

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
FEI COMPANY		06/04/2008	CORPORATION: OREGON

RECEIVING PARTY DATA

Name:	JP MORGAN CHASE BANK, N.A. (as Administrative Agent)
Street Address:	1 CHASE MANHATTAN PLZ FRNT 2
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	CORPORATION: DELAWARE

Name:	J.P. MORGAN EUROPE LIMITED, AS ALTERNATIVE CURRENCY AGENT
Street Address:	3 LOCHSIDE VIEW, EDINBURGH PARK
City:	EDINBURGH, SCOTLAND
State/Country:	UNITED KINGDOM
Postal Code:	EH12 9DH
Entity Type:	CORPORATION: UNITED KINGDOM

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2263534	FEI
Registration Number:	2534668	

CORRESPONDENCE DATA

Fax Number: (713)238-7343
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 7132204200
 Email: pat-tmk@andrewskurth.com
 Correspondent Name: CALLIE PARKER, ESQ./ ANDREWS KURTH LLP
 Address Line 1: 600 TRAVIS, SUITE 4200

CH \$65.00 2263534

Address Line 4: HOUSTON, TEXAS 77002

ATTORNEY DOCKET NUMBER:

181473

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

CALLIE PARKER

Signature:

//CALLIE PARKER-EVENTT//

Date:

06/09/2008

Total Attachments: 4

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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, FEI COMPANY, an Oregon corporation ("Grantor"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, pursuant to a Credit Agreement dated as of June 4, 2008, (the "Credit Agreement"), among FEI Company, an Oregon corporation (the "Borrower"), the Guarantors party thereto (the "Guarantors"), the Lenders party thereto (the "Lenders"), JPMorgan Chase Bank, N.A., as Administrative Agent and J.P. Morgan Europe Limited, as Alternative Currency Agent, the Lenders have agreed to make Loans to and make other extensions of credit on behalf of the Borrower (capitalized terms used but not defined herein have the respective meanings assigned to them in the Credit Agreement); and

WHEREAS, pursuant to the terms of the Security and Pledge Agreement dated as of June 4, 2008 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrower, the Guarantors and JPMorgan Chase Bank, N.A., as collateral agent for each of the Secured Parties (as defined in the Security Agreement) (in such capacity, the "Administrative Agent"), Grantor has agreed to grant in favor of the Administrative Agent a perfected security interest in, and the Administrative Agent has agreed to become a secured creditor with respect to, Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Trademark Collateral"):

(i) all trade names, trademarks and service marks, logos, trademark and service mark registrations, and applications for trademark and service mark registrations, including but not limited to those registrations listed on Schedule A;

(ii) all renewals of trademark and service mark registrations;

(iii) all rights (A) to all income, royalties, damages and other payments (including in respect of all past, present and future infringements) with respect to any of the foregoing, (B) to sue for all past, present and future infringements thereof, and (C) otherwise accruing under or pertaining to any of the foregoing, together, in each case, with the product lines and goodwill of the business connected with the use of, and symbolized by, each such trade name, trademark and service mark;

(iv) all licenses or user or other agreements granted to Grantor with respect to any of the foregoing, in each case whether now or hereafter owned or used; and

(v) all causes of action, claims and warranties now or hereafter owned or acquired by Grantor in respect of any of the items listed above.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall not be deemed to have granted a security interest in, any of Grantor's rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor further acknowledges that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its duly authorized officer as of the 4th day of June, 2008.

FEI COMPANY,
an Oregon corporation


By: Raymond A. Link
Raymond A. Link
Executive Vice President and Chief
Financial Officer

Signature Page to Grant of Trademark Security Interest

TRADEMARK
REEL: 003792 FRAME: 0291

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

U.S. Trademark Registrations

Mark	Class	Registration Date	Registration Number
FEI	9	20-Jul-99	2,263,534
	9	29-Jan-02	2,534,668