

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LECROY CORPORATION		07/29/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	MANUFACTURERS AND TRADERS TRUST COMPANY
Street Address:	One M&T Plaza
City:	Buffalo
State/Country:	NEW YORK
Postal Code:	14240
Entity Type:	Banking Corporation: NEW YORK

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	2646087	ACTIVEDSO
Serial Number:	77964008	ARBSTUDIO
Registration Number:	3167925	CATC
Registration Number:	3697188	EYE DOCTOR
Serial Number:	78903455	FEATUREFINDER
Registration Number:	2197128	LECROY
Serial Number:	77964007	LOGICSTUDIO
Serial Number:	77558268	PERT3
Serial Number:	77964011	PROTOSYNC
Registration Number:	3616692	QUALIPHY
Serial Number:	77963968	SIMPASS
Serial Number:	77964010	SPARQ
Serial Number:	77558281	TRIGGERSCAN
Registration Number:	3729495	WAVEACE

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Registration Number:	3181791	WAVEEXPERT
Registration Number:	3291830	WAVEJET
Registration Number:	3011322	WAVELINK
Registration Number:	2815465	WAVEMASTER
Registration Number:	2650171	WAVEPRO
Registration Number:	2462247	WAVERUNNER
Registration Number:	3671068	WAVESCAN
Registration Number:	2982153	WAVESURFER

CORRESPONDENCE DATA

Fax Number: (202)783-6031
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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ATTORNEY DOCKET NUMBER:	1419-188
NAME OF SUBMITTER:	Anne M. Sterba
Signature:	/Anne M. Sterba/
Date:	08/26/2010

Total Attachments: 12
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is dated to be effective as of July 29, 2010, by and between LECROY CORPORATION, a Delaware corporation ("Pledgor"), to and for the benefit of MANUFACTURERS AND TRADERS TRUST COMPANY, a New York banking corporation, in its capacity as Agent (in such capacity "Agent"), and the other "Secured Parties" (as such term is defined below).

Whereas, pursuant to and upon the terms and subject to the conditions set forth in the Amended and Restated Credit Agreement dated to be effective as of even date herewith (as the same may be amended, modified, extended, renewed, restated, supplemented, or replaced from time to time, "Credit Agreement,") by and between the Pledgor and the Secured Parties, the "Lenders," the "Swingline Lender," and the "Issuing Lender" (as such terms are defined below) have severally agreed to provide various credit accommodations to or for the benefit of the Pledgor.

Pursuant to the Security Agreement dated to be effective as of even date herewith (as the same may be amended, modified, extended, renewed, restated, supplemented, or replaced from time to time, "Security Agreement"), by and between the Pledgor and the Agent, the Pledgor has granted to the Agent for the ratable benefit of the Secured Parties a continuing security interest in all of the Pledgor's tangible and intangible assets and properties, whether presently owned or hereafter acquired and wherever located.

Whereas, it is a condition precedent to the agreements of the Secured Parties under the Credit Agreement that the Pledgor, among other things, shall have executed and delivered this Agreement to further evidence and facilitate recordation with the United States Patent and Trademark Office of the security interests of the Secured Parties in the "Trademarks" (as such term is defined below).

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Pledgor hereby agrees as follows:

Section 1. Defined Terms. As used in this Agreement, the terms set forth in this Section 1 have the meanings set forth below, unless the specific context of this Agreement clearly requires a different meaning. Any capitalized terms used herein without definition which are defined in, or defined by reference to the Credit Agreement shall have the meanings thereby assigned. The singular use of any defined term includes the plural and the plural use includes the singular.

Section 1.1. "Collateral" shall have the same meaning assigned thereto in Section 2 of this Agreement.

Section 1.2. "Issuing Lender" means Manufacturers and Traders Trust Company, a New York Banking corporation, or its successors, in its capacity as issuer of Letters of Credit under the Credit Agreement.

Section 1.3. "Lenders" means collectively each lender from time to time a party to the Credit Agreement (in its capacity as a "Lender").

Section 1.4. "Obligations" shall have the same meaning assigned thereto in the Credit Agreement.

Section 1.5. “Secured Parties” means, collectively, the Agent, the Lenders, the Swingline Lender, and the Issuing Lender.

Section 1.6. “Swingline Lender” means Manufacturers and Traders Trust Company, a New York Banking corporation, or its successors, in its capacity as provider of Swingline Loans under the Credit Agreement.

Section 1.7. “Trademarks” means all right, title and interest of the Pledgor, whether now owned or existing or hereafter acquired or arising, in, to, under and by virtue of all trademarks, trade names, corporate names, partnership names, company names, business names, fictitious business names, trade styles, service marks, package or product designs, trade dress, logos, other source of business identifiers, designs, and general intangibles of a like nature, and prints and labels on which any of the foregoing have appeared or appear, now existing or hereafter adopted or acquired, and all registrations and recordings thereof, and all applications for any of the foregoing, including, without limitation, registrations and recordings thereof and applications for any of the foregoing in the United States Patent and Trademark Office, together with: (a) all goodwill of the business to which any of the foregoing relates; (b) all renewals thereof; (c) all present and future rights of the Pledgor under all present and future license agreements relating to any of the foregoing, whether the Pledgor is licensee or licensor thereunder; (d) all income, royalties, damages and payments now or hereafter due or payable under any of the foregoing or with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof; (e) all present and future claims, causes of action and rights to sue for past, present or future infringements thereof; and (f) all rights corresponding thereto throughout the world. “Trademarks,” as defined above, shall include, without limitation, all of the United States trademarks and trademark applications listed on Exhibit A attached hereto and incorporated herein by reference.

Section 2. Grant Of Security Interest. As security for the complete and timely payment, performance and satisfaction of all of the Obligations and in order to induce the Secured Parties to enter into the Credit Agreement and provide the respective credit accommodations set forth in the Credit Agreement, the Pledgor hereby assigns as collateral, mortgages, pledges, and hypothecates to the Agent, and hereby grants to the Agent, for the ratable benefit of the Secured Parties, and hereby assigns as collateral, mortgages, pledges, and hypothecates to the Secured Parties, and hereby grants to the Secured Parties, a security interest in, all of the Pledgor’s right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired (all of which being hereinafter collectively called the “Collateral”):

- a. all Trademarks;
- b. all general intangibles, contract rights, documents, instruments, and other rights relating to or arising from the Trademarks;
- c. to the extent not otherwise included, all proceeds and products of any and all of the foregoing; and
- d. all records and writings relating or pertaining to any of the above.

Section 3. Representations And Warranties. The Pledgor hereby represents and warrants that:

3.1 Title; No Other Liens. Except for the liens, pledges and security interests granted to the Agent for the ratable benefit of the Secured Parties, and to the Secured Parties, pursuant to this Agreement, the Pledgor owns each item of the Collateral free and clear of any and all liens or claims of others. To the best of the Pledgor's knowledge, no security agreement, financing statement or other public notice with respect to all or any part of the Collateral is on file or of record in any public office, except such as may have been filed in favor of the Agent or any of the Secured Parties pursuant to this Agreement.

3.2 Perfected First Priority Liens. Upon the filing and acceptance for recordation in the United States Patent and Trademark Office of this Agreement, the security interests and liens granted pursuant to this Agreement will constitute perfected security interests and liens in and to the Collateral in favor of the Agent, for the ratable benefit of the Secured Parties and in favor of the Secured Parties, which are prior to all other liens in or to the Collateral in existence on the date hereof and which are enforceable as such against all creditors of and purchasers from the Pledgor.

3.3 Trademarks. Exhibit A hereto includes all trademark applications and registrations owned by the Pledgor as of the date hereof. To the best of the Pledgor's knowledge, each such trademark application and registration is, to the extent applicable, valid, subsisting, unexpired, enforceable and has not been abandoned. Except as set forth in such Exhibit A or in the ordinary course of the Pledgor's business, none of such trademark applications and registrations is the subject of any licensing or franchise agreement. To the best of the Pledgor's knowledge, no holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of any such trademark applications or registration. To the best of the Pledgor's knowledge, no action or proceeding is pending: (a) seeking to limit, cancel or question the validity of any such trademark application or registration; or (b) which, if adversely determined, would have a material adverse effect on the value of any such trademark application or registration.

3.4 Chief Executive Office. The Pledgor's chief executive office is located at 700 Chestnut Ridge Road, Chestnut Ridge, New York 10977.

Section 4. Covenants. The Pledgor covenants and agrees for the benefit of the Secured Parties that, from and after the Date of this Agreement until all of the Obligations have been paid in full and there exists no contingent or noncontingent commitment which could give rise to any Obligations:

Section 4.1. The Pledgor, consistent with good business judgment, shall (either itself or through licensees): (a) continue to use each Trademark with respect to each class of goods to which such Trademark relates so as to maintain such Trademark in full force, free from any claim of abandonment for non-use; (b) maintain as in the past the quality of products and services offered under each Trademark; (c) employ each Trademark with the notice of registration, if appropriate; (d) not knowingly adopt or use any mark which is confusingly similar to, or a colorable imitation of, any third party trademark; and (e) not do any act, or omit to do any act, whereby any Trademark may become invalidated. The Pledgor will not, without the Agent's prior written consent, enter into any agreement (for example, a license agreement) which is inconsistent with the Pledgor's obligations under the Credit Agreement, this Agreement or any of the other Loan Documents, and the Pledgor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would materially adversely affect the validity or enforcement of the rights transferred to the Agent and other Secured Parties pursuant to this Agreement, the Security Agreement, or any other Loan Document.

Section 4.2. In each case in which, after the date of this Agreement, the Pledgor shall: (a) obtain rights to any Trademarks not listed on Exhibit A hereto or to any licenses relating to any such Trademarks; or (b) become entitled to the benefit of any Trademark not listed on Exhibit A hereto or to the benefit of any license renewal, the security interest of the Secured Parties granted hereunder shall automatically attach thereto. The Pledgor shall give the Agent prompt written notice of any trademark applications or registrations not listed on Exhibit A to which the Pledgor has obtained the rights, provided, however, so long as no Default or Event of Default has occurred and is continuing, the Pledgor may provide such notice to the Agent quarterly, within forty-five (45) days after the end of each fiscal quarter of each Fiscal Year, and such notice shall include all trademark applications and registrations occurring within such fiscal quarter. Promptly after request by the Agent and at the Pledgor's expense, the Pledgor shall execute and deliver to the Agent, in form and content reasonably satisfactory to the Agent and in proper form for filing in the United States Patent and Trademark Office, such security agreements, assignments or other documents as may be reasonably required by the Agent in order to reflect of record the Secured Parties' interest therein pursuant to this Agreement. The Pledgor further agrees, at its expense, promptly to do, make, execute and deliver all such additional and further acts, things, deeds, assurances, instruments and documents as the Agent may reasonably request from time to time to vest in and assure to the Secured Parties their rights under this Agreement or in any of the Collateral, and the Pledgor hereby constitutes the Agent its attorney-in-fact to execute and file all such additional instruments and documents for the foregoing purposes, all lawful acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable until the Obligations have been satisfied in full and there exists no contingent or noncontingent commitment which could give rise to any Obligations.

Section 4.3. The Pledgor will promptly notify the Secured Parties if it knows, or has reason to know, that any Trademark application or registration to which it has rights may become abandoned or dedicated, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any state or federal court or tribunal) regarding the Pledgor's ownership of any such Trademark or its right to register the same or to keep and maintain the same.

Section 4.4. Consistent with good business judgment, the Pledgor will maintain, preserve and protect all of its Trademark applications and registrations free of any conflict with the rights of any other Person. Without limitation of the foregoing, the Pledgor shall, consistent with good business judgment, have the duty to: (i) pay all taxes, fees or other amounts necessary to maintain in full force and effect all of the Trademarks; (ii) prosecute diligently any trademark application relating to any Trademarks pending as of the date hereof or thereafter; (iii) make application on any Trademarks which have not been registered but which may be registered; and (iv) preserve and maintain all rights in applications and registrations of the Trademarks. Any expenses incurred in connection with such applications shall be paid by the Pledgor, and none of the Secured Parties shall have any obligation or liability to pay any taxes or fees, nor shall any of the Secured Parties have any duties in connection with applications or maintenance of rights in any Trademarks.

Section 4.5. Except as permitted under the terms and conditions of the Credit Agreement, without the Agent's prior written consent, the Pledgor shall not sell or assign its interest in, or grant any license under, any of the Trademarks.

Section 4.6. In the event that any Trademark included in the Collateral is infringed by a third party, the Pledgor shall promptly take appropriate action consistent with good business judgment which may include the sending of a cease and desist letter, suing for infringement, seeking injunctive relief or other

settlement measures where appropriate, recovering any and all damages for such infringement or taking such other actions as the Pledgor shall reasonably deem appropriate under the circumstances to protect such Trademark. The Pledgor shall notify the Secured Parties promptly after it learns of such infringement and shall provide all information as the Secured Parties may require as to what actions Pledgor has taken or proposes to take with respect to same.

Section 5. Agent's Appointment As Attorney-In-Fact.

Section 5.1. Powers. The Pledgor hereby irrevocably constitutes and appoints the Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Pledgor and in the name of the Pledgor or in its own name, from time to time in the Agent's discretion after the occurrence and during the continuance of any Event of Default, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, the Pledgor hereby gives the Agent the power and right, on behalf of the Pledgor, without notice to or assent by the Pledgor, to do the following:

a. to pay or discharge taxes and liens levied or placed on or threatened against the Collateral; and

b. without limitation of rights granted to the Agent under other provisions of this Agreement: (i) to ask, demand, sue for, compromise, settle and collect and receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (ii) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any thereof and to enforce any other right in respect of any Collateral; (iii) to defend any suit, action or proceeding brought against the Pledgor with respect to any Collateral; (iv) to settle, compromise or adjust any suit, action or proceeding described in clause (ii) or (iii) above and, in connection therewith, to give such discharges or releases as the Agent may deem appropriate; (v) to assign, license or otherwise transfer any Trademark or interests therein or thereunder for such term or terms, on such conditions, and in such manner, as the Agent shall in its sole discretion determine; and (vi) generally, to sell, transfer, assign, license, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Agent were the absolute owner thereof for all purposes, and to do, at the Agent's option and the Pledgor's expense, at any time, or from time to time, all acts and things which the Agent deems necessary to protect, preserve or realize upon the Collateral and the liens of the Secured Parties thereon and to effect the intent of this Agreement, all as fully and effectively as the Pledgor might do. The Pledgor hereby ratifies all that said attorneys-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

Section 5.2. Other Powers. The Pledgor authorizes the Agent and each other Secured Party, at any time and from time to time, to execute, in connection with any sale provided for in Section 8 hereof, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

Section 5.3. No Duty. The powers conferred on the Agent and the other Secured Parties hereunder are solely to protect the interests of the Secured Parties in the Collateral and shall not impose any duty upon any of them to exercise any such powers. The Secured Parties shall be accountable only for amounts

that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees, attorneys or agents shall be responsible to the Pledgor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

Section 6. Performance By Agent Of Pledgor's Obligations. If the Pledgor fails to perform or comply with any of its agreements contained herein and any of the Secured Parties, as provided for by the terms of this Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, the Pledgor shall pay to the Agent the expenses of the Secured Parties incurred in connection with such performance or compliance, together with interest thereon which shall accrue at the highest rate of interest authorized by the Loan Documents upon the occurrence of an Event of Default.

Section 7. Remedies. If an Event of Default shall occur and be continuing:

a. All cash, checks, drafts, money orders and other items of payment constituting Collateral, or collections or other proceeds of Collateral, received by the Pledgor shall be held by the Pledgor in trust for the Secured Parties, shall be segregated from other funds of the Pledgor and shall forthwith upon receipt by the Pledgor, be turned over to the Agent, in the same form as received by the Pledgor (duly endorsed by the Pledgor to the Agent if required), and any and all such collections and other proceeds of Collateral so received by the Agent (whether from the Pledgor or otherwise) may, in the sole discretion of the Agent, be held by the Agent as collateral security for, and/or then or at any time thereafter applied in whole or in part by the Agent against, such of the Obligations (whether matured or unmatured), and in such order, as is set forth in the Credit Agreement.

b. The Agent may take exclusive possession of any or all of the Collateral from time to time and/or place a custodian in exclusive possession of any or all of the Collateral from time to time and, so far as the Pledgor may give authority therefor, enter upon any premises on which any of the Collateral may be situated and remove the same therefrom, the Pledgor hereby waiving, to the extent permitted by applicable law, any and all rights to prior notice and to judicial hearing with respect to repossession of Collateral, and/or require the Pledgor, at the Pledgor's expense, to assemble and deliver any or all of the Collateral to such place or places as the Agent may reasonably request.

c. At the Pledgor's expense, continue or complete, or cause to be continued or completed, performance of obligations of the Pledgor under any accounts, chattel paper, contracts, instruments or general intangibles, and, for such purpose, use, operate, manage, control and exercise all rights of the Pledgor relating to, any or all of the Collateral, and collect all income and revenues therefrom.

d. The Agent may exercise, in addition to all other rights and remedies granted to the Agent or the Secured Parties in this Agreement and in any other Loan Document and in addition to all other rights and remedies available to the Agent or the Secured Parties under applicable law, all rights and remedies of a secured party under the Uniform Commercial Code, in effect from time to time in the State of New York. Without limiting the generality of the foregoing, the Agent, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law) to or upon the Pledgor or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived), may forthwith sell, liquidate, license, assign, give options to purchase, or otherwise dispose of and realize upon the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Agent or any Secured Party, or at any or all of the places of business of the Pledgor, or elsewhere, upon such terms and conditions as it may

deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Agent or any Secured Party shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in the Pledgor, which right or equity is hereby waived and released. The Agent shall apply the net proceeds of any such sale, license, assignment or other disposition of or realization upon any of the Collateral, after deducting all reasonable costs and expenses of every kind incurred therein or incidental to repossession, holding, preparing for sale, license, assignment or other disposition, selling, licensing, assigning or otherwise disposing of any of the Collateral or in any way relating to the Collateral or the rights of the Agent or any Secured Party hereunder, including, without limitation, reasonable attorneys' fees and disbursements, to the payment in whole or in part of such of the Obligations (whether matured or unmatured), and in such order, as is set forth in the Credit Agreement, and only after such application and after the payment by the Agent of any other amount required by any provision of law, need the Agent account for the surplus, if any, to the Pledgor. In no event shall the Pledgor be credited with any part of the proceeds of liquidation, sale, assignment, licensing or other disposition of any of the Collateral until final payment thereon has been received by the Agent in immediately available funds. To the extent permitted by applicable law, the Pledgor waives all claims, damages and demands it may acquire against the Agent or any Secured Party arising out of the exercise by any of them of any rights hereunder. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed commercially reasonable and proper if given at least five (5) Business Days before such sale or other disposition. The Pledgor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay in full the Obligations and all costs and expenses, including reasonable attorneys' fees and disbursements, paid or incurred by any of the Secured Parties in collecting any such deficiency.

Section 8. Proceeds. If an Event of Default shall have occurred and be continuing, any and all proceeds received by the Agent (whether from the Pledgor or otherwise) may, in the sole discretion of the Agent, be held by the Agent, for the ratable benefit of the Secured Parties, as collateral security for, and/or then or at any time thereafter applied in whole or in part by the Agent against, such of the Obligations (whether matured or unmatured) in accordance with the Credit Agreement.

Section 9. Expenses. The Pledgor agrees to pay to the Agent for the benefit of the Secured Parties upon demand from time to time the amount of all expenses, including reasonable attorneys' fees and disbursements, paid or incurred by any of the Secured Parties in exercising or enforcing any of their rights under this Agreement, recording this Agreement or any other document in public offices, or any other fees or disbursements in connection with protecting, preserving, or maintaining the Trademarks.

Section 10. Limitation on Duties Regarding Preservation of Collateral. The sole duty of any of the Secured Parties with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the Uniform Commercial Code (in effect from time to time in the State of New York) or otherwise, shall be to deal with it in the same manner as such Secured Party deals with similar property for its own account. None of the Secured Parties, nor any of their respective directors, officers, employees, attorneys or agents, shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of the Pledgor or otherwise.

Section 11. Patent And Trademark Office And Third Parties May Rely Upon Pledgor's Authorizations To Agent. If the Secured Parties shall elect to exercise any of their rights hereunder, the United

States Patent and Trademark Office and all other persons and entities shall have the right to rely upon the Agent's written statement of the rights of the Agent on behalf of the Secured Parties to sell, assign, license and transfer the Trademarks and the Pledgor hereby irrevocably and unconditionally authorizes the United States Patent and Trademark Office and all other persons and entities to recognize such sale by the Agent for the benefit of the Secured Parties either in name of the Pledgor or the Secured Parties without the necessity or obligation of the United States Patent and Trademark Office or any other persons and entities to ascertain the existence of any default by the Pledgor under the Loan Documents, or any other fact or matter relating to the entitlement of the Agent or the other Secured Parties to exercise their rights hereunder.

Section 12. Powers Coupled With An Interest. All authorizations and agencies herein contained with respect to the Collateral are irrevocable and powers coupled with an interest.

Section 13. Waiver of Trial By Jury. THE PLEDGOR, BY ITS EXECUTION OF THIS AGREEMENT, AND EACH OF THE SECURED PARTIES, BY ITS ACCEPTANCE OF THIS AGREEMENT, HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 14. Additional Waivers. The Pledgor hereby waives, to the extent the same may be waived under applicable law: (a) notice of acceptance of this Agreement by the Secured Parties; (b) all claims, causes of action and rights of the Pledgor against any of the Secured Parties on account of actions taken or not taken by any of them in the exercise of any of their rights or remedies under this Agreement or under Law, provided that the same did not arise from their gross negligence or willful misconduct; and (c) all claims and causes of action of the Pledgor against any of the Secured Parties for punitive, exemplary or other non-compensatory damages, unless such claims arose on account of willful misconduct.

Section 15. Severability. Any provisions of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 16. Successors And Assigns. The terms, covenants and conditions contained in this Agreement shall inure to the benefit of the Pledgor and each of the Secured Parties and their respective successors and assigns, except that the Pledgor may not assign or transfer any of its rights or obligations under this Agreement without the written consent of the Required Lenders.

Section 17. Paragraph Headings. The paragraph headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

Section 18. No Waiver; Cumulative Remedies. None of the Secured Parties shall by any act (except by a written instrument pursuant to Section 19 hereof), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy under this Agreement or any of the other Loan Documents or to have acquiesced in any Default or Event of Default under the Credit Agreement or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of any of the Secured Parties, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by any of the Secured Parties of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which any of the Secured Parties would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided in any other Loan Document or by law.

Section 19. Waivers and Amendments; Governing Law. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the Pledgor and the Agent, provided that any provision of this Agreement may be waived by the Agent with the consent of the Required Lenders in a written letter or agreement executed by the Agent. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PLEDGOR AND EACH OF THE SECURED PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, EXCLUSIVE OF PRINCIPLES OF CONFLICTS OF LAWS.

Section 20. Notices. All notices, requests and demands to or upon the Pledgor or any of the Secured Parties to be effective shall be in writing, and, unless otherwise expressly provided herein, shall be given in the manner specified in the Credit Agreement for the giving of notices under the Credit Agreement. Notwithstanding anything to the contrary, all notices, requests, and demands upon the Pledgor from any of the Secured Parties actually received in writing by the Pledgor shall be considered to be effective upon the receipt thereof by the Pledgor regardless of the procedure or method utilized to accomplish delivery thereof to the Pledgor.

Section 21. Authority of Agent. The Pledgor acknowledges that the rights and responsibilities of the Agent under this Agreement with respect to any action taken or not taken by the Agent or the exercise or nonexercise by the Agent of any option, right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement shall, as among the Agent, the Lenders, the Swingline Lender and the Issuing Lender, be governed by the Credit Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Agent and the Pledgor, the Agent shall be conclusively presumed to be acting as Agent for the Lenders, the Swingline Lender, and the Issuing Lender with full and valid authority so to act or refrain from acting, and the Pledgor shall not be under any obligation, or entitlement, to make any inquiry respecting such authority.

[Signatures Begin on the Following Page]

Signature Page to Trademark Security Agreement:

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written with the specific intention of creating an instrument under seal.

WITNESS/ATTEST:

PLEDGOR:

LECROY CORPORATION

By: _____(SEAL)

Name: _____

Title: _____

WITNESS/ATTEST:

AGENT:

**MANUFACTURERS AND TRADERS TRUST
COMPANY, A New York Banking Corporation,
In Its Capacity As Agent**

By: _____(SEAL)

Name: _____

Title: _____

Exhibit A
Schedule of Trademarks

Mark	Filed	Application #	Registration Date	Registration #	Status
ACTIVEDSO	10/7/1998	75/566,009	11/5/2002	2,646,087	REGISTERED
ARBSTUDIO	3/19/2010	77/964,008			PENDING
CATC	8/22/2005	78/697,400	11/7/2006	3,167,925	REGISTERED
EYE DOCTOR	3/22/2006	78/843,029	10/13/2009	3,697,188	REGISTERED
FEATUREFINDER	6/8/2006	78/903,455			APPLICATION
AB FINDPROBLEM	6/8/2006	78/903,458			APPLICATION
AB JITTERTRACK	10/7/1998	75/567,027	9/16/2003	2,764,506	REGISTERED
LECROY	1/31/1997	75/234,035	10/20/1998	2,197,128	REGISTERED
LOGICSTUDIO	3/19/2010	77/964,007			PENDING
PERT3	8/28/2008	77/558,268			ALLOWED
AB PROBUS	04/06/1993	74/376,167	8/20/1996	1,994,287	REGISTERED
PROTOSYNC	3/19/2010	77/964,011			PENDING
QUALIPHY	7/5/2007	77/222,256	5/5/2009	3,616,692	REGISTERED
AB QVT	1/19/1976	73/074,718	11/09/1976	1,052,319	REGISTERED
AB SCSI-VIEW	6/02/2000	76/061857	5/15/1995	2558037	REGISTERED
SIMPASS	3/19/2010	77/963,968			PENDING
SPARQ	3/19/2010	77/964,010			PENDING
TRIGGERSCAN	8/28/2008	77/558,281			ALLOWED
AB UNISANT	12/20/2004	78/535,222			APPLICATION
AB VERISYS	10/1/1999	75/795230	5/29/2001	2454649	REGISTERED
WAVEACE	8/28/2008	77/558,186	12/22/2009	3,729,495	REGISTERED
WAVEEXPERT	3/9/2005	78/583,260	12/5/2006	3,181,791	REGISTERED
WAVEJET	9/21/2005	78/717,258	9/11/2007	3,291,830	REGISTERED
WAVELINK	9/9/2004	78/480,800	11/1/2005	3,011,322	REGISTERED
WAVEMASTER	12/27/2001	76/353,065	2/17/2004	2,815,465	REGISTERED
WAVEPRO	6/16/2000	76/072,491	11/12/2002	2,650,171	REGISTERED
WAVERUNNER	10/22/1998	75/574,956	6/19/2001	2,462,247	REGISTERED
WAVESCAN	6/15/2006	78/908,697	8/18/2009	3,671,068	REGISTERED
AB WAVESCANNER	8/14/2006	78/951,123			APPLICATION
WAVESURFER	12/18/2003	78/342,575	8/2/2005	2,982,153	REGISTERED
AB WAVESURFER	5/9/2001	76/254,051	12/10/2002	2,658,341	REGISTERED