

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SILICON VALLEY BANK, AS ADMINISTRATIVE AGENT		06/03/2013	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Rae Systems Inc.		
Street Address:	3775 N. First Street		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95134		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3310702	AREARAE	
Registration Number:	2822817	GAMMARAE	
Registration Number:	3712927	MESHGUARD	
Registration Number:	2822823	MINIRAE	
Registration Number:	2822821	MULTIRAE	
CORRESPONDENCE DATA			
Fax Number:	6179518736		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	617-951-8000		
Email:	eileen.sullivan@bingham.com		
Correspondent Name:	Eileen Sullivan		
Address Line 1:	Bingham McCutchen LLP		
Address Line 2:	One Federal Street		
Address Line 4:	Boston, MASSACHUSETTS 02110		

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ATTORNEY DOCKET NUMBER:	3310702
NAME OF SUBMITTER:	Eileen Sullivan
Signature:	/eileen sullivan/
Date:	06/04/2013
Total Attachments: 8 source=Release#page1.tif source=Release#page2.tif source=Release#page3.tif source=Release#page4.tif source=Release#page5.tif source=Release#page6.tif source=Release#page7.tif source=Release#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT RELEASE

This INTELLECTUAL PROPERTY SECURITY AGREEMENT RELEASE (the “*Release*”) dated June 3, 2013, is made by Silicon Valley Bank, as collateral agent (together with any successor collateral agent appointed pursuant to the Credit Agreement (as defined below), the “*Bank*”) for the Secured Parties (as defined in the Credit Agreement) in favor of RAE Systems, Inc. (the “*Grantor*”). All capitalized terms used herein and not otherwise defined shall have the meaning assigned to such terms in the Credit Agreement.

WHEREAS, pursuant to that certain Credit Agreement dated as of June 16, 2011, as amended on July 11, 2012 (collectively, the “*Credit Agreement*”) by and among Ray Holding Corporation (the “*Holdings*”), Ray Merger Sub Corporation (the “*Merger Sub*”), the Grantor, the Lenders (as defined in the Credit Agreement) party thereto and the Bank, as administrative agent and issuing lender, the Bank and the Lenders agreed to make certain advances of money to extend certain financial accomodation to the Grantor;

WHEREAS, pursuant to the Credit Agreement and that certain Guarantee and Collateral Agreement dated as of June 16, 2011 (the “*Collateral Agreement*”) by and among the Holdings, the Merger Sub, the Grantor and the Bank, the Grantor granted to the Bank for the benefit of the Secured Parties a security interest in and to all of the Grantor’s right, title and interest to and under all of the Collateral;

WHEREAS, pursuant to the Collateral Agreement, the Grantor and the Bank entered into that certain Intellectual Property Security Agreement dated June 16, 2011 (the “*IP Security Agreement*”) pursuant to which the Grantor granted to the Bank, for the benefit of the Secured Parties, a security interest in certain Patents, Trademarks and Copyrights (each, as defined in the Collateral Agreement);

WHEREAS, the IP Security Agreement was recorded (a) for purposes of the Patents, with the United States Patent and Trademark Office on July 20, 2011 at Reel 026622 and Frame 0303; (b) for purposes of the Trademarks, with the United States Patent and Trademark Office on July 20, 2011 at Reel 4587 and Frame 0820; and (c) for purposes of the Copyrights, with the United States Copyright Office on July 7, 2011 at Volume 3605 and Page 387; and

WHEREAS, in accordance with the provisions of the Credit Agreement, the Collateral Agreement and the IP Security Agreement, the Bank now desires to release its security interest in and to the Collateral (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Bank hereby agrees as follows:

SECTION 1. Release of Grant of Security. The Bank hereby absolutely and unconditionally terminates, reconveys, forever discharges and releases to the Grantor its security interest in all of the Grantor’s right, title and interest in and to the following (the “*Collateral*”):

- (i) all patents and patent applications, including, without limitation, the patents and patent applications set forth in Schedule A hereto (the “*Patents*”);

(ii) all trademarks and service mark rights, including, without limitation, the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the “*Trademarks*”);

(iii) all copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “*Copyrights*”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

The Bank further absolutely and unconditionally releases all of its right, title and interest in and to any and all property, assets and Collateral secured, hypothecated or pledged under or by the IP Security Agreement.

SECTION 2. Recordation. The Bank authorizes and requests that the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights, and any other applicable government officer record this Release.

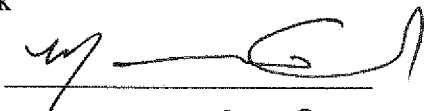
SECTION 3. Further Assurances. The Bank shall take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by the Grantor to more fully and effectively effectuate the purposes of this Release.

SECTION 4. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Bank has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Silicon Valley Bank
as Bank

By: 
Name: Mounir Gued
Title: VP

IP Security Agreement Release

TRADEMARK
REEL: 005041 FRAME: 0020

SCHEDULE A

Patents

Registration No.	Application No.	Title	Jurisdiction	Owner
US 5,393,979	US 08/061418	Photo-ionization Detector for Detecting Volatile Organic Gases	US	RAE Systems Inc.
US 5,561,344	US 08/399493	Photo-ionization Detector for Detecting Volatile Organic Gases	US	RAE Systems Inc.
US 5,773,833	US 08/620635	Photo-ionization Detector for Volatile Gases Measurement	US	RAE Systems Inc.
US 6,225,633 JP 4053817 EP 1243921 B1	US 09/177669	Photo-Ionization Detector and Method for Continuous Operation and Real Time Self-cleaning	US, Japan, Europe	RAE Systems Inc.
US 6,313,638	US 09/271612	A Dual Channel Photo-ionization Detector and a Method for Eliminating Influence of Ultraviolet Intensity	US	RAE Systems Inc.
US 6,320,388	US 09/330522	Multiple Channel Photo-ionization Detector for Simultaneous and Selective Measurement of Volatile Organic Compound	US, Europe pending	RAE Systems Inc.
US 6,509,562/ EP1229995 B1	US 09/397625	Selective Photo-ionization Detector Using Ion Mobility Spectrometry	US, Europe	RAE Systems Inc.
US 6,333,632 EP 1218733	US 09/397624	Alternating Current Discharge Ionization Detector	US, Europe	RAE Systems Inc.
US 6,469,303	US 09/574578	Non-dispersive Infrared Gas Sensor	US	RAE Systems Inc.
US 6,661,233 B2	US 09/978260	Gas Analyzer with Real-time Broadband Monitoring And Snapshot Selective Detection	US	RAE Systems Inc.
US 7,258,773	US 10/640125	Solid Polymer Electrolyte Oxygen Sensor	US, Europe pending	RAE Systems Inc.
US 6,734,435B2	US 09/870179	Photo-ionization detector and method for continuous operation and real time self-cleaning	US	RAE Systems Inc.
US 6,967,485	US 10/607950	Automatic Drive Adjustment of Ultraviolet Lamps in Photo-ionization Detectors	US	RAE Systems Inc.
US 7,592,603	US 11/213086	Combined Radiation Dosimeter and Rate Meter	US, Europe pending	RAE Systems Inc.

ZL 02280230.4		Photo-ionization detector	China	RAE Systems Inc.
	PCT/CN2004/00090 5 200480043755.4	Integrated photo-ionization detector	China	RAE Systems Inc.
	PCT/CN2006/00260 9 200680055975.8	VOC detection using photo-ionization detector and method	China pending	RAE Systems Inc.
	200710040807.8	Photo-ionization detector used in gas chromatograph and method	China pending	RAE Systems Inc.
ZL 200720067821.2		Concentrator and gas sampling system	China	RAE Systems Inc.
ZL 200720066496.8		Heater for the GC column	China	RAE Systems Inc.
ZL 200720066495.3		Oxygen sensor	China	RAE Systems Inc.
ZL 200630195809.0		Miniature gas sensor	China	RAE Systems Inc.
	200710038443.X PCT/CN2008/07057 3	Integrated electrolyte gas sensor	China pending	RAE Systems Inc.
	200810036757	Formaldehyde sensor	China pending	RAE Systems Inc.
	200910045439.5	Hydrogen generator	China pending	RAE Systems Inc.
	200810207495.X	Material and method to resist organic silicon poisoning in catalytic gas sensor	China pending	RAE Systems Inc.
	200810207494.5	Material and method to resist organic silicon and sulfur poisoning in catalytic gas sensor	China pending	RAE Systems Inc.
	200710171801.4	Sensor network routing method based on twobranch algorithm	China	RAE Systems Inc.
	200710171812.2	Real time personnel location finding in underground mines	China pending	RAE Systems Inc.
	200710171799.0	Underground mine safety monitoring system based on 1.2GHz and 433 MHz mixed radio frequency network	China pending	RAE Systems Inc.
	200710172037.2	Self forming tree routing wireless network for monitoring system	China	RAE Systems Inc.
	200910055547	Electrode material, sensor and manufacturing method for sulfur dioxide gas measurement	China pending	RAE Systems Inc.

	200910247216.7	Extremely low concentration gas detector (patent application filed by RAE Shanghai)	China pending	RAE Systems Inc.
	201010131805.1	Components of carbon dioxide detectors (patent application filed by RAE Shanghai)	China pending	RAE Systems Inc.
	200680032878.7	Combined radiation dosimeter and rate meter (patent application filed by the Company)	China pending	RAE Systems Inc.
	200480029898.X	Solid polymer electrolyte oxygen sensor (patent application filed by the Company)	China pending	RAE Systems Inc.
60040298	20000918	SELECTIVELY PHOTO-IONIZATION DETECTOR USING ION MOBILITY SPECTROMETRY	DE	RAE Systems Inc.
1660879	781216	SOLID POLYMER ELECTROLYTE OXYGEN SENSOR	EP	RAE Systems Inc
69942181 20100506		PHOTO-IONIZATION DETECTOR FOR VOLATILE GAS MEASUREMENT AND A METHOD FOR SELF-CLEANING THE SAME	DE	RAE Systems Inc.

SCHEDULE B

Trademarks

Application / Registration Number	Trademark	Jurisdiction	Owner
77048343 / 3310702	AREARAE	US	RAE Systems Inc.
76509574 / 2822817	GAMMARAE	US	RAE Systems Inc.
77514067 / 3712927	MESHGUARD	US	RAE Systems Inc.
76509664 / 2822823	MINIRAE	US	RAE Systems Inc.
76509662 / 2822821	MULTIRAE	US	RAE Systems Inc.

SCHEDULE C

Copyrights

Title	Reg. No. / Date	Owner	Status
Technical note : TN-106.	TX6522772 20070216	RAE Systems Inc.	Registered
The PID handbook.	TX6519037 20070214	RAE Systems Inc.	Registered
Gas detection tubes & sampling handbook.	TX6518651 20070214	RAE Systems Inc.	Registered
Application & technical notes.	TX6464179 20061221	RAE Systems Inc.	Registered
Correction factors, ionization potentials, and calibration characteristics.	TX5392840 20011123	RAE Systems Inc.	Registered