

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM828919

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MACROFAB, INC.		07/21/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PACIFIC WESTERN BANK		
Street Address:	555 S. Mangum Street		
Internal Address:	Suite 1000		
City:	Durham		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	State Chartered Bank: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5071858	MACROFAB	
CORRESPONDENCE DATA			
Fax Number:	9192823941		
<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:	919-314-3086		
Email:	diligencereview@square1bank.com		
Correspondent Name:	PACIFIC WESTERN BANK		
Address Line 1:	555 S. MANGUM STREET		
Address Line 2:	SUITE 1000		
Address Line 4:	DURHAM, NORTH CAROLINA 27701		
NAME OF SUBMITTER:	Nicholas Nance		
SIGNATURE:	/NicholasNance/		
DATE SIGNED:	08/02/2023		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “*Agreement*”) is entered into as of July 21, 2023 by and between **PACIFIC WESTERN BANK**, a California state-chartered bank (“*Bank*”), and **MACROFAB, INC.**, a Delaware corporation (“*Grantor*”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated on or about the date of this Agreement (as the same may be amended, modified or supplemented from time to time, the “*Loan Agreement*”; capitalized terms used but not defined herein are used as defined in the Loan Agreement).

B. Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor grants to Bank a security interest in certain Copyrights, Trademarks, and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor’s right, title, and interest, whether presently existing or hereafter acquired, in, to, and under all of the Collateral.

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 its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Loan Agreement and the other Loan Documents now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title, and interest in, to, and under the Intellectual Property Collateral (including without limitation those Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present, and future infringements, all rights corresponding thereto throughout the world, and all re-issues, divisions, continuations, renewals, extensions, and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement and, to the extent of any inconsistency between the Loan Agreement and this Agreement, the terms of the Loan Agreement will govern. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power, and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in

equity, are cumulative and concurrent and are in addition to every right, power, or remedy provided for herein. The exercise by Bank of any one or more of the rights, powers, or remedies provided for in this Agreement, the Loan Agreement, or any of the other Loan Documents, or now or hereafter existing at law or in equity, will not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers, or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

The terms of Article 11 (Choice of Law and Venue; Jury Trial Waiver), Section 12.2 (Indemnification), Section 12.6 (Counterparts; Electronic Transmission; Electronic Signatures), and Section 12.9 (E-Systems) of the Loan Agreement are incorporated by reference herein, *mutatis mutandis*, and the parties hereto agree to be bound by the terms thereof.

SIGNATURE PAGE FOLLOWS

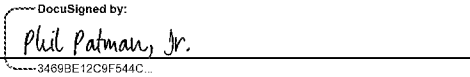
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

11330 Clay Road
Houston, TX 77041
Attn: Chief Financial Officer

GRANTOR:

MACROFAB, INC.

By:  DocuSigned by:
3489BE12C9F544C...

Name: Phil Patman, Jr.

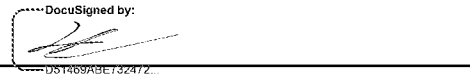
Title: CFO

Address of Bank:

555 S. Mangum Street, Suite 1000
Durham, NC 27701
Attn: Legal Department

BANK:

PACIFIC WESTERN BANK

By:  DocuSigned by:
DS1203ABE73247Z...

Name: Jack McNamara

Title: SVP, Venture Banking

EXHIBIT A
COPYRIGHTS

None

EXHIBIT B

PATENTS

Description	Registration Number	Registration Date
Method and System for Verifying Printed Circuit Board Designs, and Creating or Verifying Related Electronic Component Placement Data for Printed Circuit Board Fabrication and Assembly	10,089,429	10/02/2018

EXHIBIT C
TRADEMARKS

Description	Registration Number	Registration Date
MACROFAB	5071858	11/01/2016