

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
Allied Motion Technologies, Inc.		05/07/2007	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	1125 17th Street		
Internal Address:	3rd Floor		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3133416	ALLIED MOTION	
Registration Number:	3230122	ALLIED MOTION	
CORRESPONDENCE DATA			
Fax Number:	(303)866-0200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	303-861-7000		
Email:	donald.woodworth@hro.com		
Correspondent Name:	Don Woodworth - Holme Roberts & Owen LLP		
Address Line 1:	1700 Lincoln St.		
Address Line 2:	Suite 4100		
Address Line 4:	Denver, COLORADO 80203		
ATTORNEY DOCKET NUMBER:	42551-01320		
NAME OF SUBMITTER:	Donald Woodworth		

CH \$65.00 3133416

Signature:	/donald woodworth/
Date:	06/11/2007
Total Attachments: 7 source=Allied Motion Technologies Inc. Trademark Security Agreement#page1.tif source=Allied Motion Technologies Inc. Trademark Security Agreement#page2.tif source=Allied Motion Technologies Inc. Trademark Security Agreement#page3.tif source=Allied Motion Technologies Inc. Trademark Security Agreement#page4.tif source=Allied Motion Technologies Inc. Trademark Security Agreement#page5.tif source=Allied Motion Technologies Inc. Trademark Security Agreement#page6.tif source=Allied Motion Technologies Inc. Trademark Security Agreement#page7.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of May 7, 2007 by Allied Motion Technologies Inc., a Colorado corporation ("Allied" or the "Grantor") in favor of JPMorgan Chase Bank, N.A., as administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent"), for the ratable benefit of the Secured Parties (as defined in the Credit Agreement referenced below).

Recitals

A. Allied, Precision Motor Technology B.V., a Dutch Closed Company with Limited Liability ("Premotec"), the Lenders (as defined in the Credit Agreement) and the Administrative Agent have entered into a Credit Agreement, dated as of the date hereof (together with any amendments, modifications, replacements or substitutions thereof, the "Credit Agreement"), providing for a term loan and a revolving loans in the initial maximum principal amount of \$15,000,000 and €3,000,000.

B. As a condition precedent to the effectiveness of the Credit Agreement and the making of the credit extensions to Allied and Premotec under the Credit Agreement, the Grantor is required to secure the Secured Obligations (as defined below) in the manner set forth herein.

C. The Grantor has determined that it is in its best interests to execute this Agreement inasmuch as the Grantor will derive substantial direct and indirect benefits from the credit extensions made to Allied and Premotec from time to time pursuant to the Credit Agreement, and the Grantor understands and agrees that Administrative Agent, the Lenders and any additional Secured Parties are relying on this representation in agreeing to make credit extensions to Allied and Premotec under the Credit Agreement.

D. The Grantor has duly authorized the execution, delivery and performance of this Agreement.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Administrative Agent and the ratable benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Pledge and Security Agreement, dated as of May 7, 2007, by and among the Grantor, Allied Motion Control Corporation, a Colorado corporation, Computer Optical Products, Inc., a Colorado corporation, Emoteq Corporation, a Colorado corporation, Motor Products Corporation, a Delaware corporation, AMOT I, Inc., a Delaware corporation, AMOT II, Inc., a Delaware corporation, AMOT III, Inc., a Delaware corporation, Stature Electric, Inc., a Pennsylvania corporation, and the Administrative Agent, for the ratable benefit of the Secured Parties (as amended, supplemented, amended and restated or otherwise modified from time to

time, the “Security Agreement”) or, if not defined in the Security Agreement, then as defined in the Credit Agreement.

SECTION 2. Grant of Security Interest. As security for the due and punctual payment and performance of the Secured Obligations (as defined below) in full, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, the Grantor hereby grants to and creates in favor of the Administrative Agent, for its benefit and the ratable benefit of the Secured Parties, a continuing first priority Lien on and security interest in and to all of the following property (subject only to the superior priority of certain Permitted Liens), whether now existing or hereafter acquired by the Grantor (collectively, the “Trademark Collateral”):

(a) (i) all of the Grantor’s trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, now existing or hereafter adopted or acquired, including those referred to in Item A of Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof, or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the “Trademarks”);

(b) all of its Trademark licenses and other agreements providing the Grantor with the right to use any items of the type referred to in clause (a) above, including each trademark license referred to in Item B of Schedule I attached hereto;

(c) all goodwill of the business connected with the use of and symbolized by the Trademarks;

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clauses (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing rights described in clauses (a), (b), (c) and (d), including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world;

provided, that, the term “Trademark Collateral” shall not include any U.S. trademark or service mark application, to the extent the security interest granted hereunder would cause the invalidation of such trademark or service mark application, until such time as a statement to allege use (or the equivalent) in respect thereof has been filed with, and accepted by, the United States Patent and Trademark Office; provided, further, that the Trademark Collateral shall include any and all proceeds of the interests described in the

foregoing clause to the extent that the assignment or encumbering of such proceeds would not cause such invalidation.

As used herein, "Secured Obligations" has the meaning given to such term in the Security Agreement.

SECTION 3. Representations. Upon the execution and delivery of this Agreement, the filing with the United States Patent and Trademark Office of this Agreement and the filing with the Colorado Secretary of State of the appropriately completed UCC-1 financing statements, the Administrative Agent's security interest in the Trademark Collateral conferred hereby will be a valid, perfected first priority security interest (to the extent perfection may be achieved by a filing with the United States Patent and Trademark Office and filing with the Colorado Secretary of State of UCC-1 financing statements), subject to Permitted Liens (as defined in the Security Agreement). No effective financing statement or other instrument similar in effect covering all or any part of the Trademark Collateral is on file in any recording office except as provided for and permitted by the Security Agreement.

SECTION 4. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world, and in connection therewith, the Grantor hereby authorizes the Administrative Agent to file this Agreement with all offices deemed necessary by the Administrative Agent. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent, for its benefit and the ratable benefit of the Secured Parties, under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 5. Release of Liens. Upon payment and satisfaction in full of the Secured Obligations and the termination of the Commitments, the security interests granted herein shall automatically terminate with respect to all Trademark Collateral. Upon any such disposition or termination, the Administrative Agent shall, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

SECTION 6. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 7. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 8. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

ALLIED MOTION TECHNOLOGIES INC.

By: Richard D. Smith
Name: Richard D. Smith
Title: CEO

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

ALLIED MOTION TECHNOLOGIES INC.

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent



By:
Name: Karen Lowe
Title: Senior Vice President

**SCHEDULE I
to Trademark Security Agreement**

Item A - Trademarks

Registered Trademarks

Country	Trademark	Registration No.	Registration Date
United States	Allied Motion	3133416	08/22/06
United States	Allied Motion	3230122	04/17/07

Pending Trademark Applications: None

Trademark Applications in Preparation: None

**Unregistered Trademarks
for which no Trademark Application is in Preparation: None**

Item B - Trademark Licenses: None