

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Transcat, Inc.		09/20/2012	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	Manufacturers and Traders Trust Company
Street Address:	255 East Avenue
City:	Rochester
State/Country:	NEW YORK
Postal Code:	14604
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3812670	TRANSCAT
Registration Number:	2920736	CALTRAK

CORRESPONDENCE DATA

Fax Number: 3154229331  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 585-419-8636  
 Email: harrisbeachip@harrisbeach.com  
 Correspondent Name: Neal L. Slifkin, Harris Beach PLLC  
 Address Line 1: 99 Garnsey Road  
 Address Line 4: Pittsford, NEW YORK 14534

ATTORNEY DOCKET NUMBER:	262603
NAME OF SUBMITTER:	Neal L. Slifkin
Signature:	/Neal L. Slifkin/

Date:

10/02/2012

Total Attachments: 4

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Trademark Security Agreement"), dated as of September 20, 2012, is made by Transcat, Inc., an Ohio corporation with an address of 35 Vantage Point Drive, Rochester, New York 14624 ("Grantor") in favor of Manufacturers and Traders Trust Company ("Secured Party").

WHEREAS, Grantor and Secured Party have entered into a Credit Facility Agreement dated as of September 20, 2012 (the "Loan Agreement"), and

WHEREAS, as a condition precedent to the making of loans by the Secured Party under the Loan Agreement, Grantor has executed and delivered to the Secured Party that certain Master Security Agreement dated as of September 20, 2012 ("Security Agreement"), and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Secured Party a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office,

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with the Secured Party as follows:

1. Grant of Security. Grantor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title and interest of such Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "Trademark Collateral"):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Secured Party.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the Trademark Collateral are as provided by the Loan Agreement, the Security Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

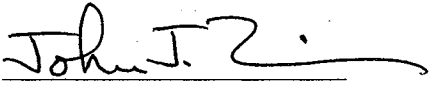
5. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

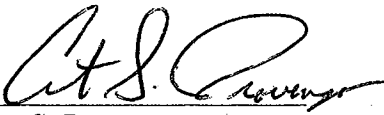
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

TRANSCAT, INC.

By:   
John J. Zimmer  
Senior Vice President of Finance  
and Chief Financial Officer

AGREED TO AND ACCEPTED:

MANUFACTURERS AND TRADERS TRUST COMPANY,

By:   
Curt S. Provenzo  
Vice President

SCHEDULE 1  
TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Transcat	3,812,670 / 77-675,547	7/6/2010
Caltrak	2,920,736 / 78-325,897	1/25/2005