

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
Sparton Corporation		11/15/2012	CORPORATION: OHIO
Sparton Technology, Inc.		11/15/2012	CORPORATION: NEW MEXICO
Sparton Electronics Florida, Inc.		11/15/2012	CORPORATION: FLORIDA
Onyx EMS, LLC		11/15/2012	LIMITED LIABILITY COMPANY: SOUTH DAKOTA

RECEIVING PARTY DATA

Name:	BMO Harris Bank N.A.
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4202250	ADAPTNAV
Registration Number:	4202251	NORTHTEK
Registration Number:	3526285	SPARTON
Registration Number:	3526284	SPARTON
Registration Number:	3299019	SPARTON MEDICAL SYSTEMS
Registration Number:	3299020	SPARTON MEDICAL SYSTEMS
Registration Number:	1577510	POWERCOM
Registration Number:	1358965	SPARTON
Serial Number:	85436980	ONYX EMS

CORRESPONDENCE DATA

900239338

TRADEMARK
 REEL: 004905 FRAME: 0318

CH \$240.00 4202250

Fax Number: 3126095005

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

Phone: 312-609-7897

Email: hmill@vedderprice.com

Correspondent Name: Holly Miller

Address Line 1: 222 North LaSalle Street - 24th Floor

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	44456.00.0002
NAME OF SUBMITTER:	Holly Miller
Signature:	/Holly Miller/
Date:	11/21/2012

Total Attachments: 6

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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of November 15, 2012 is made by SPARTON CORPORATION, an Ohio corporation, SPARTON TECHNOLOGY, INC., a New Mexico corporation, SPARTON ELECTRONICS FLORIDA, INC., a Florida corporation, and ONYX EMS, LLC, a South Dakota limited liability company each located at 425 N. Martingale, Suite 2050, Schaumburg, IL 60173 (collectively, the "Grantor"), in favor of BMO HARRIS BANK N.A., a national banking association, as administrative agent (the "Administrative Agent") in connection with that certain Security Agreement dated as of November 15, 2012 among Grantor, the other "Grantors" party thereto and the Administrative Agent (as amended, restated, supplemented or modified from time to time, the "Security Agreement"). Capitalized terms not otherwise defined herein are being used herein as defined in the Security Agreement.

WITNESSETH:

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Administrative Agent for the benefit of the Lenders a continuing security interest in all Intellectual Property constituting Collateral, including the Trademarks listed on Schedule A hereto (the "Additional Intellectual Property"); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Borrowers pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Administrative Agent and the Lenders, as follows:

SECTION 1. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, the Additional Intellectual Property) (collectively, the "Collateral"), to the Administrative Agent for the benefit of the Administrative Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 2. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Administrative Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 3. 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 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. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (INCLUDING, WITHOUT LIMITATION, 735 ILCS SECTION 105/5-1 ET SEQ., BUT OTHERWISE WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS.


(Signature Page Follows)

(Signature Page to Grant of Security Interest In Trademark Rights)

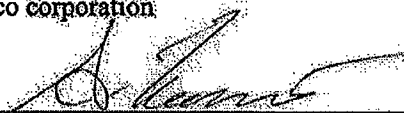
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GRANTOR:

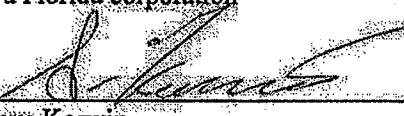
SPARTON CORPORATION, an Ohio corporation

By: 
Michael Osborne
Senior Vice President, Corporate
Development

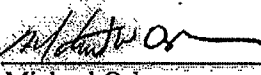
SPARTON TECHNOLOGY, INC., a New Mexico corporation

By: 
Steve Korwin
Vice President

SPARTON ELECTRONICS FLORIDA, INC., a Florida corporation

By: 
Steve Korwin
Vice President

ONYX EMS, LLC., a South Dakota limited liability company

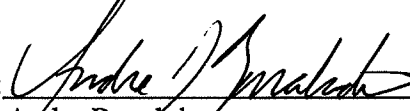
By: 
Michael Osborne
President

CHICAGO/#2384357

(Signature Page to Grant of Security Interest In Trademark Rights)

ADMINISTRATIVE AGENT:

BMO HARRIS BANK N.A.

By: 
Andre Bonakdar
Vice President

SCHEDULE A
(To Grant Security Interest in Trademark Rights)

**U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS
AND U.S. EXCLUSIVE TRADEMARK LICENSES**

Exhibit A to Trademark Security Agreement

Loan Party Name	Trademarks / Registration or Application Numbers and Jurisdictions
Sparton Electronics Florida, Inc.	ADAPTNAV/ 4,202,250 US
Sparton Electronics Florida, Inc.	NORTHTEK/ 4,202,251 US
Sparton Corporation	SPARTON/ 3,526,285 US
Sparton Corporation	SPARTON/ 3,526,284 US
Sparton Corporation	SPARTON MEDICAL SYSTEMS/ 3,299,019 US
Sparton Corporation	SPARTON MEDICAL SYSTEMS/ 3,299,020 US
Sparton Technology, Inc.	POWERCOM/ 1,577,510 US
Sparton Corporation	SPARTON/ 1,358,965 US
Onyx EMS, LLC	Onyx EMS/ 85/436980 US