

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3445685

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
SYPRIS ELECTRONICS, LLC		07/02/2015
RECEIVING PARTY DATA		
Name:	MERITOR HEAVY VEHICLE SYSTEMS, LLC	
Street Address:	2135 WEST MAPLE ROAD	
City:	TROY	
State/Country:	MICHIGAN	
Postal Code:	48084	
PROPERTY NUMBERS Total: 21		
Property Type	Number	
Application Number:	12911161	
Application Number:	13832885	
Application Number:	13947071	
Application Number:	13829826	
Application Number:	62037648	
Application Number:	14103599	
Application Number:	14270423	
Application Number:	61988848	
Application Number:	62001979	
Application Number:	62017045	
Application Number:	62037928	
Patent Number:	D591291	
Patent Number:	D586346	
Patent Number:	8328092	
Patent Number:	6892167	
Patent Number:	8285984	
Patent Number:	D645040	
Patent Number:	D645041	
Patent Number:	D641751	
Patent Number:	8756417	

PATENT

Property Type	Number
Patent Number:	8844009

CORRESPONDENCE DATA

Fax Number: (212)541-5369
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.

Phone: 212-408-1156

Email: patents@chadbourn.com

Correspondent Name: JACOB P. MARTINEZ

Address Line 1: 1301 AVENUE OF THE AMERICAS

Address Line 2: C/O CHADBOURNE & PARKE LLP

Address Line 4: NEW YORK, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	14177-066
NAME OF SUBMITTER:	JACOB P. MARTINEZ
SIGNATURE:	/Jacob P. Martinez #57924/
DATE SIGNED:	07/20/2015

Total Attachments: 7

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THIS INSTRUMENT, AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY, ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AGREEMENT DATED JULY 2, 2015 BETWEEN PNC BANK, NATIONAL ASSOCIATION, AS AGENT, AND MERITOR HEAVY VEHICLE SYSTEMS, LLC, AND CONSENTED TO BY THE BORROWERS DEFINED THEREIN.

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement"), dated as of July 2, 2015, is made by SYPRIS TECHNOLOGIES, INC., a Delaware corporation, and SYPRIS ELECTRONICS, LLC, a Delaware limited liability company (each individually a "Grantor" and collectively the "Grantors"), in favor of MERITOR HEAVY VEHICLE SYSTEMS, LLC, a Delaware limited liability company (together with its successors, the "Lender").

RECITALS

A. The Grantors, the other Borrowers party thereto, and the Lender are parties to that certain Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") and that certain related Promissory Note of even date herewith made by the Grantors and the other Makers named therein, payable to the order of the Lender in the face principal amount of Three Million Forty-Six Thousand Eight Hundred and Seven Dollars and Sixty-One Cents (\$3,046,807.61) (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Note"), which evidences indebtedness owing the Lender, and the Grantors and other Borrowers have granted to the Lender, security interests in (among other assets) all or substantially all of the General Intangibles of the Grantors and the other Borrowers.

B. Pursuant to the Security Agreement and/or the Note, each Grantor has agreed to execute and deliver this Patent Security Agreement to the Lender for filing with the PTO and with any other relevant recording systems in any domestic jurisdiction, and as further evidence of and to effectuate the Lender's security interests in the Patents and other General Intangibles described herein.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, each Grantor hereby agrees in favor of the Lender, as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Note and/or Security Agreement, as applicable. As used in this Agreement, the following terms shall have the following meanings:

(a) "Patents" means patents and patent applications, including, (i) the patents and patent applications listed on Schedule I hereto and made a part hereof, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the

right to sue for past, present and future infringements and dilutions thereof, and (v) all of each Grantor's rights corresponding thereto throughout the world.

(b) "PTO" means the United States Patent and Trademark Office.

2. GRANT OF SECURITY INTEREST. Each Grantor hereby grants to the Lender, a continuing security interest in 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 "Patent Collateral"):

- (a) all of its Patents, including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing; and
- (c) 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 Patent or any Patent licensed under any intellectual property license.

Each Grantor represents and warrants to the Lender that the Patents listed on Schedule I are owned by a Grantor.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the lien created hereby secures the payment and performance of the Note and all of the other Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Note and all of the other Secured Obligations and would be owed by Borrowers, Grantors, or any of them, to the Lender, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. SUPPLEMENT TO SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AFTER-ACQUIRED COLLATERAL. If any Grantor shall obtain rights to any additional patents or patent applications, or to any reissue, division, or continuation of any patent, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt written notice to Lender with respect to any such new patent rights, and Lender may modify Schedule I hereto to include any new patent rights of any Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Lender's continuing security interest in all Patent Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security 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. In proving this Patent

Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission (including transmission of a pdf image thereof) shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Patent Security Agreement, the Security Agreement, the Note or any other related document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Patent Security Agreement refer to this Patent Security Agreement as a whole and not to any particular provision of this Patent Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified.

8. TERMINATION. This Patent Security Agreement shall remain in effect until all Secured Obligations have been paid in full.


9. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER. **This Patent Security Agreement will be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State of New York, without regard to conflicts of law principles. Each Grantor hereby agrees to the non-exclusive jurisdiction of any state or federal court located within the State of New York. Each Grantor waives any objection based on forum non conveniens and any objection to venue of any action instituted hereunder. Each Grantor and Lender waive any right to trial by jury in any action or proceeding relating to this Patent Security Agreement, any documents evidencing any of the Secured Obligations, or any transaction contemplated in any of such agreements.**

[Signature Pages Follow]

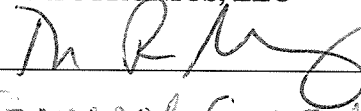
IN WITNESS WHEREOF, the parties have caused this Patent Security Agreement to be executed and delivered as of the date first set forth above.

GRANTORS:

SYPRIS TECHNOLOGIES, INC.

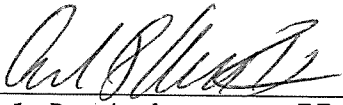
By: 
Title: General Counsel

SYPRIS ELECTRONICS, LLC

By: 
Title: General Counsel

[Signature Page to Patent Security Agreement]

**MERITOR HEAVY VEHICLE
SYSTEMS, LLC**

By: 
Carl D. Anderson, II
Title: Vice President and Treasurer

[Signature Page to Patent Security Agreement]

**PATENT
REEL: 036134 FRAME: 0200**

Schedule I
Patent Collateral

Applications:

Holder	Title	Application Serial Number	Filing Date	Country of Application
Sypris Electronics, LLC	Discretely-Allocated Multicore Processing System (aka 'SHARP')	12/911,161	10/25/2010	U.S.A.
Sypris Electronics, LLC	Personal Authentication Device and System for Securing Transactions on a Mobile Device	13/832,885	03/15/2013	U.S.A.
Sypris Electronics, LLC	Resilient Device Authentication System	13/947,071	07/21/2013	U.S.A.
Sypris Electronics, LLC	Resilient Device Authentication System	13/829,826	3/14/2013	U.S.A.
Sypris Electronics, LLC	Resilient Device Authentication System (aka RDAS/Metadata')	62/037,648	8/15/2014	U.S.A.
Sypris Electronics, LLC	Authentication System	14/103,599	12/11/2013	U.S.A.
Sypris Electronics, LLC	Authentication System	14/270,423	5/6/2014	U.S.A.
Sypris Electronics, LLC	Authentication using Elliptic Curves and Physically Unclonable Functions	61/988,848	5/5/2014	U.S.A.
Sypris Electronics, LLC	Network Authentication Protocol	62/001,979	5/22/2014	U.S.A.
Sypris Electronics, LLC	Metadata Binding to Physically Unclonable Functions	62/017,045	6/25/2014	U.S.A.
Sypris Electronics, LLC	Hardware-Locked Encrypted Backup	62/037,928	8/15/2014	U.S.A.
Sypris Technologies, Inc.	Tool-Less Closure-CIP	13/800,608	03/13/2013	U.S.A.
Sypris Technologies, Inc.	Lip Seal Relief	13/837,197	03/15/2013	U.S.A.
Sypris Technologies, Inc.	Ultra Axle (Slotted Flange Axle)	14/037,426	9/26/2013	U.S.A.
Sypris Technologies, Inc.	Torque Limiting Axle	14/186,093	2/21/2014	U.S.A.
Sypris Technologies, Inc.	LW1 Contour Axle	14/220,485	3/20/2014	U.S.A.

Patents:

Holder	Title	Patent No.	Application Serial No.	Issue Date	Country of Issue
Sypris Electronics, LLC	Electronic Data Key (Design 1 - Raskal)	D591,291	29/321,064	4/28/2009	U.S.A.
Sypris Electronics, LLC	Electronic Data Key (Design 2 - Raskal)	D586,346	29/321,065	2/10/2009	U.S.A.
Sypris Electronics, LLC	Electronic Memory Key (Raskl)	8,328,092	12/125,597	12/11/2012	U.S.A.
Sypris Electronics, LLC	Real-Time Data Acquisition And Storage Network	6,892,167	10/304,900	5/10/2005	U.S.A.
Sypris Electronics, LLC	Secure Network Extension Device and Method	8,285,984	12/845,738	10/09/2012	U.S.A.

Sypris Electronics, LLC	Handheld Electronic Device (aka 'Keystone') (Design)	D645,040	29/376,305	09/13/2011	U.S.A
Sypris Electronics, LLC	Handheld Electronic Device (aka 'Keystone') (Design)	D645,041	29/376,308	09/13/2011	U.S.A
Sypris Electronics, LLC	Handheld Electronic Device (aka 'Keystone') (Design)	D641,751	29/376,312	07/19/2011	U.S.A
Sypris Electronics, LLC	Multi-Level Assurance Trusted Computing Platform	8,756,417	14/172,474	06/17/2014	U.S.A.
Sypris Electronics, LLC	Resilient Device Authentication System	8,844,009	14/214,846	9/23/2014	U.S.A.
Sypris Technologies, Inc.	Locking Ring Actuator for a Pressure Retaining Closure	7,896,187	11/866,218	3/1/2011	U.S.A
Sypris Technologies, Inc.	Closure having a segmented locking ring	8,251,243	12/681,384	8/28/2012	U.S.A.
Sypris Technologies, Inc.	Actuated Breach Lock	8,596,697	1 ² / ₅ 80,925	12/03/2013	U.S.A.
Sypris Technologies, Inc.	Tool-Less Closure	8,596,484	13/477,788	12/03/2013	U.S.A.