

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM474771

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Key Technology, Inc.		05/17/2018	Corporation: OREGON
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	1836663	ADR	
Registration Number:	4403447	BIOPRINT	
Registration Number:	2122198	C-BELT	
Registration Number:	4186704	IMPULSE	
Registration Number:	1468019	ISO-DRIVE	
Registration Number:	1218118	ISO-FLO	
Registration Number:	4602968	KEY TECHNOLOGY	
Registration Number:	2152848	KEYWARE	
Registration Number:	3541537	MANTA	
Registration Number:	2652624	OPTYX	
Serial Number:	87447567	PIXEL FUSION	
Registration Number:	3473335	PULSESCRUBBER	
Registration Number:	4335626	REMOTEMD	
Registration Number:	3279986	SMART SHAKER	
Registration Number:	2606161	SMART-SHAKER	
Registration Number:	3837597	SMARTARM	
Serial Number:	87447510	SORT-TO-GRADE	
Registration Number:	3396003	SYMETIX	
Registration Number:	2054106	TEGRA	

OP \$640.00 1836663

Property Type	Number	Word Mark
Registration Number:	2275639	TURBO-FLO
Registration Number:	3633185	VERISYM
Registration Number:	4966172	VERYX
Registration Number:	4522065	VITISORT
Registration Number:	2266637	SOLUTIONS IN PROCESS
Registration Number:	1622138	OMS

CORRESPONDENCE DATA

Fax Number: 8009144240
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: 800-713-0755
Email: Michael.Violet@wolterskluwer.com
Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	05/21/2018

Total Attachments: 7
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SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of May 17, 2018 (this “Agreement”), among Key Technology, Inc. (the “Grantor”) and JEFFERIES FINANCE LLC, as second lien collateral agent (in such capacity, the “Second Lien Collateral Agent”).

Reference is hereby made to that certain Second Lien Credit Agreement dated as of July 19, 2017 (as amended, supplemented or otherwise modified from time to time, the “Second Lien Credit Agreement”) among WP DELUXE HOLDINGS, INC., a Delaware corporation (“Initial Holdings”), WP DELUXE MERGER SUB, INC., a Delaware corporation (the “Borrower”), which on the Effective Date shall be merged with and into Engineered Machinery Holdings, Inc., a Delaware corporation, with Engineered Machinery Holdings, Inc. surviving such merger and continuing as the Borrower, the lenders from time to time party thereto and JEFFERIES FINANCE LLC, as Second Lien Administrative Agent and Second Lien Collateral Agent, and that certain Second Lien Collateral Agreement dated as of July 19, 2017 (as amended, supplemented or otherwise modified from time to time, the “Second Lien Collateral Agreement”) among Initial Holdings, the Borrower, the Grantors party thereto and the Second Lien Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Second Lien Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Second Lien Credit Agreement and the Second Lien Collateral Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Second Lien Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Second Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under all Trademarks, including those listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark or Trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use Trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the Second Lien Collateral Agreement, upon the Termination Date, the security interest granted herein shall terminate and the Second Lien Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Second Lien Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Second Lien Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Second Lien Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Second Lien Collateral Agreement, the terms of the Second Lien Collateral Agreement shall govern.

SECTION 5. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, (i) the Liens and security interests granted to the Second Lien Collateral Agent pursuant to this Agreement are expressly subject and subordinate to the Liens and security interests granted in favor of the Senior Secured Parties (as defined in the First/Second Lien Intercreditor Agreement), including Liens and security interests granted to the First Lien Collateral Agent pursuant to the First Lien Credit Agreement and (ii) the exercise of any right or remedy by the Second Lien Collateral Agent hereunder is subject to the limitations and provisions of the First/Second Lien Intercreditor Agreement and the Second Lien Pari Passu Intercreditor Agreement, if and to the extent applicable and/or in effect. In the event of any conflict between the terms of the First/Second Lien Intercreditor Agreement, the terms of the Second Lien Pari Passu Intercreditor Agreement and the terms of this Agreement, the terms of the First/Second Lien Intercreditor Agreement and the Second Lien Pari Passu Intercreditor Agreement shall govern, as applicable.

SECTION 6. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 7. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

KEY TECHNOLOGY, INC., as Grantor

By: 

Name: Craig Reuther

Title: Chief Financial Officer, Treasurer
and Secretary

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006362 FRAME: 0332

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

JEFFERIES FINANCE LLC, as Second
Lien Collateral Agent

By: Paul Chisholm
Name: Paul Chisholm
Title: Managing Director

By: Paul Chisholm
Name: Paul Chisholm
Title: Managing Director

Schedule I

United States Registered and Applied-For Trademarks

	Trademark Name	Registration No./Application No./Publication No.	Registered Owner/Applicant
1.	ADR	1836663	Key Technology, Inc.
2.	BIOPRINT	4403447	Key Technology, Inc.
3.	C-BELT	2122198	Key Technology, Inc.
4.	IMPULSE	4186704	Key Technology, Inc.
5.	ISO-DRIVE	1468019	Key Technology, Inc.
6.	ISO-FLO	1218118	Key Technology, Inc.
7.	KEY TECHNOLOGY AND DESIGN	4602968	Key Technology, Inc.
8.	KEYWARE	2152848	Key Technology, Inc.
9.	MANTA	3541537	Key Technology, Inc.
10.	OPTYX	2652624	Key Technology, Inc.
11.	PIXEL FUSION	87447567	Key Technology, Inc.
12.	PULSESCRUBBER	3473335	Key Technology, Inc.
13.	REMOTEMD	4335626	Key Technology, Inc.
14.	SMART SHAKER	3279986	Key Technology, Inc.
15.	SMART-SHAKER	2606161	Key Technology, Inc.
16.	SMARTARM	3837597	Key Technology, Inc.
17.	SORT-TO-GRADE	87447510	Key Technology, Inc.
18.	SYMETIX	3396003	Key Technology, Inc.
19.	TEGRA	2054106	Key Technology, Inc.
20.	TURBO-FLO	2275639	Key Technology, Inc.
21.	VERISYM	3633185	Key Technology, Inc.

	Trademark Name	Registration No./Application No./Publication No.	Registered Owner/Applicant
22.	VERYX	4966172	Key Technology, Inc.
23.	VITISORT	4522065	Key Technology, Inc.
24.	SOLUTIONS IN PROCESS	2266637	Key Technology, Inc.
25.	OMS	1622138	Key Technology, Inc.

[Schedule I to Second Lien Trademark Security Agreement]