

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
UI Holding Co.		04/03/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Wells Fargo Capital Finance, LLC
Street Address:	100 Park Avenue
Internal Address:	14th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 12		
Property Type	Number	Word Mark
Registration Number:	2945074	ADVANTIS
Registration Number:	3312984	DIMENSIONS
Registration Number:	2288219	FLEXJET
Registration Number:	2519819	HOVER-DAVIS
Registration Number:	2512402	HOVER DAVIS
Registration Number:	3042564	LIGHTNING
Registration Number:	2792963	MAGELLAN
Registration Number:	2579736	POLARIS
Registration Number:	1207975	U
Registration Number:	1080796	UNIVERSAL
Registration Number:	1207976	UNIVERSAL
Registration Number:	1207898	UNIVERSAL

CORRESPONDENCE DATA	TRADEMARK
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CH \$315.00 2945074

Fax Number: (215)564-8120

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 215-564-8602

Email: Svictor@stradley.com

Correspondent Name: Sheila Victor for Christine M. McDevitt

Address Line 1: Stradley Ronon Stevens & Young, LLP

Address Line 2: 2005 Market Street, Suite 2600

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	185521-0012
NAME OF SUBMITTER:	Sheila Victor
Signature:	/Sheila Victor/
Date:	04/05/2012

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "**Trademark Security Agreement**") is made this 3rd day of April, 2012, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "**Grantors**" and each individually "**Grantor**"), and WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company ("**WFCF**"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "**Agent**").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of April 3, 2012 (as amended, restated, supplemented, or otherwise modified from time to time, the "**Credit Agreement**") by and among UI ACQUISITION HOLDING CO., a Delaware corporation, as parent (the "**Parent**"), UNIVERSAL INSTRUMENTS CORPORATION, a Delaware corporation, as borrower ("**Borrower**"), the lenders party thereto as "**Lenders**" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "**Lender**" and, collectively, the "**Lenders**"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of April 3, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Guaranty and Security Agreement**"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

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, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in **Section 1(b)** of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "**Security Interest**") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "**Trademark Collateral**"):

a. all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

b. all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

c. all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

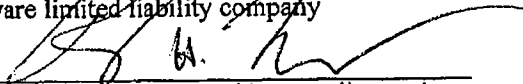
GRANTORS:

UI HOLDING CO., a Delaware corporation

By: _____
Name:
Title:

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:
WELLS FARGO CAPITAL FINANCE, LLC, a
Delaware limited liability company

By: 
Name: Robert H. Milhorat
Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
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IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

UI HOLDING CO., a Delaware corporation

By: Keith G. O'Leary
Name: Keith G. O'Leary
Title: Chief Financial Officer, Secretary

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:
WELLS FARGO CAPITAL FINANCE, LLC, a
Delaware limited liability company

By: _____
Name:
Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

GRANTOR	COUNTRY	MARK	REGISTRATION NO.	REGISTRATION DATE
UI HOLDING CO.	US	AdVantis	2,945,074	04/26/05
UI HOLDING CO.	US	Dimensions	3,312,984	10/16/07
UI HOLDING CO.	US	FlexJet	2,288,219	10/19/99
UI HOLDING CO.	US	Hover-Davis	2,519,819	12/18/01
UI HOLDING CO.	US	Hover-Davis and Design	2,512,402	11/27/01
UI HOLDING CO.	US	Lightning	3,042,564	01/10/06
UI HOLDING CO.	US	Magellan	2,792,963	12/09/03
UI HOLDING CO.	US	Polaris and Design	2,579,736	06/11/02
UI HOLDING CO.	US	U and Design "Flying U"	1,207,975	09/14/82
UI HOLDING CO.	US	Universal & Design	1,080,796	01/03/78
UI HOLDING CO.	US	Universal & Design	1,207,976	09/14/82
UI HOLDING CO.	US	Universal (Word)	1,207,898	09/14/82

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.