

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM381578

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spectrum Control, Inc.		04/22/2016	Corporation: PENNSYLVANIA
Spectrum Control, Inc.		04/22/2016	Corporation: DELAWARE
Sendec Corp.		04/22/2016	Corporation:
API/INMET, Inc.		04/22/2016	Corporation:
API/WEINSCHHEL, Inc.		04/22/2016	Corporation:
RECEIVING PARTY DATA			
Name:	BNP Paribas as collateral agent		
Street Address:	787 Seventh Ave		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Banking Corporation: FRANCE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4100460	ICALIBER	
Registration Number:	2076709	INMET	
Registration Number:	2601531	PLANAR BLIND-MATE	
Registration Number:	2449615	SMARTSTEP	
Registration Number:	2092344	WEINSCHHEL	
Registration Number:	1683689	PLANAR CROWN	
Registration Number:	4097836	SMARTSTART	
Registration Number:	4097837	SMART START	
Registration Number:	2612253	SENDEC	
Registration Number:	1979434	QUIETSHIELD	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Phone:	2122942684		

CH \$265.00 4100460

Email: trademarkny@winston.com
Correspondent Name: Lauryn E. May
Address Line 1: 200 Park Avenue
Address Line 2: Winston & Strawn LLP
Address Line 4: New York, NEW YORK 10166-4193

ATTORNEY DOCKET NUMBER: 86700.123

NAME OF SUBMITTER: Lauryn May

SIGNATURE: /Lauryn May by trademarkny/

DATE SIGNED: 04/22/2016

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of April 22, 2016 (the “**Effective Date**”) between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **BNP PARIBAS**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of April 22, 2016 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined and more fully set forth in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following: all United States trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including any royalties or income from the Trademark Licenses and any and all payments, claims, damages and proceeds of suit (collectively, the “**Trademarks**”).

Section 2. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement

and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. If any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

SPECTRUM CONTROL, INC.,
a Pennsylvania corporation

SPECTRUM CONTROL, INC.,
a Delaware corporation

SENDEC CORP.

API / INMET, INC.

API / WEINSCHL, INC.,

as Grantors

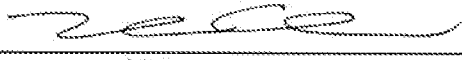


By: _____

Name: Glenn M. Shor

Title: Assistant Secretary

BNP PARIBAS, as Collateral Agent

By: 

Name: Michael C. Colias
Title: Managing Director

By: 

Name: DAVIN ENGELSON
Title: DIRECTOR

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Grantor	Trademarks	Registration / Filing Date	Status	Registration / Serial No.
API / Inmet Inc.	ICALIBER and Design	February 21, 2012	Registered	4,100,460
API / Inmet Inc.	INMET	July 8, 1997	Registered	2076709
API / Weinschel, Inc.	PLANAR BLIND-MATE	July 30, 2002	Registered	2601531
API / Weinschel, Inc.	SMARTSTEP	May 8, 2001	Registered	2449615
API / Weinschel, Inc.	WEINSCHEL	August 26, 1997	Registered	2092344
API / Weinschel, Inc.	PLANAR CROWN	April 21, 1992	Registered	1683689
Spectrum Control, Inc. (PA)	SMARTSTART	February 14, 2012	Registered	4,097,836
Spectrum Control, Inc. (PA)	SMART START	February 14, 2012	Registered	4,097,837
SenDEC Corp.	SENDEC	August 27, 2002	Registered	2,612,253
Spectrum Control, Inc. (DE)	QUIETSHIELD	June 11, 1996	Registered	1,979,434