

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Patent and Trademark Security Agreement (Senior Subordinated Debt)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ZEMAX, LLC		11/27/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	38 Fountain Square Plaza, MD 10904F		
Internal Address:	Attention: Mezzanine Finance Group		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	Banking Corporation: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2234176	ZEMAX	
CORRESPONDENCE DATA			
Fax Number:	2025339099		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	202-467-8800		
Email:	jspiantanida@vorys.com, dharcher@vorys.com		
Correspondent Name:	Vorys, Sater, Seymour and Pease LLP		
Address Line 1:	P.O. Box 2255 -- IPLAW@Vorys		
Address Line 2:	Attn: Tanya Marie Curcio		
Address Line 4:	Columbus, OHIO 43216-2255		
ATTORNEY DOCKET NUMBER:	005252-1018/1707/ZEMAX		
NAME OF SUBMITTER:	Julie S. Piantanida		
Signature:	/julie piantanida/		

CH \$40.00 2234176

Date:

02/11/2014

Total Attachments: 7

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PATENT AND TRADEMARK SECURITY AGREEMENT
(Senior Subordinated Debt)

Date: November 27, 2013

DEBTOR: Zemax, LLC
22908 Alder Crest Dr. Suite 100
Redmond, Washington 98053

SECURED PARTY: Fifth Third Bank
Mezzanine Finance Group
38 Fountain Square Plaza; MD 10904F
Cincinnati, Ohio 45263

Recitals

A. The Debtor and the Secured Party are parties to a Senior Subordinated Loan and Security Agreement of even date herewith (as the same may be amended, modified, extended or cancelled from time to time, the "**Loan Agreement**") pursuant to which the Secured Party has agreed to extend to the Debtor certain credit accommodations.

B. It is a condition precedent to the obligation of the Secured Party to extend credit accommodations pursuant to the terms of the Loan Agreement that this Patent and Trademark Security Agreement (this "Agreement") be executed and delivered by the Debtor.

NOW, THEREFORE, In consideration of the credit accommodations which have been or may be extended to the Debtor and for other good and valuable consideration, the parties hereby covenant and agree as follows:

1. Defined Terms. All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given them therein. In addition, the following terms have the meanings set forth below:

"**Patents**" means all of the Debtor's right, title and interest in and to the following owned by the Debtor (in each case, excluding the Excluded Assets): (i) patents and patent applications owned by the Debtor, including, without limitation, the inventions and improvements claimed therein, all patents and patent applications listed on Exhibit A attached hereto and made a part hereof and all patents and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing; (ii) all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing; (iii) the right to sue and recover for past, present and future infringements of any of the foregoing, all rights corresponding to any and all of the foregoing throughout the world; and (iv) all

rights of Debtor as licensor or licensee under, and with respect to, any patents or patent applications, all as presently existing or hereafter arising or acquired.

“**Security Interest**” has the meaning given in Section 2.

“**Trademarks**” means all of the Debtor’s right, title and interest in and to the following owned by the Debtor (in each case, excluding Excluded Assets): (i) trademarks, trade names, trademark or service mark registrations, corporate names, company names, business names, fictitious business names, trade styles, service marks, collective membership marks, and logos owned by the Debtor, all registrations and recordings thereof, and all trademark or service mark applications (other than “intent to use” applications until a verified statement of use is filed with respect to such applications and accepted by the United States Patent and Trademark Office) filed in connection therewith, including, without limitation, the trademarks and applications listed on Exhibit B attached hereto and made a part hereof; (ii) income, damages, payments, fees or royalties with respect to the foregoing, including damages and payments for past, present and future infringements of any and all of the foregoing; (iii) the right to sue and recover for past, present and future infringement, dilution and damages therefor; (iv) all rights of Debtor as licensor or licensee under, and with respect to, any of the foregoing; and (v) the goodwill of Debtor’s business connected with the use of, and symbolized by, any of the foregoing; all as presently existing or hereafter arising or acquired; and all rights corresponding to any of the foregoing throughout the world and the goodwill of the Debtor’s business connected with the use of, and symbolized by, the foregoing.

2. Security Interest. To secure payment and performance in full of all of the Liabilities, the Debtor hereby grants to the Secured Party a continuing Lien on, and the Debtor pledges to the Secured Party, all of its right, title and interest in and to the Patents and Trademarks, whether now owned or hereafter acquired or arising (the “**Security Interest**”). This Agreement grants only the Security Interest herein described, is not intended to and does not effect any present assignment or transfer of right, title or interest in, to or under any Patents or Trademarks and makes no assignment or transfer and grants no right to assign or transfer or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Loan Agreement. The Security Interest granted pursuant to this Agreement is granted as part of the Lien granted by the Debtor to the Secured Party on the Collateral pursuant to the Loan Agreement. Without limiting the generality of the foregoing, (a) the Patents and Trademarks will be “Collateral” for all purposes of the Loan Agreement and (b) the description of the Patents and Trademarks in this Agreement does not in any way limit the description of, or Secured Party’s Lien on, the “Collateral” as defined in the Loan Agreement, or Secured Party’s remedies respecting such “Collateral”. This Agreement is not in any way intended, nor may it be construed, to replace, impair or extinguish the creation, attachment, perfection or priority of the security interests and other Liens granted to, or held by, Secured Party under the Loan Agreement or any of the other Financing Agreements, which security interests and other Liens the Debtor, by this Agreement, acknowledges, reaffirms and confirms to Secured Party. Debtor hereby acknowledges and agrees that this Agreement (i) is expressly subject to the terms and conditions

of the Loan Agreement and (ii) shall not be construed or deemed to enhance, extend or modify the representations, warranties, covenants, rights, obligations or remedies of either party or any other party under the Loan Agreement other than as expressly set forth therein. To the extent there is any inconsistency or ambiguity between this Agreement and the Loan Agreement, the Loan Agreement shall control.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

DEBTOR:

SECURED PARTY:

ZEMAX, LLC

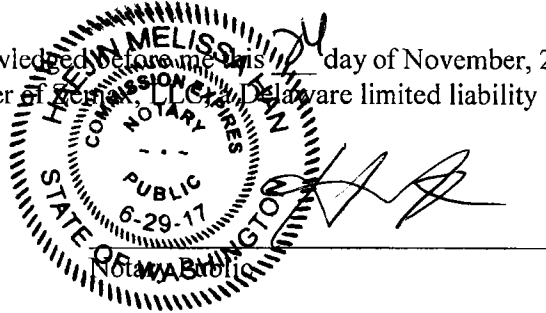
FIFTH THIRD BANK

By: _____
Name: Paul Caragher
Its: Chief Executive Officer

By: _____
Name: David J. Williams
Its: Senior Vice President

STATE OF WA)
) ss.
COUNTY OF KING)

The foregoing instrument was acknowledged before me this ___ day of November, 2013, by Paul Caragher, the Chief Executive Officer of ZEMAX, LLC, Delaware limited liability company, on behalf of such entity.



STATE OF OHIO)
) ss.
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ___ day of November, 2013, by David J. Williams, a Senior Vice President of Fifth Third Bank, an Ohio banking corporation, on behalf of such banking corporation.

Notary Public

Signature Page to
Patent and Trademark Security Agreement
(Senior Subordinated Debt)

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

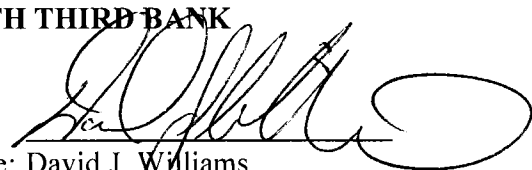
DEBTOR:

SECURED PARTY:

ZEMAX, LLC

FIFTH THIRD BANK

By: _____
Name: Paul Caragher
Its: Chief Executive Officer

By: 
Name: David J. Williams
Its: Senior Vice President

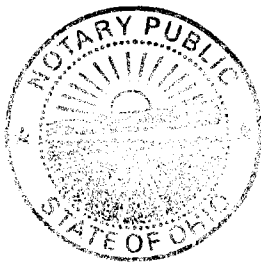
STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of November, 2013, by Paul Caragher, the Chief Executive Officer of Zemax, LLC, a Delaware limited liability company, on behalf of such entity.

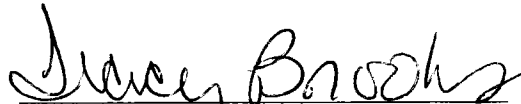
Notary Public

STATE OF OHIO)
) ss.
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 26 day of November, 2013, by David J. Williams, a Senior Vice President of Fifth Third Bank, an Ohio banking corporation, on behalf of such banking corporation.



TRACEY BROOKS
Notary Public, State of Ohio
My Commission Expires
January 19, 2017



Notary Public

Signature Page to
Patent and Trademark Security Agreement
(Senior Subordinated Debt)

EXHIBIT A

Patents and Patent Applications


Country	Title	App. No. / Date	Patent No. / Date	Owner
USA	Methods and Associated Systems for Simulating Illumination Patterns	61/642,015 03-May-2012		Zemax, LLC

EXHIBIT B

U.S. Registered Trademarks and Trademark Applications Marks

Country	Trademark	App. No. / Date	Reg. No. / Date	Owner
USA	ZEMAX	75/445761 06-Mar-1998	2234176 23-Mar-1999	Zemax, LLC

Foreign Registered Trademarks and Trademark Applications Marks

Country	Trademark	App. No. / Date	Reg. No. / Date	Owner
China	ZEMAX	10239484 28-Nov-2011		Zemax, LLC
China	ZEMAX AND DESIGN 	10239485 28-Nov-2011		Zemax, LLC

Service Marks

None.