

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, LLC		09/18/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG AS COLLATERAL AGENT		
Street Address:	11 MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	BANK: SWITZERLAND		
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:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212.530.5175		
Email:	jmarkham@milbank.com		
Correspondent Name:	Jordan P. Markham		
Address Line 1:	Milbank, Tweed, Hadley & McCloy		
Address Line 2:	1 Chase Manhattan Plaza		
Address Line 4:	New York, NEW YORK 10005		
ATTORNEY DOCKET NUMBER:	70211.02500		

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**TRADEMARK
 REEL: 005114 FRAME: 0938**

NAME OF SUBMITTER:	Jordan P. Markham
Signature:	/Jordan P. Markham/
Date:	09/20/2013

Total Attachments: 13

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EXECUTION VERSION

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this “IP Security Agreement”) dated September 18, 2013, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) and CREDIT SUISSE AG, as Collateral Agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS PHOTONIS TECHNOLOGIES SAS, a *société par actions simplifiée* incorporated under the laws of the Republic of France under registration number 533 819 074 RCS Paris, with registered capital of Euro 263,012,455, having its registered office at 20 Place Vendôme 75001 Paris, France (the “Lead Borrower”), PHOTONIS FRANCE SAS, a *société par actions simplifiée* incorporated under the laws of the Republic of France under registration number 383 300 597 RCS Brive, with registered capital of Euro 10,000,000, having its registered office at Av. Roger Roncier, 19100 Brive, France (the “French Borrower” and a “Revolver Co-Borrower”), PHOTONIS NETHERLANDS B.V., a *besloten vennootschap met beperkte aansprakelijkheid* incorporated under the laws of The Netherlands under registered number 01152556, having its official seat at Roden, The Netherlands and its principal place of business at Dwaziewegen 2, 9301 ZR Roden, The Netherlands (the “Dutch Borrower”), PHOTONIS USA PENNSYLVANIA, INC., a Pennsylvania corporation (the “U.S. Borrower”, a “Revolver Co-Borrower” and, together with the Lead Borrower, the French Borrower and the Dutch Borrower, the “Term Loan Borrowers”), PHOTONIS INTERNATIONAL SAS, a *société par actions simplifiée* incorporated under the laws of the Republic of France under registration number 534 190 913 RCS Bordeaux, with registered capital of Euro 103,712,903, having its registered office at Axis Business Park Bat. 5 E, 18 av. De Pythagore, Domaine de Pelus, 33700 Merignac, France (“Holdings”), PHOTOTECHLUXCO 2 S.A., a *société anonyme* with a share capital of Euro 75,284,990, having its registered office located at 24, Avenue Emile Reuter L - 2420, Luxembourg, incorporated under the laws of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B 163216 (“LuxCo”), PHOTOTECHLUXCO 1 S.A., a *société anonyme* with a share capital of Euro 75,438,990, having its registered office located at 24, Avenue Emile Reuter L - 2420, Luxembourg, incorporated under the laws of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B 163177 (“Top LuxCo”), the other Persons listed on the signature pages hereof, each lender from time to time party thereto (collectively, the “Lenders” and individually, a “Lender”), CREDIT SUISSE AG, as Primary Administrative Agent and Collateral Agent, ING CAPITAL LLC, as Revolver Administrative Agent, and the Swing Line Lender and L/C Issuers party thereto from time to time, have entered into the Credit Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”). Terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit

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Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time and the issuance of Letters of Credit by the L/C Issuers from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated September 18, 2013 among the Grantors and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and any other appropriate domestic governmental authorities.

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

SECTION 1. Grant of Security. As security for the payment or performance, as the case may be, in full of all of the Secured Obligations when due, the undersigned hereby unconditionally grants, pledges, and collaterally assigns to the Collateral Agent and, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in, and liens on, the undersigned right, title and interest in and to the Collateral, other than Excluded Property, in each case, as to each type of property described below, whether now owned or hereafter acquired by the undersigned, wherever located, and whether now or hereafter existing or arising (the "Collateral"):

(i) all patents, patent applications, utility models, statutory invention registrations and all inventions claimed or disclosed therein and all improvements thereto set forth in Schedule A hereto (the "Patents");

(ii) all trademarks, trademark applications, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered set forth in Schedule B hereto (provided that no security interest shall be granted in United States "intent-to-use" application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, to the extent that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use application under applicable law, rule or regulation), together, in each case, with the goodwill symbolized thereby (the "Trademarks");

(iii) all copyrights, together with any moral rights, including, without limitation, copyrights in Computer Software (as defined in the Security Agreement),

internet web sites and the content thereof, whether registered or unregistered 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;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable domestic government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does

hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law; Jurisdiction; Etc. (a) THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

(b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS IP SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, COLLATERAL AGENT, ANY LENDER OR ANY L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS IP SECURITY AGREEMENT AGAINST THE BORROWERS OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT IN ANY COURT REFERRED TO IN PARAGRAPH (b) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS IP SECURITY AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 6(e) WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

SECTION 7. INTERCREDITOR AGREEMENT. REFERENCE IS MADE TO THE INTERCREDITOR AGREEMENT DATED AS OF SEPTEMBER 18, 2013 (AS AMENDED RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT") AMONG THE TERM LOAN BORROWERS, HOLDINGS, TOP LUXCO, LUXCO AND THE SUBSIDIARY GRANTORS PARTY THERETO, CREDIT SUISSE AG AS COLLATERAL AGENT (AS DEFINED THEREIN), AND THE OTHER PARTIES THERETO. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES PURSUANT TO THIS IP SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHTS OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS IP SECURITY AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

Burle Technologies, LLC

By: Gregory Bell
Name: Gregory Bell
Title: President and Secretary

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 005114 FRAME: 0945

PHOTONIS Netherlands B.V.

By: _____

Name: Bruno Manac'h

Title: Authorized Attorney

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 005114 FRAME: 0946

Photonis France SAS

By: _____

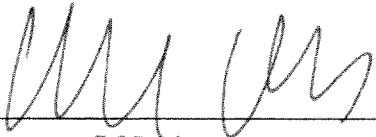



Name: Bruno Manac'h

Title: Authorized representative

[Signature Page to Intellectual Property Security Agreement]

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH,**
as Collateral Agent

By: 
Name: **ROBERT HETU**
Title: **AUTHORIZED SIGNATORY**

By: 
Name: **ALEX VERDONE**
Title: **AUTHORIZED SIGNATORY**

PATENTS

Patent	Registered owner/ applicant	Registration Number	Registration date
Zener Diode Biased Electron Multiplier with Stable Gain Characteristic	Burle Technologies, LLC	5440115	5/04/1994
Fabrication of a Microchannel Plate from a Perforated Silicon	Burle Technologies, LLC	5544772	25/07/1995
Integrated Image Conduit and Illumination	Burle Technologies, LLC	5550945	11/05/1995
Miro-Fabricated Electron Multipliers	Burle Technologies, LLC	5568013	29/07/1994
Method for Fabrication of Microchannel Electron Multipliers	Burle Technologies, LLC	5569355	11/01/1995
Method of Fabrication of Discrete Dynode Electron Multipliers	Burle Technologies, LLC	5618217	25/07/1995
Diffuse Reflectance Probe	Burle Technologies, LLC	5625459	03/03/1995
Method of Making Thin-Film Continuous Dynodes for Electron Multiplication	Burle Technologies, LLC	5726076	28/12/1994
Microchannel Plate-Based Detector for Time of Flight Mass Spectrometer	Burle Technologies, LLC	5770858	28/02/1997
Silicon Etching Process for Making MicroChannel Plates	Burle Technologies, LLC	5997713	8/05/1998
Microporous Microchannel Plates and Method of Manufacturing Same	Burle Technologies, LLC	6045677	1/02/1997

Patent	Registered owner/ applicant	Registration Number	Registration date
Corona Generating Device with Unitary Removable Shield	Burle Technologies, LLC	6060708	8/07/1998
Electron Multiplier Electron Source and Ionization Source using It	Burle Technologies, LLC	6239549	9/01/1998
Micro-Dynode Integrated Electron Multiplier	Burle Technologies, LLC	6384519	30/10/1997
Integrated Semiconductor Microchannel Plate and planar Diode Electron Flux Amplifier and Collector	Burle Technologies, LLC	6492657	27/01/2000
Diamond Transmission Dynode And Photomultiplier Or Imaging Device Using Same	Burle Technologies, LLC	6657385	20/06/2001
Process for Producing Macroscopic Cavities Beneath the Surface of a Silicon Wafer	Burle Technologies, LLC	6750153	24/10/2001
Bipolar Time of Flight Detector, Cartridge, and Detection Method	Burle Technologies, LLC	6828729	16/03/2001
Detector for a bipolar time-of-flight mass spectrometer	Burle Technologies, LLC	6958474	16/03/2001
Electron Multiplier with Enhanced Ion Conversion	Burle Technologies, LLC	7026177	16/03/2001
Controlled Charge Neutralization of Ion-Implanted Article	Burle Technologies, LLC	7038223	5/04/2004
Ion Mobility Spectrometer	Burle Technologies, LLC	7081618	24/03/2004
Co-Axial Bipolar Time-of-Flight Detector	Burle Technologies, LLC	7141787	17/05/2005
Conductive Glass Tube as Reflectron Lens	Burle Technologies, LLC	7154086	08/03/2004

Patent	Registered owner/ applicant	Registration Number	Registration date
Microchannel Plate with Segmented Mounting Pads	Burle Technologies, LLC	7555185	01/09/2005
MALDI Target Plate Utilizing Micro-Wells	Burle Technologies, LLC	7695978	31/01/2007
Resistive Glass Structures Used to Shape Electric Fields in Analytical Instruments	Burle Technologies, LLC	8084732	22/12/2009
Image sensor with gated imaging properties.	PHOTONIS Netherlands B.V.	8384810	21/12/2007
Graphene Barrier	PHOTONIS Netherlands B.V.	12/559,109	21/12/2007
Contact pad re-configuration of an electron bombarded active pixel sensor	PHOTONIS Netherlands B.V.	11/922,104	14/06/2005
Compact Image Intensifier Tube & Night Vision System fitted with such a tube	Photonis France SAS	12/746038	12/12/2009

TRADEMARKS

Trademark	Registered owner	Registration number	Filing date/ Registration date/ Renewal date
CLARITY XP	Photonis France SAS	3635475	06/09/2009
LUCIDITY XS	Photonis France SAS	3635476	06/09/2009
PHOTONIS	Photonis France SAS	3658172	07/21/2009
INTENS	Photonis France SAS	1130384 /79118369	30/07/2012
SUPERGEN	PHOTONIS Netherlands B.V.	3373254	01/22/2008
XR5	PHOTONIS Netherlands B.V.	3492779	08/26/2008
PLANACON	Burle Technologies, LLC	3256149	06/27/07
CERMOLOX	Burle Technologies, LLC	3087500	05/02/06
CHANNELTRON	Burle Technologies, LLC	781340	12/08/64

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None.