

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF  
United States Patent and Trademark Office

TRADEMARKS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Silicon Valley Bank  
3003 Tasman Drive  
Santa Clara, CA 95054

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership

☒ Corporation-State

☐ Other

Additional name(s) of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance/ Execution Date(s):

Execution Date(s): June 18, 2008

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name

☒ Other: Release

2. Name and address of receiving party(ies):

Additional name(s) of conveying parties attached? ☐ Yes ☒ No

Name: Photon Dynamics, Inc.

Internal Address

Street Address: 5970 Optical Court

City: San Jose

State: CA

Country: USA

Zip: 95138

- ☐ Association Citizenship  
☐ General Partnership Citizenship  
☐ Limited Partnership Citizenship  
☒ Corporation Citizenship: Canada  
☐ Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark:

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2235447

2141905

2286425

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Additional sheets attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: UCC Direct Services

Internal Address: Attn: 14080632

Street Address: 187 Wolf Road, Suite 101

City: Albany State: NY ZIP: 12205

Phone Number: 1-800-342-3676 X 4065

Fax Number: 1-800-962-7049

Email Address: Susan.O'Brien@wolterskluwer.com

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$ 90.00

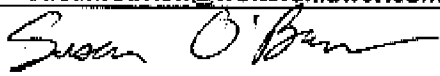
- ☒ Authorized to be charged by credit card  
☐ Authorized to be charged to deposit account  
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers  
Expiration Date

b. Deposit Account Number  
Authorized User Name

9. Signature



Signature

June 18, 2008

Date

Susan O'Brien

Name of Person Signing


Total number of pages including cover sheet, attachments, and document:

RELEASE OF SECURITY AGREEMENT COVERING  
INTERESTS IN TRADEMARKS

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of **Photon Dynamics, Inc.** ("Assignor") in the trademarked works set forth in that certain **Intellectual Property And Security Agreement** dated, 03/25/1999, executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on 05/03/1999, Reel 1895, Frame 0577

Dated: **June 18, 2008**

SILICON VALLEY BANK

By:   
Name: Romil Randhawa  
Title: Operations Department Manager

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 25, 1995, by and between SILICON VALLEY BANK ("Bank") and PHOTON DYNAMICS, INC., a California corporation ("Grantor"),

## RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in the Loan and Security Agreement and the Export-Import Bank Loan and Security Agreement, by and between Bank and Grantor, each dated of even date herewith (as the same may be amended, modified or supplemented from time to time, collectively the "Loan Agreements"; capitalized terms used herein are used as defined in the Loan Agreements). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreements.

B. Pursuant to the terms of the Loan Agreements, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreements, Grantor hereby represents, warrants, covenants and agrees as follows:

## AGREEMENT

To secure its obligations under the Loan Agreements, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreements. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreements and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreements or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreements or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

## GRANTOR:

Address of Grantor:

6325 San Ignacio Avenue  
San Jose, CA 95119

Attn: ~~Mr. John T. Harrington~~ *OK*  
*Mr. Richard D. Dineen*

PHOTON DYNAMICS, INC., a California  
corporation

By: *Richard Dineen*Title: *CFO*

## BANK:

Address of Bank:

3003 Tasman Drive  
Santa Clara, CA 95054

Attn: Mr. Frederick Kreppel

SILICON VALLEY BANK

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

Title: \_\_\_\_\_

EXHIBIT B

## Patents

<u>Description</u>	<u>Patent Number</u>	<u>Date Issued</u>
Technique for determining defect positions in three dimensions in a transparent structure	5,790,247	08/04/98
Flat panel display inspection system	5,764,209	06/09/98
Large area defect monitor tool for manufacture of clean surfaces	5,631,733	05/20/97
Electro-optical element and its manufacturing method	5,615,039	03/25/97
Testing apparatus and connector for liquid crystal display substrates	5,504,438	04/02/96
Method of testing liquid crystal display substrates	5,465,052	11/07/95
Method and apparatus for automatically inspecting and repairing an active matrix LCD panel	5,459,410	10/17/95
Testing device for liquid crystal display base plate	5,459,409	10/17/95
Testing apparatus for liquid crystal display substrates	5,444,385	08/22/95
Method of testing active matrix liquid crystal display substrates	5,432,461	07/11/95
Instrument for testing liquid crystal display base plates	5,406,213	04/11/95
Method and apparatus for positioning and biasing an electro-optic modulator of an electro-optic imaging system	5,387,788	02/07/95
Method and apparatus for testing LCD panel array	5,363,037	11/08/94
Method and apparatus for testing LCD panel array	5,285,150	02/08/94
Method and apparatus for automatically inspecting and repairing an active matrix LCD panel	5,235,272	08/10/93
Method and apparatus for positioning and biasing an electro-optic modulator of an electro-optic imaging system	5,212,374	05/18/93
Voltage imaging system using electro-optics	5,124,635	06/23/92

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EXHIBIT CTrademarks

<u>Description</u>	<u>Registration/Serial No.</u>	<u>Registration/Application Date</u>
MuraLook	75/394,400	12/02/98
Photon Dynamics	2,141,905	03/10/98
Voltage Imaging	74/369,677	03/19/93

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## Patents (cont'd)

<u>Description</u>	<u>Patent Number</u>	<u>Date Issued</u>
Method and apparatus for testing LCD panel array prior to shorting bar removal	5,081,687	01/14/92
Voltage imaging system using electro-optics	4,983,911	01/08/91

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