

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
Universal Instruments Corporation		04/07/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Patriarch Partners Agency Services, LLC, as the Administrative Agent		
Street Address:	32 Avenue of the Americas		
Internal Address:	17th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3577072	BROOME ENGINEERING	
CORRESPONDENCE DATA			
Fax Number:	(312)782-8585		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-782-3939		
Email:	druckle@jonesday.com		
Correspondent Name:	Danielle Ruckle		
Address Line 1:	77 W Wacker Drive		
Address Line 2:	Jones Day, Suite 3500		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	223194-615003		
NAME OF SUBMITTER:	Danielle Ruckle		
Signature:	/s/ Danielle Ruckle		

CH \$40.00 3577072

900166476

**TRADEMARK
 REEL: 004238 FRAME: 0567**

Date:

07/08/2010

Total Attachments: 6

source=UIC TM New#page1.tif

source=UIC TM New#page2.tif

source=UIC TM New#page3.tif

source=UIC TM New#page4.tif

source=UIC TM New#page5.tif

source=UIC TM New#page6.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of April 7, 2009 (this "Agreement"), is made by Universal Instruments Corporation., a Delaware Corporation (the "Grantor"), in favor of PATRIARCH PARTNERS AGENCY SERVICES, LLC., as the administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to a Credit Agreement, dated as of November 6, 2006 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among VS ACQUISITION HOLDING CO., a Delaware corporation ("VS Parent Guarantor"), UI ACQUISITION HOLDING CO. ("UI Parent Guarantor," together with VS Parent Guarantor, the "Parent Guarantors"), VS HOLDING CO., a Delaware corporation ("VS Company"), UI HOLDING CO., a Delaware corporation ("UI Company," together with VS Company, the "Borrowers"), the financial institutions from time to time party thereto as lenders (the "Lenders") and the Administrative Agent, the Lenders and the Issuers have extended Commitments to make Credit Extensions to the Borrowers;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Pledge and Security Agreement in favor of the Administrative Agent, dated as of November 6, 2006 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the Grantor's right, title and interest throughout the world, whether now or hereafter existing or acquired by the Grantor, in and to the following (the "Trademark Collateral"):

- (a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now

existing or hereafter adopted or acquired, throughout the world, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any trademark office anywhere in the world, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as "Trademarks"), including those Trademarks referred to in Item A of Schedule I;

(b) all licenses and other agreements for the grant by or to the Grantor of any rights under or interest in any Trademark (each a "Trademark License"), including each Trademark License referred to in Item B of Schedule I;

(c) all of the goodwill of the business connected with the use of, and symbolized by the Trademarks described in clause (a) and, to the extent applicable, clause (b);

(d) the right to sue third parties for past, present and future infringements or dilution of the Trademarks described in clause (a) and, to the extent applicable, clause (b) or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark License; and

(e) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

Notwithstanding the foregoing, Trademark Collateral shall not include those items set forth in clauses (i) through (v) of Section 2.1 of the Security Agreement.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and any trademark office anywhere in the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Administrative Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantor such Documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm 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 (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile (or other electronic transmission) shall be effective as delivery of a manually executed counterpart of this Agreement.

* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

Universal Instruments Corporation

By: Keith O'Leary
Name: Keith O'Leary
Title: CFO

PATRIARCH PARTNERS AGENCY SERVICES, LLC.,
as Administrative Agent

By: _____
Name:
Title:

Schedule I to Trademark Security Agreement
Item A

for Universal Instruments Corporation

Registered Trademarks		Serial / TM No.	Effective / Reg. Date	App. Date
Country	Title			
US	Broome Engineering	3577072	02/17/03	05/06/07
JP	Unovis Solutions	956398	03/20/07	03/21/07
Pending Trademark Applications		Serial / TM No.	Effective / Reg. Date	App. Date
Country	Title			

