

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
Burle Technologies, Inc.		03/19/2012	CORPORATION:
RECEIVING PARTY DATA			
Name:	ING BANK N.V., LONDON BRANCH		
Street Address:	60 London Wall		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2M 5TQ		
Entity Type:	CORPORATION: UNITED KINGDOM		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3256149	PLANACON	
Registration Number:	3087500	CERMOLOX	
Registration Number:	0781340	CHANNELTRON	
CORRESPONDENCE DATA			
Fax Number:	(804)788-8218		
Phone:	804-788-8200		
Email:	gobrien@hunton.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Hunton & Williams LLP		
Address Line 1:	951 e. Byrd Street		
Address Line 2:	Riverfront Plaza, East Tower		
Address Line 4:	Richmond, VIRGINIA 23219-4074		
ATTORNEY DOCKET NUMBER:	76329.000005		
DOMESTIC REPRESENTATIVE			

900217787

TRADEMARK
 REEL: 004739 FRAME: 0516

CH \$90.00 3256149

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

David E. Baker

Signature:

//davidbaker//

Date:

03/20/2012

Total Attachments: 6

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RECORDATION FORM COVER SHEET 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):

Burle Technologies, Inc.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: Delaware
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) March 19, 2012

- Assignment Merger
- Security Agreement Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: ING BANK N.V., LONDON BRANCH

Internal Address: _____

Street Address: 60 London Wall

City: London

State: _____

Country: United Kingdom Zip: EC2M 5TQ

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- 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)

3256149 PLANACON
3087500 CERMOLOX 0781340 CHANNELTRON

Additional sheet(s) attached? Yes No

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

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

Name: David E. Baker

Internal Address: Hunton & Williams LLP

Street Address: Riverfront Plaza, East Tower
951 East Byrd Street

City: Richmond

State: Virginia Zip: 23219-4074

Phone Number: 804-788-8762

Fax Number: 804-343-4598

Email Address: dbaker@hunton.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 120.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 08-3436

Authorized User Name David E. Baker

9. Signature: David E. Baker
Signature

March 20, 2012
Date

David E. Baker
Name of Person Signing

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

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, is entered into as of March 19, 2012 (this "Agreement"), by and between **ING BANK N.V., LONDON BRANCH**, for itself and in its capacity as the security agent (the "Agent"), and **BURLE TECHNOLOGIES, INC.**, a Delaware corporation (the "Grantor").

WITNESSETH:

WHEREAS, pursuant to that certain Security Agreement dated as of October 27, 2011 made by and between the Grantor and the Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), the Grantor granted, collaterally assigned, conveyed, mortgaged, pledged and hypothecated to the Agent, for itself and the benefit of the Senior Finance Parties, a lien on and security interest in all of its right, title and interest in, to and under all personal property and other assets, whether now owned or hereafter acquired by or arising in favor of the Grantor, including all trademarks, trademark applications and trademark licenses identified in the attached Schedule I.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

2. To secure the prompt and complete payment of the Obligations, the Grantor hereby grants and conveys a security interest to the Agent, for itself and the benefit of the Senior Finance Parties, a lien on and security interest in all of the Grantor's right, title and interest in, to and under the following (collectively, the "Property"):

(a) each trademark and trademark application now or hereafter owned by the Grantor or in which the Grantor now has or hereafter acquires rights and wherever located, including, without limitation, each trademark and trademark application referred to in Schedule I hereto and any renewals of registrations thereof;

(b) each trademark license now or hereafter held by the Grantor or in which the Grantor now has or hereafter acquires rights and wherever located, including, without limitation, the trademark licenses, if any, referred to in Schedule I hereto; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark or trademark application or breach of trademark licenses, if any, including, without limitation, any trademark, trademark application or trademark license referred to in Schedule I hereto.

3. The Grantor hereby further acknowledges and affirms that the representations, warranties and covenants of the Grantor with respect to the Property and the rights and remedies of the

Agent with respect to the security interest in the Property made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. This Agreement shall terminate upon termination of the Security Agreement. At any time and from time to time prior to such termination, the Agent may terminate its security interest in any or all of the Property. Upon termination of this Agreement and following a request from the Grantor, the Agent shall, at the expense of the Grantor, execute and deliver to the Grantor all documents as the Grantor may reasonably request (but without recourse or warranty by the Agent or any Senior Finance Party) in order to evidence such termination.

5. If at any time before the termination of this Agreement in accordance with Section 4, the Grantor shall obtain or acquire rights to any new trademark (including any trademark application), whether under a trademark license or otherwise, the provisions of Section 2 shall automatically apply thereto and the Grantor shall comply with the terms of the Security Agreement with respect to such new trademark or trademark application. The Grantor authorizes the Agent to modify this Agreement by amending Schedule I to include any future trademarks, trademark applications and trademark licenses covered by Section 2 or by this Section 5.

6. 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.

7. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (WITHOUT REGARD TO CONFLICT OF LAWS DOCTRINES), AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

[remainder of page left intentionally blank]

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date first written above.

GRANTOR:

BURLE TECHNOLOGIES, INC.

By: Gregory W. Bell
Name: Gregory W. Bell
Title: President

AGENT:

ING BANK N.V., LONDON BRANCH

By: _____
Name: _____
Title: _____

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date first written above.

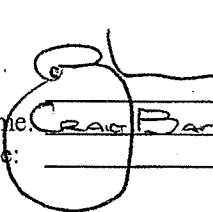
GRANTOR:

BURLE TECHNOLOGIES, INC.

By: _____
Name: _____
Title: _____

AGENT:

ING BANK N.V., LONDON BRANCH

By:  _____
Name: CRAIG BATER
Title: _____ STUART ORMOND

SCHEDULE I

Trademark No.	Trademark Title
3256149	PLANACON
3087500	CERMOLOX
781340	CHANNELTRON