

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	After-Acquired Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Contec, LLC		06/08/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC		
Street Address:	745 SEVENTH AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Public Limited Liability Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3568490	QUICKTEST	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	039269-0063		
NAME OF SUBMITTER:	Anna T Kwan		
Signature:	/Anna T Kwan/		
Date:	06/30/2009		

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Total Attachments: 6

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AFTER-ACQUIRED TRADEMARK SECURITY AGREEMENT

This AFTER-ACQUIRED TRADEMARK SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "After-Acquired Trademark Security Agreement"), dated as of June 8, 2009, is entered into by Contec, LLC, a Delaware limited liability company ("Grantor") in favor of Barclays Bank PLC as collateral agent for the Secured Parties (in such capacity as collateral agent, together with its successors and permitted assigns, the "Collateral Agent").

WHEREAS, Grantor, the lenders or other financial institutions or entities party thereto from time to time, Collateral Agent, and certain other parties as named therein have entered into that certain Credit and Guaranty Agreement, dated as of July 28, 2008 (as the same may be amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, the "Credit Agreement");

WHEREAS, as a condition under the Credit Agreement, Grantor has executed and delivered that certain Pledge and Security Agreement, dated as of July 28, 2008 (as the same may be amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, the "Security Agreement") among Grantor, Collateral Agent and certain other entities from time to time party thereto;

WHEREAS, under the terms of the Security Agreement, Grantor has granted a security interest in certain property, including, without limitation, certain Intellectual Property of Grantor to the Collateral Agent for the ratable benefit of the Secured Parties and as a condition thereof has executed that certain Trademark Security Agreement, dated as of July 28, 2008 (as the same may be amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, the "Trademark Security Agreement") among Grantor, Collateral Agent and certain other entities from time to time party thereto;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on July 30, 2008 against certain United States Trademark registrations at Reel/Frame No. 003825/0697; and

WHEREAS, Grantor has acquired additional trademark registrations since the Closing Date and the parties hereto wish to execute this After-Acquired Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby agrees with the Collateral Agent, for the ratable benefit of the Secured Parties, as follows:

SECTION 1. DEFINED TERMS. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARKS. Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under all personal property of Grantor including, but not limited to the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located:

(a) (i) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, trade dress, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to: (ii) the registrations and applications referred to in Schedule I hereto (as such schedule may be amended or supplemented from time to time), (iii) all extensions or renewals of any of the foregoing, (iv) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (v) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to goodwill and (vi) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit, provided, however, that the foregoing shall not include any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law or any other trademark interest that is damaged, harmed or restricted by the granting of a security interest; and

(b) any and all agreements and licenses providing for the granting of any exclusive right in or to any Trademark registered in the United States Patent & Trademark Office, including each agreement referred to in Schedule I hereto (as such schedule may be amended or supplemented from time to time).

SECTION 3. PRECEDENCE. The security interest granted hereby is granted in conjunction with the security interest granted to the Collateral Agent for the ratable benefit of the Secured Parties under the Security Agreement and the Trademark Security Agreement. The rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the Trademark Security Agreement. In the event of any conflict between the terms of this After-Acquired Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

SECTION 4. RECORDATION. This After-Acquired Trademark Security Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this After-Acquired Trademark Security Agreement.

SECTION 5. AMENDMENTS IN WRITING. None of the terms or provisions of this After-Acquired Trademark Security Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by Grantor and the Collateral Agent in accordance with Section 10.5 of the Credit Agreement.

SECTION 6. GENERAL.

(a) Governing Law. **THIS AFTER-ACQUIRED TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW**

YORK, WITHOUT GIVING EFFECT TO ANY LAW, RULE, PROVISION OR PRINCIPLE OF CONFLICTS OF LAWS THAT WOULD CAUSE THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK TO BE APPLIED (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

(b) Counterparts. This After-Acquired Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

IN WITNESS WHEREOF, Grantor and the Collateral Agent have caused this After-Acquired Trademark Security Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

CONTEC, LLC.
as Grantor

By: Paul W
Name: PAUL PASHTENKO
Title: CFO

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York
COUNTY OF Schenectady ss.

On this 9th day of June, 2010, before me personally appeared Paul Pashtenko, NA, and NA proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Grantor, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Denise M. Wright-Madigan
Notary Public

{seal}

DENISE M. WRIGHT-MADIGAN
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01WR5089205
CERTIFICATE FILED IN SARATOGA COUNTY
COMMISSION EXPIRES 12-8-09



Accepted and Agreed:

BARCLAYS BANK PLC,
as Collateral Agent

By: _____
Name:
Title:

SCHEDULE I
to
AFTER-ACQUIRED TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS

Trademark	App. No. App. Date	Reg. No. Reg. Date	Status
QUICKTEST	77373040 January 16, 2008	3568490 January 27, 2009	Registered