TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Excelitas Technologies Corp.		10/31/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Banking Corporation: SWITZERLAND

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3309016	ACULED
Registration Number:	1267034	CERMAX
Registration Number:	3295468	DIGIPYRO
Registration Number:	4195259	EXCELITAS TECHNOLOGIES
Registration Number:	2806940	OMNIBLOCK
Registration Number:	3469652	PAX-6
Registration Number:	3287025	SETTING THE MOOD
Registration Number:	2167468	THE HIGH VOLTAGE POWER SUPPLIES THAT WOR
Registration Number:	3481198	VIGI-LUX
Serial Number:	86013126	CURX
Serial Number:	85226622	EXCELITAS
Serial Number:	85236364	EXCELITAS TECHNOLOGIES
Serial Number:	85700142	LYNX
Serial Number:	86070626	X.

CH $365.00 3309016

CORRESPONDENCE DATA

Fax Number: 2124552502

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

Phone: (212) 455-2895

Email: ksolomon@stblaw.com

Correspondent Name: Samantha J. Himelman, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	051209/0028
NAME OF SUBMITTER:	Samantha J. Himelman
Signature:	/sjh/
Date:	01/17/2014

Total Attachments: 5

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Second Lien Trademark Security Agreement

Second Lien Trademark Security Agreement (this "Trademark Security Agreement"), dated as of October 31, 2013, by EXCELITAS TECHNOLOGIES CORP. (individually, each a "Pledgor", and, collectively, the "Pledgors"), in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a Second Lien Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the payment and performance in full of all the Secured Obligations, each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in all of the right, title and interest of such Pledgor in, to and under the following property, wherever located, and whether now existing or hereafter acquired from time to time (the "Pledged Collateral"):

(a) Trademarks of such Pledgor listed on Schedule I attached hereto. "Trademarks" shall mean, collectively, with respect to each Pledgor, all trademarks (including service marks), logos, certification marks, trade dress, domain names, corporate names and trade names, whether registered or unregistered, owned by or assigned to such Pledgor and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), together with any and all (i) rights and privileges arising under applicable law with respect to such Pledgor's use of any trademarks, (ii) reissues, continuations, extensions and renewals thereof and amendments thereto, (iii) rights corresponding thereto throughout the world and (iv) rights to sue for past, present and future infringements thereof;

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and

affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Pledged Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Pledged Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

TRADEMARK
REEL: 005196 FRAME: 0161

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

EXCELITAS TECHNOLOGIES CORP., as Pledgor

By: _____
Name: JAMES RAO
Title: CFO

Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

EXCELITAS TECHNOLOGIES CORP., as Pledgor

By: _____
Name:
Title:

Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent

By: _____
Name: JOHN D. TORONTO
Title: AUTHORIZED SIGNATORY

By: _____
Name: Tyler R. Smith
Title: Authorized Signatory

SCHEDULE I
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

Trademark	Jurisdiction	Reg. No. (App. No.)	Reg. Date (App. Date)	Owner
ACULED	United States	3309016	10/9/2007	Excelitas Technologies Corp.
CERMAX	United States	1267034	2/14/1984	Excelitas Technologies Corp.
DIGIPYRO	United States	3295468	9/18/2007	Excelitas Technologies Corp.
EXCELITAS TECHNOLOGIES	United States	4195259	8/21/2012	Excelitas Technologies Corp.
OMNIBLOCK	United States	2806940	20-Jan-2004	Excelitas Technologies Corp.
PAX-6	United States	3469652	7/15/2008	Excelitas Technologies Corp.
SETTING THE MOOD	United States	3287025	8/28/2007	Excelitas Technologies Corp.
THE HIGH VOLTAGE POWER SUPPLIES THAT WORK	United States	2167468	23-Jun-1998	Excelitas Technologies Corp.
VIGI-Lux	United States	3481198	8/5/2008	Excelitas Technologies Corp.

Trademark Applications:

Trademark	Jurisdiction	Reg. No. (App. No.)	Reg. Date (App. Date)	Owner
CURX	United States	(86013126)	(17-Jul-2013)	Excelitas Technologies Corp.
EXCELITAS	United States	(85226622)	(26-Jan-2011)	Excelitas Technologies Corp.
EXCELITAS TECHNOLOGIES	United States	(85236364)	(08-Feb-2011)	Excelitas Technologies Corp.
LYNX	United States	(85700142)	(09-Aug-2012)	Excelitas Technologies Corp.
X.	United States	(86070626)	(20-Sep-2013)	Excelitas Technologies Corp.