

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM361398

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PNC Bank, National Association		10/30/2015	national banking association: PENNSYLVANIA

## RECEIVING PARTY DATA

<b>Name:</b>	Siena Lending Group, LLC
<b>Street Address:</b>	9 W Broad Street
<b>Internal Address:</b>	5th Floor
<b>City:</b>	Stamford
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06902
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

## PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2384257	SYPRIS SOLUTIONS
Registration Number:	2758566	
Registration Number:	2763897	SYPRIS
Registration Number:	0947491	TUBE TURNS
Registration Number:	0582702	TT
Registration Number:	0608745	PIPING ENGINEERING
Registration Number:	0816493	SWEL-PLUG
Registration Number:	0820594	TUBE-TURN
Registration Number:	3659571	TOOL-LESS
Registration Number:	3633291	RASKL
Registration Number:	3960039	CYBER RESILIENCY

## CORRESPONDENCE DATA

Fax Number: 2158325619

*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: 215-569-5619

Email: pecsenye@blankrome.com

TRADEMARK

**Correspondent Name:** Timothy D. Pecsénye  
**Address Line 1:** Blank Rome LLP  
**Address Line 2:** One Logan Square, 8th Floor  
**Address Line 4:** Philadelphia, PENNSYLVANIA 19103-6998

**ATTORNEY DOCKET NUMBER:** 140690-01033

**NAME OF SUBMITTER:** Timothy D. Pecsénye

**SIGNATURE:** /Timothy D. Pecsénye/

**DATE SIGNED:** 11/05/2015

**Total Attachments: 28**

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**ASSIGNMENT OF GRANT OF SECURITY INTEREST  
IN TRADEMARKS AND PATENTS**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PNC Bank, National Association, with an address of 1900 East 9<sup>th</sup> Street, Cleveland, OH 44114 ("Assignor"), hereby assigns to Siena Lending Group, LLC, with an address of 9 West Broad Street, 5<sup>th</sup> Floor, Stamford, CT 06902 ("Assignee"), all of its rights, title and interests in and to the: trademarks, trademark applications, trademark registrations, pending patent applications, issued patents, and any subsequently filed patent applications claiming priority to any of the pending patent applications or issued patents listed in the following documents, together with any and all claims, rights and causes of action Assignor may have against Sypris Electronics, LLC, or Sypris Technologies, Inc., in the same:

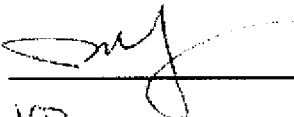
1. Trademark Security Agreement between between Sypris Solutions, Inc., LLC, and Sypris Technologies, Inc. (pledgors or "Assignors" therein) and PNC Bank, N.A. (lender or "Assignee" therein) dated as of May 12, 2011, and recorded with the United States Patent and Trademark Office on May 25, 2011, in Reel 004548, Frame 0140, a true and correct copy of which is attached hereto and made part hereof;
2. Patent Security Agreement between Sypris Data Systems, Inc., and Sypris Technologies, Inc. (pledgors or "Assignors" therein) and PNC Bank, N.A. (lender or "Assignee" therein) dated as of May 12, 2011, and recorded with the United States Patent and Trademark Office on May 16, 2011, in Reel 026279, Frame 0001, a true and correct copy of which is attached hereto and made part hereof;
3. Trademark Security Agreement between Sypris Electronics, LLC, (pledgor or "Assignor" therein) and PNC Bank, N.A. (lender or "Assignee" therein) dated as of February 10, 2015, and recorded with the United States Patent and Trademark Office on February 19, 2015, in Reel 005462, Frame 0775, a true and correct copy of which is attached hereto and made part hereof; and
4. Patent Security Agreement between Sypris Technologies, Inc. and Sypris Electronics, LLC (pledgors or "Assignors" therein), and PNC Bank, N.A. (lender or "Assignee" therein) dated as of February 12, 2015, and recorded with the United States Patent and Trademark Office on February 19, 2015, in Reel 034945, Frame 0537, a true and correct copy of which is attached hereto and made part hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed and delivered the Assignment this

October day of 30, 2015.

PNC BANK, National Association

Name: 

Title: VP

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 12, 2011, is made by SYPRIS SOLUTIONS, INC., a Delaware corporation, SYPRIS TECHNOLOGIES, INC., a Delaware corporation, and SYPRIS ELECTRONICS, LLC, a Delaware limited liability company (individually and collectively, the "Debtor"), in favor of PNC BANK, NATIONAL ASSOCIATION, as agent for the Lenders (as defined below) (in such capacity, together with its successors, the "Secured Party").

### RECITALS

A. The Debtor, the other Borrowers party thereto, the Lenders party thereto, and the Secured Party are parties to that certain Revolving Credit and Security Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have agreed to make certain loans and other financial accommodations to or for the benefit of the Borrowers, and pursuant to which the Debtor has granted to the Secured Party for the benefit of the Lenders security interests in (among other things) all or substantially all of the General Intangibles of the Debtor.

B. Pursuant to the Credit Agreement, the Debtor has agreed to execute and deliver this Agreement to the Secured Party 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 Secured Party's security interests in the trademarks and other General Intangibles described herein.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Debtor hereby agrees in favor of the Secured Party, for the benefit of the Lenders, as follows:

1. Definitions; Interpretation.

(a) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Event of Default" means any Event of Default under the Credit Agreement.

"Lenders" means, individually and collectively, each of the lenders identified on the signature pages of the Credit Agreement, and any other Person made a party thereto as a Lender in accordance with the provisions of the Credit Agreement (together with their respective successors and permitted assigns).

"PTO" means the United States Patent and Trademark Office.

"Secured Party" has the meaning set forth in the introductory paragraph of this Agreement.

"Trademark Collateral" has the meaning set forth in Section 2.

“Trademarks” has the meaning set forth in Section 2.

“UCC” means the Uniform Commercial Code as in effect from time to time in the State of Ohio.

“United States” and “U.S.” each mean the United States of America.

(b) Terms Defined in UCC. Where applicable and except as otherwise defined herein, capitalized terms used in this Agreement shall have the meanings ascribed to them in the UCC.

(c) Interpretation. In this Agreement, except to the extent the context otherwise requires:

(i) Any reference to a Section or a Schedule is a reference to a section hereof, or a schedule hereto, respectively, and any reference to a subsection or a clause is, unless otherwise stated, a reference to a subsection or a clause of the Section or subsection in which the reference appears.

(ii) The words “hereof,” “herein,” “hereto,” “hereunder” and the like mean and refer to this Agreement as a whole and not merely to the specific section, subsection, paragraph or clause in which the respective word appears.

(iii) The meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined.

(iv) The words “including” and “include” shall be deemed to be followed by the words “without limitation.”

(v) References to agreements and other contractual instruments shall be deemed to include all subsequent permitted amendments, restatements, supplements, refinancings, renewals, extensions, and other modifications thereto and thereof.

(vi) Any captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

(vii) Capitalized words not otherwise defined herein shall have the respective meanings assigned to them in the Credit Agreement.

(viii) In the event of a direct conflict between the terms and provisions of this Agreement and the Credit Agreement, it is the intention of the parties hereto that both such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of the Credit Agreement shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of the Debtor and supplemental rights and remedies in favor of the Secured Party for the benefit of the Lenders (whether under federal law or applicable state law), in

each case in respect of the Trademark Collateral, shall not be deemed a conflict with the Credit Agreement.

2. Security Interest.

(a) Assignment and Grant of Security. In order to secure prompt payment of the Obligations in accordance with the terms and conditions of the Credit Agreement and the Other Documents and in order to secure prompt performance by the Borrowers of each of their respective covenants and duties under the Credit Agreement and the Other Documents, the Debtor hereby grants to the Agent, for the benefit of the Lenders, a continuing security interest in all of the Debtor's right, title, and interest in and to the following property, whether currently existing or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(i) all common law, state and federal trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, Internet domain names, other source or business identifiers, designs and General Intangibles of like nature, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by the Debtor, and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the PTO, any State of the United States (but excluding each application to register any trademark, service mark, or other mark prior to the filing under applicable law of a verified and accepted Statement of Use (or the equivalent) for such trademark or service mark) and all extensions or renewals thereof, including without limitation any of the foregoing identified on Schedule A hereto and any and all variations thereof (as such schedule may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in the name of the Debtor or in the name of the Secured Party for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks");

(ii) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(iii) all General Intangibles (as defined in the UCC) and all intangible intellectual or other similar property of the Debtor of any kind or nature, whether now owned or hereafter acquired or developed, associated with or arising out of any of the Trademarks and not otherwise described above, including all the goodwill of the Debtor's business symbolized by the Trademarks or associated therewith; and

(iv) all products and proceeds of any and all of the foregoing.

(b) Continuing Security Interest. The Debtor hereby agrees that this Agreement shall create a continuing security interest in the Trademark Collateral which shall remain in effect until terminated in accordance with Section 12.

(c) Incorporation into Credit Agreement. This Agreement shall be fully incorporated into the Credit Agreement and all understandings, agreements and provisions contained in the Credit Agreement shall be fully incorporated into this Agreement. Without limiting the foregoing, the Trademark Collateral described in this Agreement shall constitute part of the “Collateral” as defined in the Credit Agreement.

(d) Licenses. Anything in the Credit Agreement or this Agreement to the contrary notwithstanding, the Debtor may grant non-exclusive licenses of the Trademark Collateral (subject to the security interest of the Secured Party therein) in the ordinary course of business.

3. Further Assurances; Appointment of Secured Party as Attorney-in-Fact. The Debtor at its expense shall execute and deliver, or cause to be executed and delivered, to the Secured Party any and all documents and instruments, in form and substance reasonably satisfactory to the Secured Party, and take any and all action, which the Secured Party may reasonably request from time to time, to perfect and continue the perfection or to maintain the priority of, or provide notice of the security interest in, or maintain, preserve and protect the Trademark Collateral held by the Secured Party for the benefit of the Lenders and to accomplish the purposes of this Agreement. The Debtor hereby irrevocably constitutes and appoints the Secured Party (and any of the Secured Party’s officers or employees or agents designated by the Secured Party) as the Debtor’s true and lawful attorney-in-fact with full power and authority (i) during the continuance of any Event of Default to sign the name of the Debtor on all or any of such documents or instruments and perform all other acts that the Secured Party in the exercise of its sole discretion deems necessary or advisable in order to perfect or continue the perfection of, maintain the priority or enforceability of, or provide notice of the security interest in, the Trademark Collateral held by the Secured Party for the benefit of the Lenders, and (ii) during the continuance of any Event of Default, to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of the Debtor, which the Secured Party may deem reasonably necessary or advisable to perfect or continue the perfection of, maintain the priority or enforceability of, or provide notice of the security interest in, the Trademark Collateral held by the Secured Party or maintain, preserve and protect the Trademark Collateral and to accomplish the purposes of this Agreement, including (A) during the continuance of any Event of Default, to defend, settle, adjust or institute any action, suit or proceeding with respect to the Trademark Collateral, (B) during the continuance of any Event of Default, to assert or retain any rights under any license agreement for any of the Trademark Collateral, including any rights of the Debtor arising under Section 365(n) of the Bankruptcy Code, and (C) after the occurrence of any Event of Default and the Obligations being payable in full, to execute any and all applications, documents, papers and instruments for the Secured Party to use the Trademark Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Trademark Collateral, and to assign, convey or otherwise transfer title in or dispose of the Trademark Collateral. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 12.

4. Representations and Warranties. The Debtor represents and warrants to the Secured Party and each Lender, as follows:



(a) No Other Trademarks. As of the date hereof, Schedule A sets forth a true and correct list of all material Trademarks that are registered, or for which any application for registration has been filed, with the PTO or any corresponding or similar trademark office of any other U.S. jurisdiction, and that are owned by Debtor.

(b) Trademarks Subsisting. As of the date hereof, except as would not reasonably be expected to have a Material Adverse Effect, each of the Trademarks listed on Schedule A is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, all maintenance fees required to be paid on account of any Trademarks have been timely paid for maintaining such Trademarks in force, and, to the best of the Debtor's knowledge, each of the Trademarks is valid and enforceable.

(c) Ownership of Trademark Collateral; No Violation. As of the date hereof, except as would not reasonably be expected to have a Material Adverse Effect, (i) the Debtor has rights in and good title to its interests in the existing Trademark Collateral, (ii) with respect to the Trademark Collateral shown on Schedule A hereto as owned by it, the Debtor is the sole and exclusive owner thereof, free and clear of any Liens (other than Permitted Encumbrances), and (iii) with respect to any Trademarks for which the Debtor is either a licensor or a licensee pursuant to a license or licensing agreement regarding such Trademark Collateral, each such license or licensing agreement is in full force and effect, the Debtor is not in material default of any of its obligations thereunder and, other than (A) the parties to such licenses or licensing agreements, or (B) in the case of any non-exclusive license or license agreement entered into by the Debtor or any such licensor regarding such Trademark, the parties to any other such nonexclusive licenses or license agreements entered into by the Debtor or any such licensor with any other Person, no other Person has any rights in or to any of the Trademark Collateral.

(d) No Infringement. As of the date hereof, to the Debtor's knowledge, except as would not reasonably be expected to have a Material Adverse Effect, (i) no material infringement or unauthorized use presently is being made of any of the Trademark Collateral by any Person, and (ii) the past, present and contemplated future use of the Trademark Collateral by the Debtor has not, and does not infringe upon or violate any right, privilege or license agreement of or with any other Person.

(e) Powers. As of the date hereof, the Debtor has the right, power and authority to pledge and to grant to the Secured Party a security interest in all of the Trademark Collateral owned by it pursuant to this Agreement, and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person (other than contents or approvals that have been obtained).

(f) No Violation. The execution, delivery and performance by the Debtor of this Agreement do not violate any provision of law or the articles of incorporation or by-laws or similar organizational documents of the Debtor or result in a breach of or constitute a material default under any contract, obligation, indenture or other instrument to which the Debtor is a party or by which the Debtor may be bound.

(g) Authorization. This Agreement has been duly authorized, executed and delivered, and constitutes, a legal, valid and binding agreement of the Debtor, enforceable in

accordance with its terms, except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or limiting creditors' rights generally.

5. Compliance with Law. The Debtor covenants that so long as this Agreement shall be in effect, the Debtor shall comply, in all material respects, with all applicable statutory and regulatory requirements in connection with any and all of the Trademark Collateral and give notice of trademark claims, prosecute such material claims, and do all other acts and take all other measures which may be reasonably necessary or desirable to preserve, protect and maintain such Trademark Collateral and all of the Debtor's rights therein, including diligently prosecute any material trademark application pending as of the date of this Agreement or thereafter.

6. Future Rights. For so long as any of the Obligations shall remain outstanding, or, if earlier, until the Secured Party shall have released or terminated, in whole but not in part, its interest in the Trademark Collateral, if and when the Debtor shall obtain rights to any new Trademarks, or any reissue, renewal or extension of any Trademarks, the provisions of Section 2 shall automatically apply thereto. The Debtor shall do all things reasonably requested by the Secured Party to ensure the validity, perfection, priority and enforceability of the security interests of the Secured Party in such future acquired Trademark Collateral. Secured Party may, during the continuance of an Event of Default, modify, amend or supplement the Schedules hereto and to re-execute this Agreement from time to time on the Debtor's behalf and as its attorney-in-fact to include any future Trademarks which are or become Trademark Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

7. Binding Effect. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Debtor and the Secured Party and their respective successors and permitted assigns.

8. Choice of Law and Venue; Jury Trial Waiver. **This Agreement will be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State of Ohio, without regard to conflicts of law principles. Debtor hereby agrees to the non-exclusive jurisdiction of any state or federal court located within the State of Ohio. Debtor waives any objection based on forum non conveniens and any objection to venue of any action instituted hereunder. Debtor and Secured Party each waive any right to trial by jury in any action or proceeding relating to this Agreement, any documents evidencing any of the Obligations, or any transaction contemplated in any of such agreements.**

9. Entire Agreement; Amendment. This Agreement and the Credit Agreement, together with the Schedules hereto and thereto, contain the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts, agreements and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties as provided in the Credit Agreement. Notwithstanding the foregoing, the Secured Party may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof.

10. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

11. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

12. Termination. This Agreement shall remain in effect until all Obligations have been paid in full (or, with respect to outstanding Letters of Credit, cash collateralized) and each Lender's obligations to provide additional credit under the Credit Agreement have been terminated.

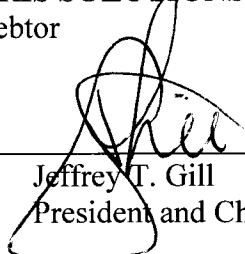
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[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Trademark Security Agreement as of the date first above written.

**SYPRIS SOLUTIONS, INC.,**

as Debtor

By:  \_\_\_\_\_

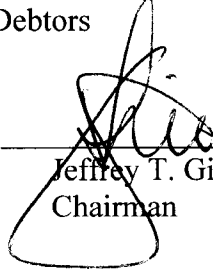
Jeffrey T. Gill

President and Chief Executive Officer

**SYPRIS TECHNOLOGIES, INC.,**

**SYPRIS ELECTRONICS, LLC,**

as Debtors


By:  \_\_\_\_\_

Jeffrey T. Gill

Chairman

[Signature Page to Trademark Security Agreement]

**PNC Bank, National Association,**  
as Secured Party

By:   
Gerald R. Kirpes  
Senior Vice President

## SCHEDULE A

### Trademarks

<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.
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> "tt" Trademark for Tube Turns Technologies, Inc.(name change)	Registration#: 582,702 Serial#:71-625,700	Registration Date:11/24/1953 Filing Date: 02/28/1952	U.S.A.
	<b>Trademark:</b> "Piping Engineering"	Registration#: 608,745 Serial#:71-635,447	Registration Date:07/12/1955 Filing Date: 09/18/1952	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.
Sypris Electronics, LLC	<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> "RASKL" word mark	Registration#: 3,633,291 Serial#:78920630	Registration Date: 06/02/2009 Filing Date: 06/30/2006	U.S.A

CINLibrary 1030997.0585071 2292569v4

## **PATENT SECURITY AGREEMENT**

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement"), dated as of May 12, 2011, is made by SYPRIS DATA SYSTEMS, INC., a Delaware corporation, 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 PNC BANK, NATIONAL ASSOCIATION, as agent for the Lenders (as defined below) (in such capacity, together with its successors, the "Agent").

### RECITALS

A. The Grantors, the other Borrowers party thereto, the Lenders party thereto, and the Agent are parties to that certain Revolving Credit and Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have agreed to make certain loans and other financial accommodations to or for the benefit of the Grantors, and the Grantors have granted to the Agent for the benefit of the Lenders, security interests in (among other assets) all or substantially all of the General Intangibles of the Grantors.

B. Pursuant to the Credit Agreement, each Grantor has agreed to execute and deliver this Patent Security Agreement to the Agent 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 Agent'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 Agent, for the benefit of the Lenders, as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement. 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 Agent, for the benefit of the Lenders, 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 Agent and each Lender that a true and correct list of all of the existing Patent Collateral consisting of U.S. patents and patent applications or registrations owned by any Borrower, in whole or in part, is set forth on the attached Schedule I.

3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the Lien created hereby secures the payment and performance of all the 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 Obligations and would be owed by Borrowers, Grantors, or any of them, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SUPPLEMENT TO CREDIT AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Credit 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 Agent with respect to any such new patent rights, and Agent 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 Agent'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 Credit Agreement, or any Other 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 Obligations have been paid in full (or, with respect to outstanding Letters of Credit, cash collateralized) and each Lender’s obligations to provide additional credit under the Credit Agreement have been terminated.

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 Ohio, 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 Ohio. Each Grantor waives any objection based on forum non conveniens and any objection to venue of any action instituted hereunder. Each Grantor and Agent waive any right to trial by jury in any action or proceeding relating to this Patent Security Agreement, any documents evidencing any of the Obligations, or any transaction contemplated in any of such agreements.**

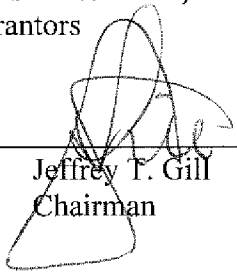
[Signature Pages Follow]

[Signature Page to Patent Security Agreement]

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


**Sypris Data Systems, Inc.,  
Sypris Technologies, Inc.,  
Sypris Electronics, LLC,**  
as Grantors

By: \_\_\_\_\_

  
Jeffrey T. Gill  
Chairman

[Signature Page to Patent Security Agreement]

**PNC Bank, National Association,**  
as Agent

By:   
Gerald R. Kirpes  
Senior Vice President

CINLibrary 1030997.0585071 2294427v3

Schedule I  
Patent Collateral

**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	Electronic Memory Key (Raskl)	Serial#: 12/125,597	Filing Date: 5/22/2008	U.S.A
Sypris Electronics, LLC	Apparatus and Method for Protecting Packet-Switched Networks from Unauthorized Use	Serial#: 12/653,560	Filing Date: 12/15/2009	U.S.A
Sypris Electronics, LLC	Secure Network Extension Device and Method	Serial#: 12/845,738	Filing Date: 7/29/2010	U.S.A.
Sypris Electronics, LLC	Handheld Electronic Device (aka 'Keystone') (Design)	Serial#: 29/376,305	Filing Date: 10/5/2010	U.S.A.
Sypris Electronics, LLC	Handheld Electronic Device (aka 'Keystone') (Design)	Serial#: 29/376,308	Filing Date: 10/5/2010	U.S.A.
Sypris Electronics, LLC	Handheld Electronic Device (aka 'Keystone') (Design)	Serial#: 29/376,312	Filing Date: 10/5/2010	U.S.A.
Sypris Electronics, LLC	Discretely-Allocated Multicore Processing System (aka 'SHARP')	Serial#: 12/911,161	Filing Date: 10/25/2010	U.S.A.
Sypris Electronics, LLC	Peer-To-Peer Trusted Network Using Shared Symmetric Keys	Filing Pending	Filing Date anticipated 4/21/2011	U.S.A.
Sypris Technologies, Inc.	Closure having a segmented locking ring	Serial#:12/681,384 Publication#: US20100206878A1	Filing Date: 4/2/2010; Publication Date: 8/19/2010	U.S.A.
Sypris Technologies, Inc	Closure having a segmented locking ring	Serial#:12/051886 Publication#: US20090084791	Filing Date: 1/29/2008; Publication Date: 4/2/2009	U.S.A.
Sypris Technologies, Inc	Bi-Metallic Transition Joint (Structure)	Serial#: 12/488,125	Filing Date: 6/19/2009	U.S.A
Sypris Technologies, Inc	Actuated Breach Lock	Serial#: 12/580,925	Filing Date: 10/16/2009	U.S.A

**Patents:**

<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 Technologies, Inc.	Locking Ring Actuator for a Pressure Retaining Closure	Registration#:7,896,187 Serial #: 11/866,218	3/1/2011	U.S.A
Sypris Data Systems, Inc.	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.

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 10, 2015, is made by SYPRIS ELECTRONICS, LLC, a Delaware limited liability company (the "Debtor"), in favor of PNC BANK, NATIONAL ASSOCIATION, as agent for the Lenders (as defined below) (in such capacity, together with its successors, the "Secured Party").

### RECITALS

A. The Debtor, the other Borrowers party thereto, the Lenders party thereto, and the Secured Party are parties to that certain Revolving Credit and Security Agreement dated as of May 12, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have agreed to make certain loans and other financial accommodations to or for the benefit of the Borrowers, and pursuant to which the Debtor has granted to the Secured Party for the benefit of the Lenders security interests in (among other things) all or substantially all of the General Intangibles of the Debtor.

B. Pursuant to the Credit Agreement, the Debtor has agreed to execute and deliver this Agreement to the Secured Party 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 Secured Party's security interests in the trademarks and other General Intangibles described herein.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Debtor hereby agrees in favor of the Secured Party, for the benefit of the Lenders, as follows:

1. Definitions; Interpretation.

(a) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Event of Default" means any Event of Default under the Credit Agreement.

"Lenders" means, individually and collectively, each of the lenders identified on the signature pages of the Credit Agreement, and any other Person made a party thereto as a Lender in accordance with the provisions of the Credit Agreement (together with their respective successors and permitted assigns).

"PTO" means the United States Patent and Trademark Office.

"Secured Party" has the meaning set forth in the introductory paragraph of this Agreement.

"Trademark Collateral" has the meaning set forth in Section 2.

"Trademarks" has the meaning set forth in Section 2.

“UCC” means the Uniform Commercial Code as in effect from time to time in the State of Ohio.

“United States” and “U.S.” each mean the United States of America.

(b) Terms Defined in UCC. Where applicable and except as otherwise defined herein, capitalized terms used in this Agreement shall have the meanings ascribed to them in the UCC.

(c) Interpretation. In this Agreement, except to the extent the context otherwise requires:

(i) Any reference to a Section or a Schedule is a reference to a section hereof, or a schedule hereto, respectively, and any reference to a subsection or a clause is, unless otherwise stated, a reference to a subsection or a clause of the Section or subsection in which the reference appears.

(ii) The words “hereof,” “herein,” “hereto,” “hereunder” and the like mean and refer to this Agreement as a whole and not merely to the specific section, subsection, paragraph or clause in which the respective word appears.

(iii) The meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined.

(iv) The words “including” and “include” shall be deemed to be followed by the words “without limitation.”

(v) References to agreements and other contractual instruments shall be deemed to include all subsequent permitted amendments, restatements, supplements, refinancings, renewals, extensions, and other modifications thereto and thereof.

(vi) Any captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

(vii) Capitalized words not otherwise defined herein shall have the respective meanings assigned to them in the Credit Agreement.

(viii) In the event of a direct conflict between the terms and provisions of this Agreement and the Credit Agreement, it is the intention of the parties hereto that both such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of the Credit Agreement shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of the Debtor and supplemental rights and remedies in favor of the Secured Party for the benefit of the Lenders (whether under federal law or applicable state law), in each case in respect of the Trademark Collateral, shall not be deemed a conflict with the Credit Agreement.

2. Security Interest.

(a) Assignment and Grant of Security. In order to secure prompt payment of the Obligations in accordance with the terms and conditions of the Credit Agreement and the Other Documents and in order to secure prompt performance by the Borrowers of each of their respective covenants and duties under the Credit Agreement and the Other Documents, the Debtor hereby grants to the Agent, for the benefit of the Lenders, a continuing security interest in all of the Debtor's right, title, and interest in and to the following property, whether currently existing or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(i) all common law, state and federal trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, Internet domain names, other source or business identifiers, designs and General Intangibles of like nature, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by the Debtor, and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the PTO, any State of the United States (but excluding each application to register any trademark, service mark, or other mark prior to the filing under applicable law of a verified and accepted Statement of Use (or the equivalent) for such trademark or service mark) and all extensions or renewals thereof, including without limitation any of the foregoing identified on Schedule A hereto and any and all variations thereof (as such schedule may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in the name of the Debtor or in the name of the Secured Party for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks");

(ii) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(iii) all General Intangibles (as defined in the UCC) and all intangible intellectual or other similar property of the Debtor of any kind or nature, whether now owned or hereafter acquired or developed, associated with or arising out of any of the Trademarks and not otherwise described above, including all the goodwill of the Debtor's business symbolized by the Trademarks or associated therewith; and

(iv) all products and proceeds of any and all of the foregoing.

(b) Continuing Security Interest. The Debtor hereby agrees that this Agreement shall create a continuing security interest in the Trademark Collateral which shall remain in effect until terminated in accordance with Section 12.

(c) Incorporation into Credit Agreement. This Agreement shall be fully incorporated into the Credit Agreement and all understandings, agreements and provisions

contained in the Credit Agreement shall be fully incorporated into this Agreement. Without limiting the foregoing, the Trademark Collateral described in this Agreement shall constitute part of the "Collateral" as defined in the Credit Agreement.

(d) Licenses. Anything in the Credit Agreement or this Agreement to the contrary notwithstanding, the Debtor may grant non-exclusive licenses of the Trademark Collateral (subject to the security interest of the Secured Party therein) in the ordinary course of business.

3. Further Assurances; Appointment of Secured Party as Attorney-in-Fact. The Debtor at its expense shall execute and deliver, or cause to be executed and delivered, to the Secured Party any and all documents and instruments, in form and substance reasonably satisfactory to the Secured Party, and take any and all action, which the Secured Party may reasonably request from time to time, to perfect and continue the perfection or to maintain the priority of, or provide notice of the security interest in, or maintain, preserve and protect the Trademark Collateral held by the Secured Party for the benefit of the Lenders and to accomplish the purposes of this Agreement. The Debtor hereby irrevocably constitutes and appoints the Secured Party (and any of the Secured Party's officers or employees or agents designated by the Secured Party) as the Debtor's true and lawful attorney-in-fact with full power and authority (i) during the continuance of any Event of Default to sign the name of the Debtor on all or any of such documents or instruments and perform all other acts that the Secured Party in the exercise of its sole discretion deems necessary or advisable in order to perfect or continue the perfection of, maintain the priority or enforceability of, or provide notice of the security interest in, the Trademark Collateral held by the Secured Party for the benefit of the Lenders, and (ii) during the continuance of any Event of Default, to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of the Debtor, which the Secured Party may deem reasonably necessary or advisable to perfect or continue the perfection of, maintain the priority or enforceability of, or provide notice of the security interest in, the Trademark Collateral held by the Secured Party or maintain, preserve and protect the Trademark Collateral and to accomplish the purposes of this Agreement, including (A) during the continuance of any Event of Default, to defend, settle, adjust or institute any action, suit or proceeding with respect to the Trademark Collateral, (B) during the continuance of any Event of Default, to assert or retain any rights under any license agreement for any of the Trademark Collateral, including any rights of the Debtor arising under Section 365(n) of the Bankruptcy Code, and (C) after the occurrence of any Event of Default and the Obligations being payable in full, to execute any and all applications, documents, papers and instruments for the Secured Party to use the Trademark Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Trademark Collateral, and to assign, convey or otherwise transfer title in or dispose of the Trademark Collateral. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 12.

4. Representations and Warranties. The Debtor represents and warrants to the Secured Party and each Lender, as follows:

(a) No Other Trademarks. As of the date hereof, Schedule A sets forth a true and correct list of all material Trademarks that are registered, or for which any application for



registration has been filed, with the PTO or any corresponding or similar trademark office of any other U.S. jurisdiction, and that are owned by Debtor and not subject to a prior Trademark Security Agreement in favor of Secured Party.

(b) Trademarks Subsisting. As of the date hereof, except as would not reasonably be expected to have a Material Adverse Effect, each of the Trademarks listed on Schedule A is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, all maintenance fees required to be paid on account of any Trademarks have been timely paid for maintaining such Trademarks in force, and, to the best of the Debtor's knowledge, each of the Trademarks is valid and enforceable.

(c) Ownership of Trademark Collateral; No Violation. As of the date hereof, except as would not reasonably be expected to have a Material Adverse Effect, (i) the Debtor has rights in and good title to its interests in the existing Trademark Collateral, (ii) with respect to the Trademark Collateral shown on Schedule A hereto as owned by it, the Debtor is the sole and exclusive owner thereof, free and clear of any Liens (other than Permitted Encumbrances), and (iii) with respect to any Trademarks for which the Debtor is either a licensor or a licensee pursuant to a license or licensing agreement regarding such Trademark Collateral, each such license or licensing agreement is in full force and effect, the Debtor is not in material default of any of its obligations thereunder and, other than (A) the parties to such licenses or licensing agreements, or (B) in the case of any non-exclusive license or license agreement entered into by the Debtor or any such licensor regarding such Trademark, the parties to any other such nonexclusive licenses or license agreements entered into by the Debtor or any such licensor with any other Person, no other Person has any rights in or to any of the Trademark Collateral.

(d) No Infringement. As of the date hereof, to the Debtor's knowledge, except as would not reasonably be expected to have a Material Adverse Effect, (i) no material infringement or unauthorized use presently is being made of any of the Trademark Collateral by any Person, and (ii) the past, present and contemplated future use of the Trademark Collateral by the Debtor has not, and does not infringe upon or violate any right, privilege or license agreement of or with any other Person.

(e) Powers. As of the date hereof, the Debtor has the right, power and authority to pledge and to grant to the Secured Party a security interest in all of the Trademark Collateral owned by it pursuant to this Agreement, and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person (other than contents or approvals that have been obtained).

(f) No Violation. The execution, delivery and performance by the Debtor of this Agreement do not violate any provision of law or the articles of incorporation or by-laws or similar organizational documents of the Debtor or result in a breach of or constitute a material default under any contract, obligation, indenture or other instrument to which the Debtor is a party or by which the Debtor may be bound.

(g) Authorization. This Agreement has been duly authorized, executed and delivered, and constitutes, a legal, valid and binding agreement of the Debtor, enforceable in accordance with its terms, except as enforcement may be limited by equitable principles or by

bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or limiting creditors' rights generally.

5. Compliance with Law. The Debtor covenants that so long as this Agreement shall be in effect, the Debtor shall comply, in all material respects, with all applicable statutory and regulatory requirements in connection with any and all of the Trademark Collateral and give notice of trademark claims, prosecute such material claims, and do all other acts and take all other measures which may be reasonably necessary or desirable to preserve, protect and maintain such Trademark Collateral and all of the Debtor's rights therein, including diligently prosecute any material trademark application pending as of the date of this Agreement or thereafter.

6. Future Rights. For so long as any of the Obligations shall remain outstanding, or, if earlier, until the Secured Party shall have released or terminated, in whole but not in part, its interest in the Trademark Collateral, if and when the Debtor shall obtain rights to any new Trademarks, or any reissue, renewal or extension of any Trademarks, the provisions of Section 2 shall automatically apply thereto. The Debtor shall do all things reasonably requested by the Secured Party to ensure the validity, perfection, priority and enforceability of the security interests of the Secured Party in such future acquired Trademark Collateral. Secured Party may, during the continuance of an Event of Default, modify, amend or supplement the Schedules hereto and to re-execute this Agreement from time to time on the Debtor's behalf and as its attorney-in-fact to include any future Trademarks which are or become Trademark Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

7. Binding Effect. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Debtor and the Secured Party and their respective successors and permitted assigns.

8. Choice of Law and Venue; Jury Trial Waiver. **This Agreement will be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State of Ohio, without regard to conflicts of law principles. Debtor hereby agrees to the non-exclusive jurisdiction of any state or federal court located within the State of Ohio. Debtor waives any objection based on forum non conveniens and any objection to venue of any action instituted hereunder. Debtor and Secured Party each waive any right to trial by jury in any action or proceeding relating to this Agreement, any documents evidencing any of the Obligations, or any transaction contemplated in any of such agreements.**

9. Entire Agreement; Amendment. This Agreement and the Credit Agreement, together with the Schedules hereto and thereto, contain the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts, agreements and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties as provided in the Credit Agreement. Notwithstanding the foregoing, the Secured Party may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof.

10. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

11. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

12. Termination. This Agreement shall remain in effect until all Obligations have been paid in full (or, with respect to outstanding Letters of Credit, cash collateralized) and each Lender's obligations to provide additional credit under the Credit Agreement have been terminated.

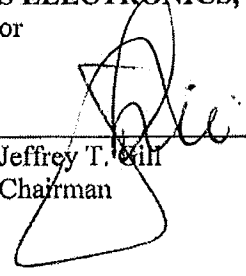
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[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Trademark Security Agreement as of the date first above written.

**SYPRIS ELECTRONICS, LLC,**  
as Debtor

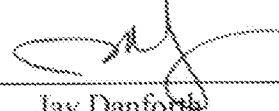
By: \_\_\_\_\_

  
Jeffrey T. Hill  
Chairman

[Signature Page to Trademark Security Agreement]

**PNC Bank, National Association,**  
as Secured Party

By: \_\_\_\_\_



Jay Danforth  
Vice President

**SCHEDULE A**

**Trademarks**

<u>Holder</u>	<u>Copyright, Trademark</u>	<u>Registration / Serial No.</u>	<u>Date of Registration / Filing</u>	<u>Country of Registration</u>
Sypris Electronics, LLC	<b>Trademark:</b> "CYBER RESILIENCY"	Registration#: 3,960,039 Serial#: 77922111	Registration Date: 5/10/2011 Filing Date: 1/28/2010	U.S.A

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