FORM PTO-1618A
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06-03-1999

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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached ~~original document(s) or copy(ies)~~

Submission Type

- [X] New
- [ ] Resubmission (Non-Recordation) Document ID #
- [ ] Correction of PTO Error Reel # Frame #
- [ ] Corrective Document Reel # Frame #

Conveyance Type

- [ ] Assignment
- [ ] License
- [X] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- Effective Date Month Day Year
- [ ] Change of Name
- [ ] Other

Conveying Party

[ ] Mark if additional names of conveying parties attached

Name: QUALMARK CORPORATION

Execution Date Month Day Year: 12-22-98

Formerly:

[ ] Individual [ ] General Partnership [ ] Limited Partnership [ ] Corporation [ ] Association

[ ] Other

[X] Citizenship/State of Incorporation/Organization: COLORADO

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: U.S. BANK NATIONAL ASSOCIATION

DBA/AKA/TA:

Composed of:

Address (line 1): 918 17th Street

Address (line 2):

Address (line 3): DENVER (City) CO (State/Country) 80202 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[ ] Corporation [ ] Association

[X] Other: A NATIONAL BANKING ASSOCIATION

[ ] Citizenship/State of Incorporation/Organization: UNITED STATES

[ ] If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. *(Designation must be a separate document from Assignment.)*

FOR OFFICE USE ONLY

01/19/1999 DNGUYEN 00000212 2024180

01 FC:481 40.00 OP
02 FC:482 125.00 OP
03 FC:990 15.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number 303-585-4627

Name FREDERICK W DAMOUR, ESQ.

Address (line 1) U.S. BANCORP LEGAL DEPARTMENT

Address (line 2) SUITE 600 - CNDT 0635

Address (line 3) 950 17th Street

Address (line 4) DENVER CO 80202

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 6

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
			2,024,180	2,064,227	2,077,178
			2,136,851	2,037,258	2,040,369

Number of Properties

Enter the total number of properties involved. # 6

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 180

Method of Payment: Enclosed [X] Deposit Account ☐

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes ☐ No ☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

FREDERICK W. DAMOUR, ESQ.	Frederick W. Damour	1/5/99
Name of Person Signing	Signature	Date Signed

ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS AND PATENTS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, QUALMARK CORPORATION, a Colorado corporation (the "Assignor") with principal offices at 1329 121st Avenue, Denver, Colorado 80234, hereby assigns and grants U.S. BANK NATIONAL ASSOCIATION, with offices at 918 17th Street, Denver, Colorado 80202 (the "Assignee"), a security interest in (i) all of the Assignor's right, title and interest in and to the United States trademarks and trademark registrations (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Assignor's rights, title and interest in and to the United States patents (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all proceeds and products of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT OF SECURITY INTEREST is made to further secure the satisfactory performance and payment of all the Secured Obligations of the Assignor, as such term is defined in the Borrower's Security Agreement between the Assignor and the Assignee, dated as of December 22, 1998 (as amended from time to time, the "Security Agreement"). Upon the satisfaction of all such Secured Obligations, the Assignee shall execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Assignment of Security Interest.

This Assignment of Security Interest has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The right and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the 22nd Day of December, 1998.

QUALMARK CORPORATION

By: _____
Name: W. Preston Wilson
Title: President and CEO

U.S. BANK NATIONAL ASSOCIATION

By: _____
Name: Melissa S. Forbes
Title: Vice President

I hereby certify this is an exact copy of the original.
FWDawson

STATE OF COLORADO }
} ss.:
CITY AND COUNTY OF DENVER }

On this 22 day of December, 1998, before me personally came W. Preston Welson who, being by me duly sworn, did state as follows: that [s]he is Pres-CEO of QUALMARK CORPORATION, that [s]he is authorized to execute the foregoing Assignment of Security Interest on behalf of said corporation and that [s] he did so by authority of the Board of Directors of said corporation.

Bonda Gates
Notary Public 8-17-2001

TRADEMARK
REEL: 001905 FRAME: 0754

STATE OF COLORADO }
} ss.:
CITY AND COUNTY OF DENVER }

On this 22 day of December, 1998, before me personally came Melissa S Forbes who, being by me duly sworn, did state as follows: that [s]he is Vice President of U.S. BANK NATIONAL ASSOCIATION, that [s]he is authorized to execute the foregoing Assignment of Security Interest on behalf of said corporation and that [s] he did so by authority of the Board of Directors of said corporation.

Bonda Gates

Notary Public 8-17-2001

TRADEMARK
REEL: 001905 FRAME: 0755

SCHEDULE A – TRADEMARKS
(to be provided by Borrower)

MARK	REG. NO.	REG. DATE
Accelerate the Future (41,42)	2, 024,180	12/17/1996
Accelerated Reliability Test Centers (42)	2,064,227	05/20/1997
ARTC (42)	2,077,178	07/08/1997
AUTOSMEAR (07)	2,136,851	02/17/1998
QUALMARK (41,42)	2,037,258	02/11/1997
QUALMARK (09)	2,040,369	02/25/1997

SCHEDULE B – PATENTS
(to be provided by Borrower)

PATENT	PATENT NO.	ISSUE DATE
APPARATUS AND METHOD FOR THERMAL AND VIBRATIONAL STRESS SCREENING	5,675,098	10/07/1997
APPARATUS AND METHOD FOR THERMAL AND VIBRATIONAL STRESS SCREENING	5,540,109	07/30/1996
APPARATUS FOR RAISING SHAKER TABLE WITHIN THERMAL CHAMBER	5,517,857	05/21/1996
EXCITER MOUNTING FOR RANDOM VIBRATION GENERATING TABLE	5,836,202	11/17/1998
EXCITER-MOUNTING FOR SHAKER TABLE	5,589,637	12/31/1996
RANDOM VIBRATION GENERATING APPARATUS	0518954	08/14/1996
RANDOM VIBRATION GENERATING APPARATUS	0 518 954 France	
RANDOM VIBRATION GENERATING APPARATUS	0 518 954 Germany	
RANDOM VIBRATION GENERATING APPARATUS	0 518 954 Italy	
RANDON VIBRATION GENERATING APPARATUS	0 518 954 Luxembourg	
RANDON VIBRATION GENERATING APPARATUS	0 518 954 Sweden	
RANDON VIBRATION GENERATING APPARATUS	0 518 954 United Kingdom	
RANDON VIBRATION GENERATING APPARATUS	5,365,788	11/22/1994

RANDOM VIBRATION GENERATING APPARATUS	5,412,991	05/09/1995
VERSATILE MOUNTING FOR CONTROL CONSOLE FOR TESTING CHAMBER	5,813,541	09/29/1998
RANDOM VIBRATION GENERATING TABLE	5,744,724	04/28/1998