

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
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|-----------------------|-------------------|
| NATURE OF CONVEYANCE: | SECURITY INTEREST |
|-----------------------|-------------------|

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------|----------|----------------|-----------------------|
| ELECTROGLAS, INC. | | 03/26/2007 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|-------------------|----------------------------|
| Name: | COMERICA BANK |
| Street Address: | 75 E. Trimble Road |
| Internal Address: | MC 4770 |
| City: | San Jose |
| State/Country: | CALIFORNIA |
| Postal Code: | 95131 |
| Entity Type: | Texas banking association: |

PROPERTY NUMBERS Total: 5

| Property Type | Number | Word Mark |
|----------------------|---------|---------------|
| Registration Number: | 1909884 | E |
| Registration Number: | 1859526 | HORIZON 4060X |
| Registration Number: | 1858419 | HORIZON 4080X |
| Registration Number: | 0878170 | E |
| Registration Number: | 2263423 | HORIZON |

CORRESPONDENCE DATA

Fax Number: (858)550-6420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 858-550-6403
 Email: erin.obrien@cooley.com
 Correspondent Name: Erin O'Brien
 Address Line 1: c/o Cooley Godward Kronish LLP
 Address Line 2: 4401 Eastgate Mall
 Address Line 4: San Diego, CALIFORNIA 92121

CH \$140.00 1909884

| | |
|-------------------------|-------------------------|
| ATTORNEY DOCKET NUMBER: | 036703-1082 ELECTROGLAS |
| NAME OF SUBMITTER: | Erin O'Brien |
| Signature: | /Erin O'Brien/ |
| Date: | 07/31/2008 |

Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("*Agreement*") is made as of March 26, 2007, by ELECTROGLAS, INC., a Delaware corporation ("*Borrower*"), in favor of COMERICA BANK ("*Lender*").

RECITALS

A. Pursuant to that certain Loan and Security Agreement dated as of July 16, 2004, as amended by Amendment No. 1 to Loan and Security Agreement dated as of January 24, 2005, Amendment No. 2 to Loan and Security Agreement dated as of July 13, 2005, Amendment No. 3 to Loan and Security Agreement dated as of April 25, 2006, Amendment No. 4 to Loan and Security Agreement dated as of September 6, 2006, Amendment No. 5 to Loan and Security Agreement dated as of January 22, 2007 and Amendment No. 6 to Loan and Security Agreement dated as of even date herewith ("*Amendment No. 6*") (as the same may be amended, modified, supplemented or restated from time to time, the "*Loan Agreement*"), by and between Borrower and Lender, Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrower in the amounts and manner set forth in the Loan Agreement (collectively, the "*Loans*"), and Borrower has granted to Lender a security interest in the Collateral as defined in the Loan Agreement.

C. In connection with the Loan Agreement and in order to induce Lender to enter into Amendment No. 6, Borrower has agreed to assign certain intangible property to Lender for the purpose of securing the obligations of Borrower to Lender under the Loan Agreement and the other Loan Documents.

NOW, THEREFORE, the parties hereto agree as follows:

1. **DEFINITIONS.** All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to them in the Loan Agreement.

2. **GRANT OF SECURITY INTEREST.** As collateral security for the full, prompt and complete and final payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all the Obligations and in order to induce Lender to cause the Loans to be made, Borrower hereby grants to Lender, a security interest in all of such Borrower's right, title and interest in, to and under the following, whether now owned or hereafter acquired (all of which being collectively referred to herein as the "*Intellectual Property Collateral*"):

(a) Any and all Copyrights and Copyright Licenses, including, without limitation, those set forth on **Exhibit A** attached hereto and incorporated herein by this reference;

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products;

(c) Any and all design rights which may be available to such Borrower;

(d) Any and all Patents and Patent Licenses, including, without limitation, those set forth on **Exhibit B** attached hereto and incorporated herein by this reference;

(e) Any and all Trademarks and Trademark Licenses, and the entire goodwill of the business of such Borrower connected with and symbolized by all such Trademarks, including, without limitation, those set forth on **Exhibit C** attached hereto and incorporated herein by this reference;

(f) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All other licenses or other rights to use any of the Intellectual Property, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, renewals and extensions of any of the Intellectual Property;
and

(i) All proceeds and products of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

except to the extent any such property (i) is nonassignable by its terms without the consent of the licensor thereof or another party (but only to the extent such prohibition on transfer is enforceable under applicable law, including, without limitation, Sections 9406 and 9408 of the Code), or (ii) the granting of a security interest therein is contrary to applicable law, *provided* that upon the cessation of any such restriction or prohibition, such property shall automatically become part of the Collateral.

The security interest granted hereunder is granted in conjunction with the security interests granted to Lender under the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement or any of the other 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 Lender of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement 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 Lender, of any or all other rights, powers or remedies.

3. AUTHORIZATION AND REQUEST. Borrower authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this security interest.

4. LENDER'S RIGHTS. Lender shall have the right, but not the obligation, to take, at Borrower's sole expense, any actions that Borrower is required under this Agreement to take but which Borrower fails to take. Borrower shall reimburse and indemnify Lender for all costs and reasonable expenses incurred in the exercise of its rights under this **Section 5**.

5. FURTHER ASSURANCES; ATTORNEY IN FACT.

(a) Within 30 days of the last day of each fiscal quarter, Borrower shall deliver to Bank a report signed by Borrower, in form reasonably acceptable to Bank, listing any applications or registrations that Borrower has made or filed in respect of any Patents, Copyrights or Trademarks and the status of any outstanding applications or registrations, as well as any material change in Borrower's Intellectual Property Collateral, including but not limited to any subsequent ownership right of Borrower in or to any Trademark, Patent or Copyright not specified in Exhibits A, B, and C of this Agreement

(b) On a continuing basis, Borrower will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may be requested by Lender, to perfect Lender's security interest in all Intellectual Property, and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Lender the grant or perfection of a security interest in all Intellectual Property Collateral.

(c) Borrower hereby irrevocably appoints Lender as such Borrower's attorney-in-fact, with full authority in the place and stead of such Borrower and in the name of such Borrower, from time to time after the occurrence and during the continuance of an Event of Default discretion, to take any action and to execute any instrument which may be necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its discretion, this Agreement without first obtaining Borrower's approval of or signature to such modification by amending **Exhibit A**, **Exhibit B** or **Exhibit C** hereof, as appropriate, to include reference to any material right, title or interest in any Intellectual Property acquired by Borrower after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property in which Borrower no longer has or claims any right, title or interest, (ii) to file, in its discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Borrower where permitted by law, and (iii) to transfer the Intellectual Property Collateral into the name of Lender or a third party to the extent permitted under the UCC.

6. EVENTS OF DEFAULT. The occurrence of any "Event of Default" as defined in the Loan Agreement shall constitute an "*Event of Default*" under this Agreement.

7. REMEDIES. After any Event of Default shall have occurred and while such Event of Default is continuing, Lender may exercise in addition to all other rights and remedies granted to it under this Agreement, the Loan Agreement and under any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the UCC, including, without limitation, the right to require Borrower to assemble the Intellectual Property Collateral and any tangible property in which Lender has a security interest and to make it available to Lender at a place designated by Lender. To the extent not inconsistent with any contractual obligations of Borrower, Lender shall have a nonexclusive, royalty free license, sublicense, or other right, solely pursuant to the provisions of this **Section 7**, to use, without charge, the Intellectual Property and any property of a similar nature as it pertains to the Intellectual Property Collateral, to

the extent necessary to permit Lender to exercise its rights and remedies pursuant to this **Section 7**, including, without limitation, the completion of production, advertising for sale and the sale of any Intellectual Property Collateral and, in connection with Lender's exercise of its rights hereunder, Borrower's rights under all licenses, sublicenses and all franchise agreements shall inure to the benefit of Lender. Borrower will pay any expenses (including reasonable attorneys' fees) incurred by Lender in connection with the exercise of any of Lender's rights under this Agreement, including, without limitation, any expense incurred in disposing of the Intellectual Property Collateral. All of Lender's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

8. INDEMNITY. Borrower agrees to defend, indemnify and hold harmless Lender and each of its officers, employees, and agents against: (a) all obligations, demands, claims and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement and (b) all losses or expenses in any way suffered, incurred, or paid by Lender as a result of or in any way arising out of, following or consequential to the transactions contemplated by this Agreement (including, without limitation, reasonable attorneys' fees and expenses), except for losses arising from or out of Lender's gross negligence or willful misconduct.

9. SUCCESSORS AND ASSIGNS. This Agreement and all obligations of Borrower hereunder shall be binding upon the successors and assigns of Borrower, and shall, together with the rights and remedies of Lender hereunder, inure to the benefit of Lender, any future holder(s) of any Note and their respective successors and assigns. No sales of participations, other sales, assignments, transfers or other dispositions of any agreement governing or instrument evidencing the Obligations or any portion thereof or interest therein shall in any manner affect the security interest created herein and granted to Lender hereunder.

10. REINSTATEMENT. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Borrower for liquidation or reorganization, should Borrower become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of Borrower's property and assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

11. TERMINATION OF THIS AGREEMENT. Subject to **Section 10** above, this Agreement shall terminate upon the indefeasible payment and performance in full of the Obligations (other than contingent obligations and indemnification rights to the extent not yet liquidated).

12. NO FAILURE OR DELAY. No failure or delay on the part of Lender in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof.

13. **AMENDMENTS.** Except as otherwise provided herein, this Agreement may be amended only by a written instrument signed by both parties hereto.

14. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when so delivered shall be deemed an original, but all such counterparts shall constitute but one and the same instrument.

15. **GOVERNING LAW.** In all respects, including all matters of construction, validity and performance, this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California applicable to contracts made and performed in such state, without regard to the principles thereof regarding conflict of laws, except to the extent that the UCC provides for the application of another jurisdiction.

16. **CONFLICT.** In the event of a conflict between any term and/or provision contained in this Agreement with any term and/or provision contained in the Loan Agreement, the term and/or provision of this Agreement shall govern.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Borrower:

ELECTROGLAS, INC.

By:



Printed Name: Tim B...

Title: CEO

LENDER

COMERICA BANK

By _____

Printed Name: _____

Title: _____

[Signature Page to Intellectual Property Security Agreement]

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

Borrower:

ELECTROGLAS, INC.

By: _____

Printed Name: _____

Title: _____

LENDER

COMERICA BANK

By  _____

Printed Name: Robert Smith

Title: SVP

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A
COPYRIGHTS

1. **REGISTERED:** List titles below or indicate "None"

None

2. **UNREGISTERED:** List titles below or indicate "None"

None

3. **APPLICATIONS IN PROCESS:** List titles, applicable dates, application numbers, etc. below or indicate "None"

None

EXHIBIT B**U.S. PATENTS AND PATENT APPLICATIONS****1. REGISTERED:** List titles below or indicate "None"

| PATENT | PATENT NUMBER | ISSUE DATE |
|--|----------------------|-------------------|
| Ball Bearing Assembly | 5,344,238 | 09/06/94 |
| Optical Character Recognition Illumination Method and System | 5,515,452 | 05/07/96 |
| Method and Apparatus For Determining An Objects Position, Topography And For Imaging | 5,450,203 | 09/12/95 |
| Method Of Moving Head To Correct For Hysteresis | 4,935,676 | 06/19/90 |
| Improved Method And Apparatus For Direct Probe Sensing | 6,096,567 | 08/01/00 |
| Fluid Bearings And Vacuum Chucks And Methods For Producing Same | 5,989,444 | 11/23/99 |
| Fluid Bearings And Vacuum Chucks And Methods For Producing Same | 6,390,677 | 05/21/02 |
| Fluid Bearings And Vacuum Chucks And Methods For Producing Same | 6,516,517 | 02/11/03 |
| Fluid Bearings And Vacuum Chucks And Methods For Producing Same | 6,698,735 | 03/02/04 |
| Fluid Bearings And Vacuum Chucks And Methods For Producing Same | 6,990,737 | 01/31/06 |
| Method And Apparatus For Motion Control | 6,389,702 | 05/21/02 |
| Method And Apparatus Measuring Angular Rotation Of An Object | 6,310,984 | 10/30/01 |
| Method And Apparatus Measuring Angular Rotation Of An Object | 6,711,305 | 03/23/04 |
| Rotary Wafer Positioning System And Method | 5,982,132 | 11/09/99 |
| An Apparatus And Method For Projecting An Alignment Image | 6,549,649 | 04/15/03 |
| An Apparatus And Method For Projecting An Alignment Image | 6,668,076 | 12/23/03 |
| Passive Trimming Procedure For Sawyer Motor Yaw Errors | 6,127,790 | 10/03/00 |
| Electromagnetic Actuating Mechanism | 6,114,780 | 09/05/00 |

| PATENT | PATENT NUMBER | ISSUE DATE |
|---|------------------------------|------------|
| Apparatus And Method For Testing A Substrate Having A Plurality Of Terminals | 6,320,372 | 11/20/01 |
| Contact Sensing For Integrated Circuit Testing | 5,019,771 | 05/28/91 |
| Apparatus For Electrical Testing Of A Substrate Having A Plurality Of Terminals | 6,417,683 | 07/09/02 |
| Apparatus For Electrical Testing Of A Substrate Having A Plurality Of Terminals | 6,756,801 | 06/29/04 |
| Prober and Tester With Compact Interface For Integrated Circuits Containing Wafer Held Docked in A Vertical Plane | 5,656,942 | 08/12/97 |
| Testing Circuits on Substrates | 6,781,394 | 08/24/04 |
| Testing Circuits on Substrates | 6,771,060 | 08/03/04 |
| Testing Circuits on Substrates | 7,002,337 | 02/21/06 |
| Testing Circuits on Substrates | 7,180,284 | 02/20/07 |
| Testing Circuits on Substrates | 6,861,859 | 03/01/05 |
| Testing Circuits on Substrates | 7,098,649 | 08/29/06 |
| Improved Method And Apparatus For Direct Probe Sensing | Issued, but not yet assigned | 10/19/05 |
| Improved Method And Apparatus For Direct Probe Sensing | 0919817 | 10/19/05 |
| Improved Method And Apparatus For Direct Probe Sensing | 0919817 | 10/19/05 |
| Improved Method And Apparatus For Direct Probe Sensing | 0919817 | 10/19/05 |
| Improved Method And Apparatus For Direct Probe Sensing | 598787 | 07/03/06 |
| Apparatus For Electrical Testing Of A Substrate Having A Plurality Of Terminals | 86056 | 09/30/04 |
| Apparatus For Electrical Testing Of A Substrate Having A Plurality Of Terminals | NI-163700 | 10/01/02 |
| Prober and Tester With Compact Interface For Integrated Circuits Containing Wafer Held Docked In A Vertical Plane | 295376 | 04/27/01 |
| Testing Circuits On Substrates | 104057 | 05/31/06 |
| Testing Circuits On Substrates | 1232307 | 05/11/05 |
| Testing Circuits On Substrates | 103706 | 05/31/06 |
| Testing Circuits On Substrates | 1223075 | 11/01/04 |

2. **UNREGISTERED:** List titles below or indicate "None"

None

3. **APPLICATIONS IN PROCESS:** List titles, applicable dates, application numbers, etc. below or indicate "None"

| PATENT | SERIAL NUMBER | ISSUE DATE |
|--|---------------|------------|
| Testing Circuits on Substrates | 11/492/509 | 07/24/06 |
| Testing Circuits on Substrates | 11/492,509 | 07/24/06 |
| Testing Circuits on Substrates | 11/033,349 | 01/07/05 |
| Method For Probing Impact-Sensitive And Thin-layered Substrate | 11/271,416 | 11/09/05 |
| Methods And Apparatuses For Improved Position In A Probing System | 11/335,367 | 01/18/06 |
| Methods And Apparatuses For Improved Position In A Probing System | 11/335,081 | 01/18/06 |
| Method And Apparatus For Cleaning A Probe Card | 11/195,926 | 08/02/05 |
| Dynamic, Adaptive Control System | 11/335,056 | 01/18/06 |
| Fluid Bearings And Vacuum Chucks And Methods For Producing Same | 35868/99 | 02/15/99 |
| Apparatus For Electrical Testing Of A Substrate Having A Plurality Of Terminals | 2001-510008 | 07/05/00 |
| Apparatus For Electrical Testing Of A Substrate Having A Plurality Of Terminals | 2002-7000323 | 01/09/02 |
| Prober And Tester With Compact Interface For Integrated Circuit Containing Wafer Held Docked In A Vertical Plane | 506823/97 | 01/19/98 |
| Testing Circuits On Substrates | 02820892.7 | 10/09/02 |
| Testing Circuits On Substrates | 02802128.5 | 10/09/02 |
| Testing Circuits On Substrates | PI20023920 | 10/21/02 |
| Testing Circuits On Substrates | 077356 | 10/16/02 |
| Testing Circuits On Substrates | PI20023922 | 10/21/02 |
| Testing Circuits On Substrates | 077413 | 10/17/02 |
| Testing Circuits On Substrates | 091124193 | 10/21/02 |
| Testing Circuits On Substrates | 02820884.6 | 10/09/02 |
| Testing Circuits On Substrates | 02802129.3 | 10/09/02 |
| Testing Circuits On Substrates | 2004-7005909 | 10/09/02 |

| PATENT | SERIAL NUMBER | ISSUE DATE |
|--------------------------------|----------------------|-------------------|
| Testing Circuits On Substrates | PI20023923 | 10/21/02 |
| Testing Circuits On Substrates | PI20064244 | 10/21/02 |
| Testing Circuits On Substrates | 1-2004-500563 | 04/20/04 |
| Testing Circuits On Substrates | 077458 | 10/18/02 |

EXHIBIT C

U.S. TRADEMARKS AND TRADEMARK APPLICATIONS

1. **REGISTERED:** List titles below or indicate "None"

| TRADEMARK | REGISTRATION NO. | REGISTRATION DATE |
|---------------------------|------------------|-------------------|
| E (STYLIZED) | 1,909,884 | 08/08/95 |
| HORIZON 4060X & DESIGN | 1,859,526 | 10/25/94 |
| HORIZON 4080X AND DESIGN | 1,858,419 | 10/18/94 |
| E AND DESIGN | 878170 | 10/07/69 |
| SORTNET | 2,092,024 | 08/26/97 |
| HORIZON 4090 & DESIGN | 2,263,423 | 07/20/99 |
| HORIZON 4080X | 177345 | 06/19/98 |
| MISCELLANEOUS DESIGN OF E | 1946323 | 04/30/87 |
| ELECTROGLAS | 177196 | 12/11/98 |
| ELECTROGLAS | 1909535 | 11/27/96 |
| SORTNET | 177071 | 06/22/98 |

2. **UNREGISTERED:** List titles below or indicate "None"

None

3. **APPLICATIONS IN PROCESS:** List titles, applicable dates, application numbers, etc. below or indicate "None"

None