<u>Grantor</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	USA	SMTC	2,654,751	02/10/00	11/26/02	N/A
SMTC Corporation	USA	MANUFACTURING PARTNER TO INNOVATORS	4,743,593	10/10/14	05/26/15	N/A
MC Test Service, Inc.	USA	MC ASSEMBLY	4,170,635	09/06/11	07/10/12	N/A
MC Test Service, Inc.	USA (AL)	MC ASSEMBLY	112-681	08/22/11	08/22/11	N/A