

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3603977

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Execution Date
SYPRIS SOLUTIONS, INC.	10/30/2015
SYPRIS DATA SYSTEMS, INC.	10/30/2015
SYPRIS ELECTRONICS, LLC	10/30/2015
SYPRIS TECHNOLOGIES, INC.	10/30/2015
SYPRIS TECHNOLOGIES INTERNATIONAL, INC.	10/30/2015
SYPRIS TECHNOLOGIES KENTON, INC.	10/30/2015
SYPRIS TECHNOLOGIES MARION, LLC	10/30/2015
SYPRIS TECHNOLOGIES MEXICAN HOLDINGS, LLC	10/30/2015
SYPRIS TECHNOLOGIES NORTHERN, INC.	10/30/2015
SYPRIS TECHNOLOGIES SOUTHERN, INC.	10/30/2015

**RECEIVING PARTY DATA**

<b>Name:</b>	GREAT ROCK CAPITAL PARTNERS MANAGEMENT, LLC
<b>Street Address:</b>	C/O TWO SIGMA INVESTMENTS, LLC
<b>Internal Address:</b>	101 AVENUE OF AMERICAS, 17TH FLOOR
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10013

**PROPERTY NUMBERS Total: 36**

Property Type	Number
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 Number:	9154310

PATENT

Property Type	Number
Patent Number:	8844009
Patent Number:	8918647
Patent Number:	6099355
Patent Number:	7896187
Patent Number:	8251243
Patent Number:	8596697
Patent Number:	8596484
Patent Number:	9056701
Patent Number:	9097346
Application Number:	13829826
Application Number:	14718017
Application Number:	14720636
Application Number:	14704914
Application Number:	14746054
Application Number:	14704947
Application Number:	14746090
Application Number:	14704963
Application Number:	14186093
Application Number:	14220485
Application Number:	14037426
Application Number:	62106662
PCT Number:	US1545467
PCT Number:	US1545431
PCT Number:	US1536937
PCT Number:	US1532320
PCT Number:	US1511443

**CORRESPONDENCE DATA**

**Fax Number:** (800)494-7512

*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:** 202-370-4750

**Email:** ipteam@nationalcorp.com

**Correspondent Name:** DWAYNE C. HOUSTON

**Address Line 1:** 1025 VERMONT AVENUE NW, SUITE 1130

**Address Line 2:** NATIONAL CORPORATE RESEARCH, LTD.

**Address Line 4:** WASHINGTON, D.C. 20005

**ATTORNEY DOCKET NUMBER:** F159237

**NAME OF SUBMITTER:** TERESA L. MCNALLY/

<b>SIGNATURE:</b>	/Teresa L. McNally/
<b>DATE SIGNED:</b>	11/05/2015
<b>Total Attachments: 18</b> source=Sypris - Intellectual Property Security Agreement (3)#page1.tif source=Sypris - Intellectual Property Security Agreement (3)#page2.tif source=Sypris - Intellectual Property Security Agreement (3)#page3.tif source=Sypris - Intellectual Property Security Agreement (3)#page4.tif source=Sypris - Intellectual Property Security Agreement (3)#page5.tif source=Sypris - Intellectual Property Security Agreement (3)#page6.tif source=Sypris - Intellectual Property Security Agreement (3)#page7.tif source=Sypris - Intellectual Property Security Agreement (3)#page8.tif source=Sypris - Intellectual Property Security Agreement (3)#page9.tif source=Sypris - Intellectual Property Security Agreement (3)#page10.tif source=Sypris - Intellectual Property Security Agreement (3)#page11.tif source=Sypris - Intellectual Property Security Agreement (3)#page12.tif source=Sypris - Intellectual Property Security Agreement (3)#page13.tif source=Sypris - Intellectual Property Security Agreement (3)#page14.tif source=Sypris - Intellectual Property Security Agreement (3)#page15.tif source=Sypris - Intellectual Property Security Agreement (3)#page16.tif source=Sypris - Intellectual Property Security Agreement (3)#page17.tif source=Sypris - Intellectual Property Security Agreement (3)#page18.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") made as of this 30th day of October, 2015 by Sypris Solutions, Inc., a Delaware corporation ("Solutions"), Sypris Data Systems, Inc., a Delaware corporation ("Systems"), Sypris Electronics, LLC, a Delaware limited liability company ("Electronics"), Sypris Technologies, Inc., a Delaware corporation ("Technologies"), Sypris Technologies International, Inc., a Delaware corporation ("International"), Sypris Technologies Kenton, Inc., a Delaware corporation ("Kenton"), Sypris Technologies Marion, LLC, a Delaware limited liability company ("Marion"), Sypris Technologies Mexican Holdings, LLC, a Delaware limited liability company ("Mexican Holdings"), Sypris Technologies Northern, Inc., a Delaware corporation ("Northern") and Sypris Technologies Southern, Inc., a Delaware corporation ("Southern", and together with Solutions, Systems, Electronics, Technologies, International, Kenton, Marion, Mexican Holdings and Northern, individually or collectively as the context may require, the "Grantor" or "Borrower"), in favor of Great Rock Capital Partners Management, LLC, as administrative agent for the Lenders (as defined below) (in such capacity, together with its successors and assigns, if any, in such capacity, "Agent"):

### WITNESSETH

WHEREAS, Grantor and Agent are parties to a certain Loan and Security Agreement as of even date herewith (as the same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrower by the lenders from time to time party thereto (each of such lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender"); and

WHEREAS, Grantor has granted to Agent, for the benefit of Agent and the Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights, and patents, together with the goodwill of the business symbolized by Grantor's trademarks, patents and copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by Borrower under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Agent, for the benefit of Agent and the Lenders, a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, patent and copyright registration and application listed on Schedule 1 annexed hereto, (such trademark registrations, trademark applications, patent registrations, patent applications, copyright registrations and copyright applications, the "Trademarks", "Patents" and "Copyrights") together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Patent and Copyright; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or patent, or (b) injury to the goodwill associated with any trademark.

3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on Schedule 1 attached hereto constitute all trademarks, patents and copyrights owned or registered to Grantor as of the date hereof.

4. Right to Bring Suit. Grantor shall have the right, with the prior written consent of Lender, which consent shall not be unreasonably withheld, to bring suit in its own name to enforce the Trademarks, Patents and Copyrights, in which case Lender may, at Lender's option, be joined as a nominal party to this suit if Lender shall be satisfied that the joinder is necessary and that Lender is not incurring any risk of liability by that joinder. Grantor shall promptly, upon demand, reimburse and indemnify, defend, and hold harmless Lender for all damages, costs and expenses, including reasonable attorneys' fees, incurred by Lender pursuant to this paragraph.

5. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED THEREIN WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW). FURTHER, THE LAW OF THE STATE OF NEW YORK SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW).

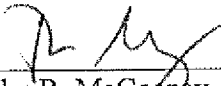
6. CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL. ANY LEGAL ACTION, SUIT OR PROCEEDING WITH RESPECT TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND GRANTOR HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFOREMENTIONED COURTS. GRANTOR HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, OR BASED ON UPON 28 U.S.C. § 1404, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING AND ADJUDICATION OF ANY SUCH ACTION,

SUIT OR PROCEEDING IN ANY OF THE AFOREMENTIONED COURTS AND AMENDMENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT. GRANTOR HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

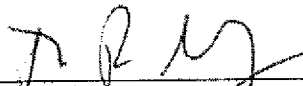
[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

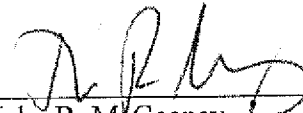
**SYPRIS SOLUTIONS, INC.**

By:   
Name: John R. McGeeney  
Title: Vice President, General Counsel and Secretary

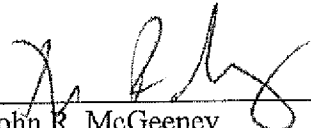
**SYPRIS DATA SYSTEMS, INC.**

By:   
Name: John R. McGeeney  
Title: General Counsel and Secretary

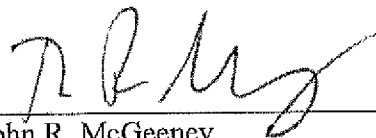
**SYPRIS ELECTRONICS, LLC**

By:   
Name: John R. McGeeney  
Title: General Counsel and Secretary

**SYPRIS TECHNOLOGIES, INC.**


By:   
Name: John R. McGeeney  
Title: General Counsel and Assistant Secretary

**SYPRIS TECHNOLOGIES INTERNATIONAL,  
INC.**


By:   
Name: John R. McGeeney  
Title: General Counsel and Assistant Secretary

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

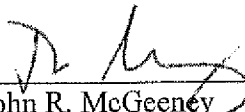
**SYPRIS TECHNOLOGIES KENTON, INC.**

By:   
Name: John R. McGeeney  
Title: General Counsel and Assistant Secretary


**SYPRIS TECHNOLOGIES MARION, LLC**

By:   
Name: John R. McGeeney  
Title: General Counsel and Assistant Secretary

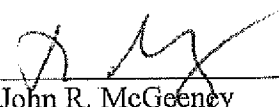
**SYPRIS TECHNOLOGIES MEXICAN HOLDINGS, LLC**

By:   
Name: John R. McGeeney  
Title: General Counsel and Assistant Secretary

**SYPRIS TECHNOLOGIES NORTHERN, INC.**

By:   
Name: John R. McGeeney  
Title: General Counsel and Assistant Secretary

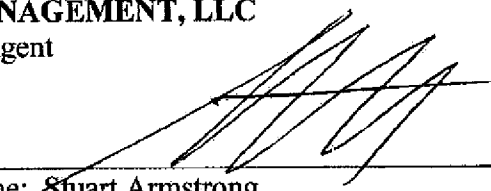
**SYPRIS TECHNOLOGIES SOUTHERN, INC.**

By:   
Name: John R. McGeeney  
Title: General Counsel and Assistant Secretary



Agreed and Accepted  
as of the date first written above:

**GREAT ROCK CAPITAL PARTNERS  
MANAGEMENT, LLC**  
as Agent

By:   
Name: Stuart Armstrong  
Title: Chief Executive Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**PATENT**  
**REEL: 037055 FRAME: 0804**

## SCHEDULE 1

### (a) Patents and Patent Licenses

<u>Holder</u>	<u>Nature of Interest</u>	<u>Registered Patent No.</u>	<u>Issue Date</u>	<u>Country of Issue</u>
Sypris Electronics, LLC	Electronic Data Key Design 1 (Raskal)	Registration#:D591,291 Serial#: 29/321,064	4/28/2009	U.S.A.
Sypris Electronics, LLC	Electronic Data Key Design 2 (Raskal)	Registration#:D586,346 Serial#: 29/321,065	2/10/2009	U.S.A.
Sypris Electronics, LLC	Electronic Memory Key (Raskl)	Registration#:8,328,092 Serial#: 12/125,597	12/11/2012	U.S.A.
Sypris Electronics, LLC	Real-Time Data Acquisition And Storage Network	Registration#: 6,892,167 Serial#:10/304,900	Registration Date: 5/10/2005 Filing Date: 11/26/2002	U.S.A.
Sypris Electronics, LLC	Secure Network Extension Device and Method	Registration#: 8,285,984 Serial#: 12/845,738	Registration Date: 10/09/2012 Filing Date: 7/29/2010	U.S.A.
Sypris Electronics, LLC	Handheld Electronic Device (aka 'Keystone') (Design)	Registration#: D645,040 Serial#: 29/376,305	Registration Date: 09/13/2011 Filing Date: 10/05/2010	U.S.A.
Sypris Electronics, LLC	Handheld Electronic Device (aka 'Keystone') (Design)	Registration#: D645,041 Serial#: 29/376,308	Registration Date: 09/13/2011 Filing Date: 10/05/2010	U.S.A.
Sypris Electronics, LLC	Handheld Electronic Device (aka 'Keystone') (Design)	Registration#: D641,751 Serial#: 29/376,312	Registration Date: 07/19/2011 Filing Date: 10/05/2010	U.S.A.
Sypris Electronics, LLC	Multi-Level Assurance Trusted Computing Platform	Registration#:8,756,417 Serial#: 14/172,474	Registration Date: 06/17/2014 Filing Date: 02/04/2014	U.S.A.
Sypris Electronics, LLC	Resilient Device Authentication System	Registration#:9,154,310 Serial#: 13/947,071	Registration Date: 10/6/2015 Filing Date: 07/21/2013	U.S.A.
Sypris Electronics, LLC	Resilient Device Authentication System	Registration#:8,844,009 Serial#: 14/214,846 Publication # US20140201821	Registration Date: 09/23/2014 Filing Date: 3/15/2014	U.S.A.
Sypris Electronics, LLC	Authentication System	Registration#:8,918,647 Serial#: 14/270,423	Registration Date: 12/23/2014 Filing Date: 5/6/2014	U.S.A.
Sypris Electronics, LLC	PC CARD RUGGED INTERCONNECT	Registration#: 6099355		U.S.A.
Sypris Technologies, Inc.	Locking Ring Actuator for a Pressure Retaining Closure	Registration#:7,896,187 Serial #: 11/866,218	Registration Date: 3/1/2011 Filing Date: 10/02/2007	U.S.A.
Sypris Technologies, Inc.	Closure having a segmented locking ring	Registration#: 8,251,243 Serial#:12/681,384	Registration Date: 8/28/2012 Filing Date: 4/2/2010;	U.S.A.
Sypris Technologies, Inc.	Actuated Breach Lock	U.S. Patent No. 8,596,697	Registration Date:	U.S.A.

		Serial #: 12/580,925	12/03/2013 Filing Date: 10/16/2009	
Sypris Technologies, Inc.	Tool-Less Closure	U.S. Patent No. 8,596,484 Serial #: 13/477,788	Registration Date: 12/03/2013 Filing Date: 05/22/2012	U.S.A.
Sypris Technologies, Inc.	Tool-Less Closure-CIP	U.S. Patent No. 9,056,701 Serial#:13/800,608	Registration Date:06/16/2015 Filing Date: 03/13/2013	U.S.A
Sypris Technologies, Inc.	Lip Seal Relief	U.S. Patent No. 9,097,346 Serial#:13/837,197	Registration Date:03/15/2015 Filing Date: 03/15/2013	U.S.A

### Patent Applications

<u>Holder</u>	<u>Nature of Interest</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Country of Application</u>
Sypris Electronics, LLC	Resilient Device Authentication System	Serial#: 13/829,826 Publication # US20140123223	Filing Date: 03/14/2013	U.S.A.
Sypris Electronics, LLC	Authentication System	Serial#:14/718,017	Filing Date: 5/20/2015	U.S.A.
Sypris Electronics, LLC	Network Authentication System with Dynamic Key Generation	Serial#: 14/720,636	Filing Date: 5/22/2015	U.S.A.
Sypris Electronics, LLC	Authentication System and Device including Physical Uncolnable function and threshold Cryptography	Serial#: 14/704,914	Filing Date: 5/05/2015	U.S.A.
Sypris Electronics, LLC	Authentication System and Device including Physical Uncolnable function and threshold Cryptography	Serial#: 14/746,054	Filing Date: 6/22/2015	U.S.A.
Sypris Electronics, LLC	System and Device for Verifying the Integrity of a System from its Subcomponents	Serial#:14/704,947	Filing Date: 5/05/2015	U.S.A.
Sypris Electronics, LLC	System and Device for Verifying the Integrity of a System from its Subcomponents	Serial#:14/746,090	Filing Date: 6/22/2015	U.S.A.
Sypris Electronics, LLC	System and Device Binding Metadata with Hardware Intrinsic Properties	Serial#:14/704,963	Filing Date: 5/05/2015	U.S.A.

Sypris Electronics, LLC	Handheld Electronic Devices	Registered Community Design#: 1783564-0001	Priority Date: 10/05/10; Registration Date: 11/19/10; Publication Date: 2/14/2011	EU Certificate of Registration (11/19/2015 renewal pending )
Sypris Electronics, LLC	Handheld Electronic Devices	Registered Community Design#: 1783564-0002	Priority Date: 10/05/10; Registration Date: 11/19/10; Publication Date: 2/14/2011	EU Certificate of Registration (11/19/2015 renewal pending )
Sypris Electronics, LLC	Handheld Electronic Devices	Registered Community Design#: 1783564-0003	Priority Date: 10/05/10; Registration Date: 11/19/10; Publication Date: 2/14/2011	EU Certificate of Registration (11/19/2015 renewal pending )
Sypris Technologies, Inc.	Ultra Axle (Slotted Flange Axle)	Serial#: 14/037,426	Filing Date: 9/26/2013	U.S.A
Sypris Technologies, Inc.	Torque Limiting Axle	Serial#: 14/186/093	Filing Date: 2/21/2014	U.S.A
Sypris Technologies, Inc.	LWI Contour Axle	Serial#: 14/220,485	Filing Date: 3/20/2014	U.S.A
Sypris Technologies, Inc.	Ultra Axle (Slotted Flange Axle)	Serial#: 14/037,426	Filing Date: 9/26/2013	U.S.A
Sypris Technologies, Inc.	Pressurized Closure Assembly	Serial#: 62/106,662	Filing Date: 01/22/2015	U.S.A

### International Patent Applications

Sypris Electronics, LLC	Resilient Device Authentication System with Metadata Binding	Serial #: PCT/US15/45467	Filing Date: 08/17/2015	
Sypris Electronics, LLC	Hardware-Locked Encrypted Backup	Serial #: PCT/US15/45431	Filing Date: 08/15/2015	
Sypris Electronics, LLC	System and Device Binding Metadata with Hardware Intrinsic Properties	Serial #: PCT/US15/36937	Filing Date: 06/22/2015	
Sypris Electronics, LLC	Network Authentication System with Dynamic Key Generation	Serial #: PCT/US15/32320	Filing Date: 05/22/2015	
Sypris Electronics, LLC	Multi-Level Assurance Trusted Computing Platform	Serial #: PCT/US15/11443	Filing Date: 01/14/2015	
Sypris Electronics, LLC	Authentication Device	Serial #: PCT/US15/11443	Filing Date: 11/10/2014	
Sypris Technologies, Inc.	Ultra Axle (Slotted Flange Axle)		Filing Dates: 2014 Brazil –September 23, 2014 Canada –September 23, 2014	Brazil – BR102014023604-0 Canada – 2,870,327 China – 201410500268.1

			China –September 26, 2014 Europe –September 26, 2014 India –September 22, 2014 Mexico – September 24, 2014	Europe – 14186561.8 India – 4614/CHE/2014 Mexico – MX/a/2014/011462
Sypris Technologies, Inc.	Torque Limiting Axle		Filing Date: 2015 Brazil –February 20, 2015 Canada –February 13, 2015 China –February 16, 2015 Europe –February 17, 2015 India –February 18, 2015 Mexico – February 19, 2015	Foreign Application Information Brazil – BR102015003668-0 Canada – 2,881,849 China – 201510235597.2 Europe – 15155484.7 India – 785/CHE/2015 Mexico – MX/a/2015/002195
Sypris Technologies, Inc.	LWI Contour Axle		Filing Date: 2015 Brazil –March 18, 2015 Canada –March 13, 2015 China –March 20, 2015 Europe –March 11, 2015 India –March 17, 2015 Mexico – March 19, 2015	Brazil – BR102015006035-1 Canada – 2,885,069 China – 201510122428.8 Europe – 15158623.7 India – 1307/CHE/2015 Mexico – MX/a/2015/003531

**(b) / (c) Trademarks/Copyrights**

<u>Holder</u>	<u>Copyright, Trademark</u>	<u>Registration / Serial No.</u>	<u>Date of Registration / Filing</u>	<u>Country of Registration</u>
Sypris Solutions, Inc.	<b>Trademark:</b> "Sypris Solutions" service mark	Registration#:2384257 Serial#:75979357	Registration Date:09/05/2000 Filing Date:03/10/1998	U.S.A.
	<b>Trademark:</b> Sypris logo "star"	Registration#:2758566 Serial#:76452773	Registration Date:09/02/2003 Filing Date:03/06/2003	U.S.A.
	<b>Trademark:</b> Sypris" word mark Typed drawing	Registration#:2763897 Serial#:76452772	Registration Date:09/16/2003 Filing Date:09/23/2002	U.S.A.
	<b>Copyright:</b> Sypris Solutions Logotype	Registration#:VAu461-019	Registration Date:05/24/1999 Filing Date:04/15/1999	U.S.A.
Sypris Technologies, Inc.	<b>Trademark:</b> "TUBE TURNS"	Registration#: 947,491 Serial#:72-420,854	Registration Date:11/21/1972 Filing Date: 04/10/1972	U.S.A.
	<b>Trademark:</b> "Swel-Plug"	Registration#: 816,493 Serial#:72-233,647	Registration Date:10/11/1966 Filing Date: 11/30/1965	U.S.A.
	<b>Trademark:</b> Tube-Turn	Registration#: 820,594 Serial#:72-249,704	Registration Date:12/20/1966 Filing Date: 07/07/1966	U.S.A.

	<b>Trademark:</b> TOOL-LESS	Registration#:3,659,571 Serial#:77-530143	Registration Date: 7/21/2009 Filing Date:5/21/2009	U.S.A
	<b>Trademark:</b> "TUBE-TURN"	Registration#: A130616	Registration Date:01/22/1985	Australia
	<b>Trademark:</b> "TT"	Registration#UCA50631 Serial#:216686	Registration Date:09/26/1997 Filing Date: 08/28/1997	Canada
	<b>Trademark:</b> "tt"	Registration#114,628 Serial#:230892	Registration Date: 07/10/1989 Filing Date: ?	Canada
	<b>Trademark:</b> "Sypris"	Registration#825226	Registration Date: 02/20/2004	Mexico
	<b>Trademark:</b> TUBE-TURNS	Registration#: 1005191	Registration Date: 01/23/1994	United Kingdom
	<b>Trademark:</b> "TUBE-TURN"	Registration#: 680846	Registration Date: 07/07/1998	United Kingdom
	<b>Trademark:</b> TUBE-TURNS	Registration#: 1005191	Registration Date: 01/23/1994	China
	<b>Trademark:</b> TUBE-TURN	Registration#: 680846	Registration Date: 07/07/1998	China
	<b>Trademark:</b> "TUBE-TURN"	Registration#: T73569367G	Registration Date: 01/31/1994	Singapore
	<b>Trademark:</b> "TUBE TURNS"	Registration#: T7356963I	Registration Date: 01/31/1994	Singapore
Sypris Electronics, LLC	<b>Trademark:</b> "RASKL" word mark	Registration#: 3,633,291 Serial#:78920630	Registration Date: 06/02/2009 Filing Date: 06/30/2006	U.S.A
	<b>Trademark:</b> "CYBER RESILIENCY	Registration#: 3,960,039 Serial#:77922111	Registration Date: 05/10/2011 Filing Date: 01/28/2010	U.S.A
	<b>Trademark:</b> "Trust Beyond Manufacturing"	Registration#: 4828076 Serial#:862289166	Registration Date: 10/06/2015 Filing Date: 05/22/2014	U.S.A
Sypris Data Systems, Inc.	n/a	n/a	n/a	n/a
Sypris Technologies Marion, LLC	n/a	n/a	n/a	
Sypris Technologies Kenton, Inc.	n/a	n/a	n/a	
Sypris Technologies Mexican Holdings, LLC	n/a	n/a	n/a	

### Word Marks

Holder	Wordmark	Registration No.	
SYPRIS TECHNOLOGIES, INC.	TT	582702	
SYPRIS TECHNOLOGIES, INC.	TUBE-TURN	1633688	
SYPRIS TECHNOLOGIES, INC.	TT	1655991	

### Trademark Applications

<u>Holder</u>	<u>Trademark</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Country of Application</u>
Sypris Technologies, Inc.	Trademark: TUBE TURNS UHP	Serial #: 85/890,721	Filing Date: 03/29/2013	U.S.A.

**Licenses**

<u>Holder</u>	<u>Type of License</u>	<u>Licensor – Name and Address</u>
Sypris Technologies, Inc.*	DataFlo Enterprise Resource Planning (ERP) System	Epicor Software Corporation 18200 Von Karman Avenue, Suite 1000 Irvine, California 92612
Sypris Solutions, Inc.*	BAAN- Enterprise Resource Planning (ERP) System	INFOR GLOBAL SOLUTIONS (MICHIGAN), INC. Infor Global Solutions 13560 Morris Road, Ste 4100 Alpharetta, GA 30004
	Plex Online (ERP) System	Plex Systems, Inc. 900 Tower Drive, Suite 1400 Troy, MI 48098
Sypris Electronics, LLC*	None	None

\*We routinely license software in the ordinary course of business; in general Sypris does not consider these to be material other than as set forth above.

**Royalty Agreements**

None

**Source code:**

Sypris has possession of the source code and object code for DataFlo Enterprise Resource Planning (ERP) System. Sypris does not require source code and has the object code for the BAAN- Enterprise Resource Planning (ERP) System

**COMPANY ACKNOWLEDGMENT**

UNITED STATES OF AMERICA :  
STATE OF : SS  
COUNTY OF :

On this 21<sup>st</sup> day of October, 2015, before me personally appeared John R. McCreary, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Sypris Solutions, Inc., Sypris Data Systems, Inc., Sypris Electronics, LLC, Sypris Technologies, Inc., Sypris Technologies International, Inc., Sypris Technologies Kenton, Inc., Sypris Technologies Marion, LLC, Sypris Technologies Mexican Holdings, LLC, Sypris Technologies Northern, Inc. and Sypris Technologies Southern, Inc. that s/he signed the Agreement thereto pursuant to the authority vested in her/him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

Andrea Swocher  
Notary Public  
My Commission Expires: July 20, 2017

[ACKNOWLEDGEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]



## POWER OF ATTORNEY

SYPRIS SOLUTIONS, INC., a Delaware corporation ("Solutions"), SYPRIS DATA SYSTEMS, INC., a Delaware corporation ("Systems"), SYPRIS ELECTRONICS, LLC, a Delaware limited liability company ("Electronics"), Sypris Technologies, Inc., a Delaware corporation ("Technologies"), SYPRIS TECHNOLOGIES INTERNATIONAL, INC., a Delaware corporation ("International"), SYPRIS TECHNOLOGIES KENTON, INC., a Delaware corporation ("Kenton"), SYPRIS TECHNOLOGIES MARION, LLC, a Delaware limited liability company ("Marion"), SYPRIS TECHNOLOGIES MEXICAN HOLDINGS, LLC, a Delaware limited liability company ("Mexican Holdings"), SYPRIS TECHNOLOGIES NORTHERN, INC., a Delaware corporation ("Northern") and SYPRIS TECHNOLOGIES SOUTHERN, INC., a Delaware corporation ("Southern", and together with Solutions, Systems, Electronics, Technologies, International, Kenton, Marion, Mexican Holdings and Northern, individually or collectively as the context may require, the "Grantor"), hereby authorize GREAT ROCK CAPITAL PARTNERS MANAGEMENT, LLC, as administrative agent for the Lenders (as defined below) (in such capacity, together with its successors and assigns, if any, in such capacity, "Agent") under that certain Loan and Security Agreement dated as of even date herewith (as it may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), among Grantor, each of the guarantors from time to time party thereto as Guarantors and the lenders from time to time party thereto (each of such lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender"), and Agent, following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights, on behalf of itself and for the Lenders, under that certain Intellectual Property Security Agreement among Grantor and Agent dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Intellectual Property Agreement"), including, without limitation, the power to record its interest in any Trademarks, Patents and Copyrights (each such term as defined in the Intellectual Property Agreement) or additional trademarks, patents and copyrights in the United States Patent and Trademark Office and United States Copyright Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantor a supplement to the Intellectual Property Security Agreement, to use the Trademarks, Patents and Copyrights or to grant or issue any exclusive or non-exclusive license under the Trademarks, Patents and Copyrights to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Patents and Copyrights to anyone else including, without limitation, the power to execute on behalf of Grantor a trademark, patent, or copyright assignment, in each case subject to the terms of the Intellectual Property Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by

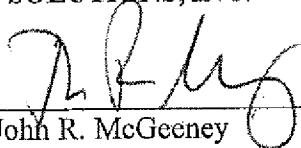
virtue hereof and in accordance with the terms of the Intellectual Property Agreement, the Loan Agreement and the Loan Documents.

This Power of Attorney shall be irrevocable for the life of the Intellectual Property Agreement.

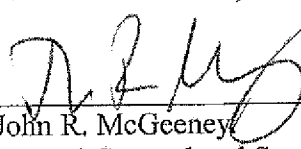
**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as a deed, this \_\_\_\_ day of October, 2015.

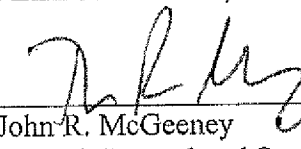
**SYPRIS SOLUTIONS, INC.**

By:   
Name: John R. McGeeney  
Title: Vice President, General Counsel and Secretary

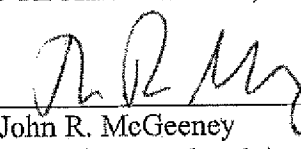
**SYPRIS DATA SYSTEMS, INC.**

By:   
Name: John R. McGeeney  
Title: General Counsel and Secretary

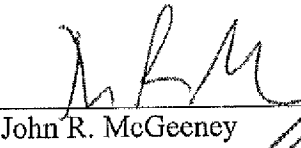
**SYPRIS ELECTRONICS, LLC**

By:   
Name: John R. McGeeney  
Title: General Counsel and Secretary

**SYPRIS TECHNOLOGIES, INC.**


By:   
Name: John R. McGeeney  
Title: General Counsel and Assistant Secretary

**SYPRIS TECHNOLOGIES INTERNATIONAL, INC.**


By:   
Name: John R. McGeeney  
Title: General Counsel and Assistant Secretary

[SIGNATURE PAGE TO POWER OF ATTORNEY TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

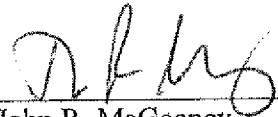
**SYPRIS TECHNOLOGIES KENTON, INC.**

By:   
Name: John R. McGeeney  
Title: General Counsel and Assistant Secretary


**SYPRIS TECHNOLOGIES MARION, LLC**

By:   
Name: John R. McGeeney  
Title: General Counsel and Assistant Secretary

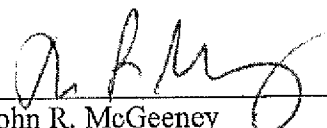
**SYPRIS TECHNOLOGIES MEXICAN HOLDINGS, LLC**

By:   
Name: John R. McGeeney  
Title: General Counsel and Assistant Secretary

**SYPRIS TECHNOLOGIES NORTHERN, INC.**

By:   
Name: John R. McGeeney  
Title: General Counsel and Assistant Secretary

**SYPRIS TECHNOLOGIES SOUTHERN, INC.**

By:   
Name: John R. McGeeney  
Title: General Counsel and Assistant Secretary

**COMPANY ACKNOWLEDGMENT**

UNITED STATES OF AMERICA :  
STATE OF : SS  
COUNTY OF :

On this 29<sup>th</sup> day of October, 2015, before me personally appeared John R. McGeeney, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Sypris Solutions, Inc., Sypris Data Systems, Inc., Sypris Electronics, LLC, Sypris Technologies, Inc., Sypris Technologies International, Inc., Sypris Technologies Kenton, Inc., Sypris Technologies Marion, LLC, Sypris Technologies Mexican Holdings, LLC, Sypris Technologies Northern, Inc. and Sypris Technologies Southern, Inc. that s/he signed the Agreement thereto pursuant to the authority vested in her/him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.



Notary Public

My Commission Expires: July 20, 2015

[ACKNOWLEDGEMENT TO POWER OF ATTORNEY TO INTELLECTUAL PROPERTY  
SECURITY AGREEMENT]