

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Plexus Systems, Inc.		04/30/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HV Capital, LLC		
<b>Street Address:</b>	7 West Square Lake Road, Suite 122		
<b>City:</b>	Bloomfield Hills		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48302		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2909738	PLEXUS ONLINE	
Registration Number:	2388915	ER LOG	
Registration Number:	2073110	PLEXUS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(734)930-2494		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	734-761-3780		
<b>Email:</b>	asujek@bodmanllp.com		
<b>Correspondent Name:</b>	Angela Alvarez Sujek - Bodman LLP		
<b>Address Line 1:</b>	201 S. Division Street, Suite 400		
<b>Address Line 4:</b>	Ann Arbor, MICHIGAN 48104		
<b>ATTORNEY DOCKET NUMBER:</b>	HV CAPITAL RE PLEXUS		
<b>NAME OF SUBMITTER:</b>	Angela Alvarez Sujek		
<b>Signature:</b>	/Angela Alvarez Sujek/		

OP \$90.00 2909738

Date:

05/05/2008

**Total Attachments: 12**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "*Agreement*") is made as of April 30, 2008, by and between Plexus Systems, Inc., a Delaware corporation located at 1731 Harmon Road, Auburn Hills, Michigan 48326 (the "*Company*"), and HV Capital, LLC, a Delaware limited liability company located at 7 West Square Lake Road, Suite 122, Bloomfield Hills, Michigan 48302 ("*Investor*").

**1. Purpose.** This Agreement is granted by the Company in favor of Investor under the Note Purchase Agreement, dated April 30, 2008, entered into between the Company and Investor (the "*Note Agreement*"), and the Note issued to Investor by the Company under the Note Agreement (as may be amended, restated, modified or replaced from time to time, the "*Note*"). Under the Note Agreement and the Note, Investor has loaned the Company the sum of \$10,000,000. The Company has agreed to secure all debt of the Company to Investor in accordance with the terms and conditions of this Agreement. Capitalized terms not defined in this Agreement have the meaning set forth under the Note Agreement.

**2. Grant of Security Interest.** The Company hereby grants to Investor a continuing security interest in the "*Collateral*" described in Section 3 below to secure the payment of the Note and all other loans and advances from Investor to the Company of any nature whatsoever arising under the Note or the Note Agreement (including all renewals, modifications and extensions thereof), including, without limitation all interest, costs, expenses, and reasonable attorneys' fees, which may be made or incurred by Investor in the disbursement, administration, and collection of such amounts, and in the protection, maintenance, and liquidation of the Collateral (collectively, "*Liabilities*"). This Agreement shall be and become effective when, and continue in effect, as long as any Liabilities of the Company to Investor are outstanding and unpaid. The Company will not, except: (i) for Capital Lease Obligations of not more than \$3,000,000, (ii) in the ordinary course of business, or (iii) with respect to obsolete equipment, sell, assign, transfer, pledge or otherwise dispose of or further encumber any Collateral to any third party while this Agreement is in effect without the prior written consent of Investor.

**3. Collateral.** "*Collateral*" means:

3.1 All United States copyrights and mask works, whether or not registered, and all applications for registration of all copyrights and mask works, including, but not limited to all copyrights and mask works, and all applications for registration of all copyrights and mask works identified in **Schedule A** attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof; (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Copyright Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof); and (c) all rights corresponding thereto and all modifications, adaptations, translations, enhancements and derivative works, renewals thereof, and all other rights of any kind whatsoever of the Company accruing

thereunder or pertaining thereto; and all license agreements with any other person in connection with any of the Copyrights, including, without limitation, the license agreements listed on **Schedule A** hereto and made a part hereof, subject, in each case, to the terms of such license agreements and the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter covered by such licenses (Copyrights and Copyright Licenses being, collectively, "**Copyrights**");

3.2 All United States letters patent, patent applications and patentable inventions, including, without limitation, all patents and patent applications identified in **Schedule B** attached hereto and made a part hereof, and including without limitation (a) all inventions and improvements described and claimed therein, and patentable inventions, (b) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (c) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Patent Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (d) all rights corresponding thereto in the United States and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon, and all other rights of any kind whatsoever of the Company accruing thereunder or pertaining thereto; and all license agreements with any other person in connection with any of the Patents, including, without limitation, the license agreements listed on **Schedule B** hereto and made a part hereof, subject, in each case, to the terms of such license agreements and the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter covered by such licenses (Patents and Patent Licenses being, collectively, the "**Patents**");

3.3 All trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations, and any renewals thereof, including, without limitation, each registration and application identified in **Schedule C** attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto in the United States and all other rights of any kind whatsoever of the Company accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin; and all license agreements with any other person in connection with any of the Trademarks, including, without limitation, the license agreements listed on **Schedule C** hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter covered by such licenses (Trademarks and Trademark Licenses being, collectively, the "**Trademark Collateral**"); and

3.4 Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above.

Notwithstanding the foregoing the term "**Collateral**" shall not include: (a) any contract, instrument or chattel paper in which the Company has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of the Company therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such contract, instrument or chattel paper to enforce any remedy with respect thereto; provided, however, that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-408(a) of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code) or principles of equity; provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the term "**Collateral**" shall include, and the Company shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Investor's unconditional continuing security interest in and to all rights, title and interests of the Company in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper.

**4. Covenants and Warranties.** The Company represents, warrants, covenants and agrees as follows:

4.1 The Company is now the sole owner of the Collateral, except for non-exclusive licenses granted by the Company to its customers in the ordinary course of business;

4.2 During the term of this Agreement, the Company will not transfer or otherwise encumber any interest in the Collateral, except for non-exclusive licenses granted by the Company in the ordinary course of business or as set forth in this Agreement;

4.3 To its knowledge, each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

4.4 The Company shall deliver to Investor within thirty (30) days of the last day of each fiscal quarter, a report signed by the Company, in form reasonably acceptable to Investor, listing any applications or registrations that the Company has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations. The Company shall promptly advise Investor of any material change in the composition of the

Collateral, including but not limited to any subsequent ownership right of the Company in or to any Copyright, Patent or Trademark not specified in this Agreement;

4.5 The Company shall use reasonable commercial efforts to (i) protect, defend and maintain the validity and enforceability of the Copyrights, Patents and Trademarks (ii) detect infringements of the Copyrights, Patents and Trademarks and promptly advise Investor in writing of material infringements detected and (iii) not allow any material Copyrights, Patents or Trademarks to be abandoned, forfeited or dedicated to the public without the written consent of Investor, which consent shall not be unreasonably withheld;

4.6 The Company shall apply for registration (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable: (i) those intellectual property rights listed on **Schedules A, B and C** hereto within ninety (90) days of the date of this Agreement; and (ii) those additional intellectual property rights developed or acquired by the Company from time to time in connection with any product or service, prior to the sale or licensing of such product or the rendering of such service to any third party (including without limitation revisions or additions to the intellectual property rights listed on such **Schedules A, B and C**), except with respect to such rights that the Company determines in its sole but reasonable commercial judgment need not be registered to protect its own business interests. The Company shall, from time to time, execute and file such other instruments, and take such further actions as Investor may reasonably request from time to time to perfect or continue the perfection of Investor's interest in the Collateral. The Company shall give Investor notice of all such applications or registrations; and

4.7 The Company shall not enter into any agreement that would materially impair or conflict with the Company's obligations hereunder without Investor's prior written consent, which consent shall not be unreasonably withheld. The Company shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in the Company's rights and interests in any property included within the definition of the Collateral acquired under such contracts.

## **5. Further Assurances; Attorney in Fact.**

5.1 On a continuing basis, the Company will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Investor, to perfect Investor's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Investor the grant or perfection of a security interest in all Collateral.

5.2 The Company hereby irrevocably appoints Investor as the Company's attorney-in-fact, with full authority in the place and stead of the Company and in the name of the

Company, from time to time in Investor's discretion, to take any action and to execute any instrument which Investor may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining the Company's approval of or signature to such modification by amending **Schedules A, B and C**, hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by the Company after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which the Company no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of the Company where permitted by law, and (iii) after the occurrence of an Event of Default (defined below), to transfer the Collateral into the name of Investor or a third party to the extent permitted under the California Uniform Commercial Code.

**5. Waiver.** The Company waives all defenses and setoffs which could hinder or reduce the obligations of the Company under this Agreement. In addition, except as expressly prohibited by law, the Company waives any right they have to require Investor to give notice of the details of any public or private sale of personal property security held from the Company or pursue any remedy available to Investor.

**6. Information.** The Company shall permit Investor or its agents upon reasonable request during business hours (and upon reasonable prior notice) to have access to and to inspect all the Collateral and may from time to time verify, inspect, check, make copies of or extracts from the books, records and files of the Company, and the Company will make same available at any time for such purposes. In addition, the Company shall promptly supply Investor with financial and such other information concerning its affairs and assets as Investor may reasonably request from time to time.

**7. Event of Default.**

7.1 An event of default shall exist as defined under the Note ("*Event of Default*").

7.2 Upon the occurrence of an Event of Default, the Note and all other Liabilities may (notwithstanding any provisions thereof) at the option of Investor and without demand or notice of any kind, be declared, and thereupon immediately shall become due and payable, and Investor may exercise from time to time any rights and remedies, including the right to immediate possession of the Collateral, available to it under applicable law. The Company, as applicable, agree, in case of an Event of Default, to assemble, at its expense, all the Collateral at a convenient place acceptable to Investor and to pay all costs of Investor of collection of the Note and all other Liabilities, and enforcement of rights hereunder, including reasonable attorneys' fees and legal expenses, including participation in bankruptcy proceedings, and expense of locating the Collateral and expenses of any repairs to any realty or other property to which any of the Collateral may be affixed or be a part. If any notification of intended disposition of any of the Collateral is required by law, such notification, if mailed, shall be deemed reasonably and properly given if sent at least seven days before such disposition, postage prepaid, addressed to

the undersigned either at the address shown below, or at any other address of the undersigned appearing on the records of Investor.

7.3 THE COMPANY AGREES THAT INVESTOR SHALL, IN THE EVENT OF ANY DEFAULT, HAVE THE RIGHT TO PEACEFULLY TAKE POSSESSION ANY OF THE COLLATERAL. THE COMPANY WAIVES ANY RIGHT THEY MAY HAVE, IN SUCH INSTANCE, TO A JUDICIAL HEARING PRIOR TO SUCH RETAKING.

## 8. General.

8.1 Time shall be deemed of the very essence of this Agreement. Except as otherwise defined in this Agreement, all terms in this Agreement shall have the meanings provided by Michigan Code Title 6, Articles 1-11, as amended, revised or replaced by any successor laws hereafter enacted (the "*Michigan Uniform Commercial Code*"). Investor shall be deemed to have exercised reasonable care in the custody and preservation of any Collateral in its possession if it takes such action for that purpose as the Company request in writing, but failure of Investor to comply with any such request shall not of itself be deemed a failure to exercise reasonable care, and failure of Investor to preserve or protect any rights with respect to such Collateral against any prior parties or to do any act with respect to the preservation of such Collateral not so requested by the Company shall not be deemed a failure to exercise reasonable care in the custody and preservation of such Collateral. Any delay on the part of Investor in exercising any power, privilege or right hereunder, or under any other instrument executed by the Company to Investor in connection herewith shall not operate as a waiver thereof, and no single or partial exercise thereof, or the exercise of any other power, privilege or right shall preclude other or further exercise thereof, or the exercise of any other power, privilege or right. The waiver by Investor of any Event of Default by the Company shall not constitute a waiver of any subsequent Events of Default, but shall be restricted to the Event of Default so waived. All rights, remedies and powers of Investor hereunder are irrevocable and cumulative, and not alternative or exclusive, and shall be in addition to all rights, remedies and powers given hereunder or in or by any other instruments or by the Michigan Uniform Commercial Code, or any laws now existing or hereafter enacted.

8.2 This Agreement shall be construed in accordance with the laws of the State of Michigan without giving effect to any applicable principles of conflicts of laws. Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. The rights and privileges of Investor hereunder shall inure to the benefit of its successors and assigns and this Agreement shall be binding on all heirs, executors, administrators, assigns and successors of the Company.

8.3 All notices and other communications required or permitted hereunder shall be in writing and shall be hand delivered or sent via facsimile, overnight courier service or mailed



**Execution Final**

by certified or registered mail, postage prepaid, return receipt requested, addressed or sent (i) if to Investor, at the address furnished by Investor to the Company in writing, or (ii) if to the Company, at the address first shown above, or at such other address as the Company shall have furnished to Investor in writing.

8.4. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior written and oral communications or understandings. This Agreement may be amended or supplemented only by a writing signed on behalf of both parties. The Company acknowledges receipt of a true and complete copy of this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

8.5 INVESTOR AND THE COMPANY ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT, BUT ONE THAT MAY BE WAIVED. AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, INVESTOR AND THE COMPANY WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT.

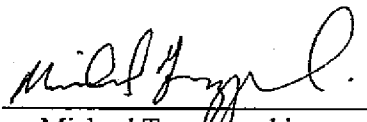
*End of Agreement – signatures appear on next page*

*Signature page to  
Intellectual Property Security Agreement  
between Plexus Systems, Inc. and HV Capital, LLC  
dated April 30, 2008*

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Security Agreement on the day and year first above written.

**COMPANY**

Plexus Systems, Inc., a Delaware corporation

By:   
Michael Twarozynski  
Its: CFO, Secretary and Treasurer

**INVESTOR**

HV Capital, LLC  
a Delaware limited liability company

By: GWH Management, LLC, Manager

By: \_\_\_\_\_  
Glennon W. Healey  
Its: Manager

**Execution Final**

*Signature page to  
Intellectual Property Security Agreement  
between Plexus Systems, Inc. and HV Capital, LLC  
dated April 30, 2008*

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Security Agreement on the day and year first above written.

**COMPANY**

Plexus Systems, Inc., a Delaware corporation

By: \_\_\_\_\_  
Michael Twarozynski  
Its: CFO, Secretary and Treasurer

**INVESTOR**

HV Capital, LLC  
a Delaware limited liability company

By: GWH Management, LLC, Manager  
By: Glenn W. Healey  
Glenn W. Healey  
Its: Manager

SCHEDULE A

Copyrights

None.

SCHEDULE B

Patents

Title	App. No.	Reg. No.	Filing Date	Date Granted	Owner	Issues
Graphical user interface shop floor control system	09/086950	6523045	5/29/98	2/18/03	Plexus Systems, Inc.	Security Interest of Comerica Bank as of 6/14/06
Graphical user interface shop floor control system	09/086751	6396516	5/29/98	5/28/02	Plexus Systems, Inc.	Security Interest of Comerica Bank as of 6/14/06
Graphical user interface shop floor control system	09/086718	6336053	5/29/98	1/1/02	Plexus Systems, Inc.	Security Interest of Comerica Bank as of 6/14/06

SCHEDULE C

Trademarks

Mark	Applic. No. or Reg. No.	Filing Date	Reg. Date	Owner	Issues
PLEXUS ONLINE	2,909,738	6/16/03	12/14/04	Plexus Systems, Inc.	Security Interest of Comerica Bank as of 6/14/06
ER LOG	2,388,915	8/13/99	9/19/00	Plexus Systems, Inc.	Security Interest of Comerica Bank as of 6/14/06
PLEXUS	2,073,110	7/31/95	6/24/97	Plexus Systems, Inc.	Security Interest Comerica Bank as of 6/14/06