

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
	Industrial Dynamics Company Holdings III, Inc.		10/22/2013
	Industrial Dynamics Company, Ltd.		10/22/2013
			Entity Type
			CORPORATION: DELAWARE
			CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as agent		
Street Address:	111 W. Monroe		
City:	Chciago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Canadian chartered bank acting through its Chicago Branch: CANADA		
PROPERTY NUMBERS Total: 7			
	Property Type	Number	Word Mark
	Registration Number:	2570850	INDUSTRIAL DYNAMICS
	Registration Number:	2304523	LASETEC
	Registration Number:	1730827	OMNIVISION
	Registration Number:	1944400	SPECTROVISION
	Registration Number:	1144824	FILTEC
	Registration Number:	1123970	ID
	Registration Number:	0719284	FILTEC
CORRESPONDENCE DATA			
Fax Number:	3125585700		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312 558-6352		
Email:	lkonrath@winston.com		

CH \$190.00 2570850

Correspondent Name: Laura Konrath
Address Line 1: 35 W Wacker Drive
Address Line 2: Winston & Strawn LLP, Suite 4200
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 13757-30

NAME OF SUBMITTER: Laura Konrath

Signature: /Laura Konrath/

Date: 10/30/2013

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of October 22, 2013 (this "Agreement") is made between INDUSTRIAL DYNAMICS COMPANY HOLDINGS III, INC. ("Closing Date Merger Sub" and together with its permitted successors and assigns, including Industrial Dynamics Company, Ltd., a California corporation, as successor borrower by merger pursuant to the Closing Date Merger (as defined in the Credit Agreement), the "Company"), INDUSTRIAL DYNAMICS COMPANY, LTD. and BANK OF MONTREAL ("BMO"), as Administrative Agent (as defined below).

WITNESSETH:

WHEREAS, the Closing Date Merger Sub, Industrial Dynamics Company, Ltd., Industrial Dynamics Company Holdings II, Inc., the Subsidiary Guarantors party thereto from time to time, various financial institutions and BMO, as administrative agent (in such capacity, the "Administrative Agent"), have entered into a Credit Agreement dated as of October 22, 2013 (as amended, restated or otherwise modified from time to time, the "Credit Agreement"); and

WHEREAS, the Closing Date Merger Sub, Industrial Dynamics Company, Ltd. and various of their affiliates from time to time parties thereto have entered into a Security Agreement dated as of the date hereof, with the Administrative Agent for the benefit of itself and the other Credit Providers (as amended, supplemented, restated, replaced or otherwise modified from time to time, the "Security Agreement").

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

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

SECTION 2. Grant of Security Interest. To secure payment of all of the Secured Obligations, the Company hereby grants to the Administrative Agent, for the benefit of the Credit Providers, a lien on and security interest in, and acknowledges and agrees that the Administrative Agent has and shall continue to have, for the benefit of the Credit Providers, a continuing lien on and security interest in, all right, title and interest, whether now owned or existing or hereafter created, acquired or arising, in and to the following Collateral (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

- (a) all United States trademark registrations and trademark applications (collectively, "Trademarks"), in each case now or hereafter adopted or acquired, including those referred to in Attachment 1 hereto;
- (b) all extensions or renewals of any of the items described in clause (a);
- (c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a); and
- (d) all proceeds of, and rights associated with, the foregoing, including any claim by the Company against third parties for past, present, or future infringement or dilution of any

Trademark, or for any injury to the goodwill associated with the use of any Trademark or for enforcement of any Trademark.

Notwithstanding the foregoing, no grant of any lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application until such time as a statement of use has been filed and accepted by the United States Patent and Trademark Office with respect to such application.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Company for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each other Credit Provider pursuant to the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each other Credit Provider thereunder) shall remain in full force and effect in accordance with its terms. In the event of any inconsistency between any of the terms or provisions in this Agreement and the terms and provisions of the Security Agreement, the terms and provisions of the Security Agreement shall govern.

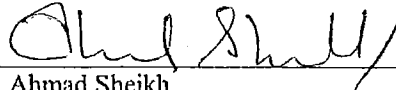
SECTION 4. Release of Security Interest. Upon the date on which all of the Secured Obligations (other than L/C Obligations that have been fully Cash Collateralized and contingent indemnification obligations to the extent no claim giving rise thereto has been asserted) have been paid in full in cash and each Lender's Commitment has been terminated, the Administrative Agent shall, at the Company's expense, execute and deliver to the Company all instruments and other documents, and take all other actions reasonably requested by the Company, as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder and to record such release in the United States Patent and Trademark Office.

SECTION 5. Acknowledgment. The Company hereby further acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the lien on and security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Counterparts. 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. Delivery of an executed counterpart of a signature page of this Agreement by facsimile transmission or other electronic imaging means (including by .pdf) shall be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

INDUSTRIAL DYNAMICS COMPANY HOLDINGS
III, INC.

By: 
Name: Ahmad Sheikh
Its: Vice President and Secretary

Address:

Industrial Dynamics Company Holdings III, Inc.
3100 Fujita Street
Torrance, CA 90505
Attention: *Steve Calhoun and Jan Leo*
Facsimile No.: *310-257-3151*
Telephone No.: *310-257-2296*
Email: *scalhoun@fitec.com and leo@fitec.com*

INDUSTRIAL DYNAMICS COMPANY, LTD., as
successor borrower by merger to the Closing Date
Merger Sub pursuant to the Closing Date Merger

By: _____
Name: Steve Calhoun
Its: Chairman, President and CEO

Address:

Industrial Dynamics Company, Ltd.
3100 Fujita Street
Torrance, CA 90505
Attention: *Steve Calhoun and Jan Leo*
Facsimile No.: *310-257-3151*
Telephone No.: *310-257-2296*
Email: *scalhoun@fitec.com and leo@fitec.com*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

INDUSTRIAL DYNAMICS COMPANY HOLDINGS
III, INC.

By: _____
Name: Ahmad Sheikh
Its: Vice President and Secretary

Address:

Industrial Dynamics Company Holdings III, Inc.
3100 Fujita Street
Torrance, CA 90505
Attention: *Steve Calhoun and San Leo*
Facsimile No.: *310-257-3151*
Telephone No.: *310-257-2290*
Email: *scalhoun@idtec.com and leo@idtec.com*

INDUSTRIAL DYNAMICS COMPANY, LTD., as
successor borrower by merger to the Closing Date
Merger Sub pursuant to the Closing Date Merger


By: *Steve Calhoun*
Name: Steve Calhoun
Its: Chairman, President and CEO

Address:

Industrial Dynamics Company, Ltd.
3100 Fujita Street
Torrance, CA 90505
Attention: *Steve Calhoun and San Leo*
Facsimile No.: *310-257-3151*
Telephone No.: *310-257-2290*
Email: *scalhoun@idtec.com and leo@idtec.com*

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

BANK OF MONTREAL, as Administrative Agent

By: 
Name: Brian Boczkowski
Title: Director

Address:

Bank of Montreal
111 West Monroe St.
Chicago, Illinois 60603
Attention: John M. Buchta
Facsimile No.: (312) 293-4060
Telephone No. (312) 461-5279
Email: john.buchta@bmo.com

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005141 FRAME: 0756

ATTACHMENT 1
to Trademark Security Agreement

Registered Trademarks

<i>Trademark or Service Mark Description</i>	<i>Registration Date</i>	<i>Registration #</i>
INDUSTRIAL DYNAMICS	5/21/2002	2570850
LASETEC	12/28/1999	2304523
OMNIVISION	11/10/1992	1730827
SPECTROVISION	12/26/1995	1944400
FILTEC	12/30/1980	1144824
ID	8/14/1979	1123970
FILTEC	8/1/1961	0719284

Pending Trademark Applications

Country Trademark Serial No. Filing Date

None.