

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM390364

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Supplemental Confirmatory Grant of Security Interest in United States Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MTS Systems Corporation		07/05/2016	Corporation: MINNESOTA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	IL1-1145/54/63, P.O. Box 6026
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60680-6026
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 46

Property Type	Number	Word Mark
Registration Number:	1259226	FLAT-TRAC
Registration Number:	1432777	MTS
Registration Number:	1474537	MTS
Registration Number:	1536146	TESTWARE
Registration Number:	1592861	TESTWORKS
Registration Number:	1655388	LEVEL PLUS
Registration Number:	1672464	TEMPOSONICS
Registration Number:	1748216	RPC
Registration Number:	2210209	BIONIX
Registration Number:	2343464	SWIFT
Registration Number:	3171597	FLEXTEST
Registration Number:	3188151	MTS INSIGHT
Registration Number:	3211004	MTS EM EXTEND
Registration Number:	3410991	ELASTOMEREXPRESS
Registration Number:	3502460	MTS LANDMARK
Registration Number:	3551966	JUST IN CASE
Registration Number:	3873618	MTS
Registration Number:	3978558	BE CERTAIN.
Registration Number:	3988292	MTS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4049624	BE CERTAIN.
Registration Number:	4055095	MTS
Registration Number:	4070960	BE CERTAIN.
Registration Number:	4139601	MTS CRITERION
Registration Number:	4389263	MTS ACUMEN
Registration Number:	4584972	ECHO
Registration Number:	4584973	MTS ECHO
Registration Number:	4754964	MTS SENSORS
Registration Number:	4754965	MTS SENSORS
Registration Number:	4828088	EXCEED
Registration Number:	4837679	MTS EXCEED
Registration Number:	4905358	FLAT-TRAC
Registration Number:	0848613	MTS
Serial Number:	86415503	MTS SENSORS
Serial Number:	86415514	MTS SENSORS
Serial Number:	86517836	TANK SLAYER
Serial Number:	86517840	SOCLEAN
Serial Number:	86517845	REFINEME
Serial Number:	86591374	MTS CONCORD
Serial Number:	86591383	CONCORD
Serial Number:	86860516	LANDMARK
Serial Number:	86860545	ACUMEN
Serial Number:	86860551	CRITERION
Serial Number:	86912108	RENEW
Serial Number:	86912113	MTS RENEW
Serial Number:	86919850	RIPL
Serial Number:	87039317	MTS INSIGHT

CORRESPONDENCE DATA

Fax Number: 3129939767

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: 312-993-2622

Email: gayle.grocke@lw.com

Correspondent Name: Gayle D. Grocke c/o Latham & Watkins LLP

Address Line 1: 330 N. Wabash Avenue

Address Line 2: Suite 2800

Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER: 049067-0139

NAME OF SUBMITTER:	Gayle D. Grocke
SIGNATURE:	/gdg/
DATE SIGNED:	07/05/2016
Total Attachments: 6 source=MTS - Executed Supplemental Confirmatory Grant of Security Interest in US Trademarks (MTS System Corporation)#page1.tif source=MTS - Executed Supplemental Confirmatory Grant of Security Interest in US Trademarks (MTS System Corporation)#page2.tif source=MTS - Executed Supplemental Confirmatory Grant of Security Interest in US Trademarks (MTS System Corporation)#page3.tif source=MTS - Executed Supplemental Confirmatory Grant of Security Interest in US Trademarks (MTS System Corporation)#page4.tif source=MTS - Executed Supplemental Confirmatory Grant of Security Interest in US Trademarks (MTS System Corporation)#page5.tif source=MTS - Executed Supplemental Confirmatory Grant of Security Interest in US Trademarks (MTS System Corporation)#page6.tif	

**SUPPLEMENTAL CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS SUPPLEMENTAL CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of July 5, 2016, by and from MTS SYSTEMS CORPORATION, a Minnesota corporation (the "Grantor"), to and in favor of JPMORGAN CHASE BANK, N.A. for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, the "Grantee").

WHEREAS, the Grantor, the Foreign Subsidiary Borrowers, the Lenders, other Agents and the Grantee have entered into that certain Credit Agreement, dated as of July 5, 2016 (as may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, certain Subsidiaries of the Grantor have guaranteed the repayment of the Secured Obligations pursuant to the Subsidiary Guaranty;

WHEREAS, the Grantor and certain of its Subsidiaries have entered into that certain Pledge and Security Agreement, dated as of July 5, 2016 (as may be further amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, the Grantor owns the Trademarks (as defined below), which Trademarks are applied for or registered with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms used and not otherwise defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the satisfaction of the Final Release Conditions (as defined in the Subsidiary Guaranty), this Confirmatory Grant shall automatically terminate and all rights to the Trademarks shall revert to the Grantor. Upon such termination, the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing (and/or evidencing of record the release of) the lien and security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.

(b) The Grantor hereby pledges and grants to the Grantee, on behalf of and for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest, whether now owned or hereafter acquired, in and to (i) all United States trademarks, service marks, trade names, trade styles, trade dress and the registrations and applications for registration thereof, including the foregoing listed on Exhibit A, and the goodwill of the business symbolized by the foregoing; (ii) all renewals of the foregoing; (iii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims and payments for past and future infringements thereof; (iv) all rights to sue for past, present and future infringements of the

foregoing, including the right to settle suits involving claims and demands for royalties owing; and (v) all rights corresponding to any of the foregoing throughout the world (the "Trademarks").

(c) Notwithstanding anything to the contrary contained above, the security interest created by this Confirmatory Grant shall not extend to Excluded Assets.

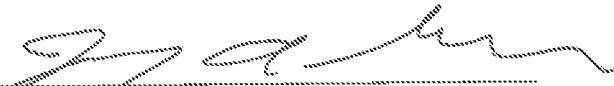
3) Grants, Rights, Remedies. This Confirmatory Grant has been executed in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Secured Parties. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern and control.

4) Governing Law. **THIS CONFIRMATORY GRANT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.**

5) Counterparts. This Confirmatory Grant 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 Confirmatory Grant by telecopy, e-mailed .pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Confirmatory Grant.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

MTS SYSTEMS CORPORATION,
as Grantor

By: 
Name: Jeffrey Graves
Title: President and Chief Executive Officer

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

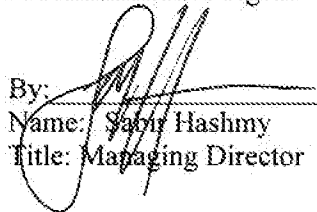
By: 
Name: Sabir Hashmy
Title: Managing Director

Exhibit A

Trademarks

Title	Application No.	Application Date	Registration No.	Registration Date
FLAT-TRAC	73351789	2/25/1982	1,259,226	11/29/1983
MTS	73603652	6/11/1986	1,432,777	3/17/1987
MTS	73543898	6/19/1985	1,474,537	1/26/1988
TESTWARE	73699721	12/4/1987	1,536,146	4/25/1989
TESTWORKS	73824031	9/8/1989	1,592,861	4/24/1990
LEVEL PLUS	74088834	8/17/1990	1,655,388	9/3/1991
TEMPOSONICS	74115571	11/15/1990	1,672,464	1/21/1992
RPC	74205712	9/17/1991	1,748,216	1/26/1993
BIONIX	75264185	3/20/1997	2,210,209	12/15/1998
SWIFT	75717538	6/1/1999	2,343,464	4/18/2000
FLEXTTEST	78800280	1/26/2006	3,171,597	11/14/2006
MTS INSIGHT	78607919	4/13/2005	3,188,151	1/10/2006
MTS EM EXTEND	78849367	3/29/2006	3,211,004	2/20/2007
ELASTOMEREXPRESS	78968242	9/6/2006	3,410,991	4/8/2008
MTS LANDMARK	77163970	4/24/2007	3,502,460	9/16/2008
JUST IN CASE	78790403	1/12/2006	3,551,966	12/23/2008
MTS	85065780	6/17/2010	3,873,618	11/9/2010
BE CERTAIN.	77639640	12/24/2008	3,978,558	6/14/2011
MTS	85028888	5/3/2010	3,988,292	7/5/2011
BE CERTAIN.	77639616	12/24/2008	4,049,624	11/1/2011
MTS	85146701	10/6/2010	4,055,095	11/15/2011
BE CERTAIN.	77639625	12/24/2008	4,070,960	12/13/2011
MTS CRITERION	85002211	3/30/2010	4,139,601	5/8/2012
MTS ACUMEN	85635781	5/25/2012	4,389,263	8/20/2013
ECHO	85635796	5/25/2012	4,584,972	8/12/2014
MTS ECHO	85635842	5/25/2012	4,584,973	8/12/2014
MTS SENSORS	86415522	10/6/2014	4,754,964	6/16/2015
MTS SENSORS	86415531	10/6/2014	4,754,965	6/16/2015
EXCEED	86292621	5/27/2014	4,828,088	10/6/2015
MTS EXCEED	86292605	5/27/2014	4,837,679	10/20/2015
FLAT-TRAC	85635789	5/25/2012	4,905,358	2/23/2016
MTS	72264944	2/17/1967	0,848,613	5/7/1968
MTS SENSORS	86415503	10/6/2014	N/A	N/A
MTS SENSORS	86415514	10/6/2014	N/A	N/A
TANK SLAYER	86517836	1/29/2015	N/A	N/A
SOCLEAN	86517840	1/29/2015	N/A	N/A
REFINEME	86517845	1/29/2015	N/A	N/A
MTS CONCORD	86591374	4/8/2015	N/A	N/A
CONCORD	86591383	4/8/2015	N/A	N/A
LANDMARK	86860516	12/29/2015	N/A	N/A
ACUMEN	86860545	12/29/2015	N/A	N/A
CRITERION	86860551	12/29/2015	N/A	N/A

Title	Application No.	Application Date	Registration No.	Registration Date
RENEW	86912108	2/18/2016	N/A	N/A
MTS RENEW	86912113	2/18/2016	N/A	N/A
RIPL	86919850	2/25/2016	N/A	N/A
MTS INSIGHT	87039317	5/17/2016	N/A	N/A