

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM307027

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LumaSense Technologies Holdings, Inc.		04/25/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Comerica Bank		
<b>Street Address:</b>	39200 Six Mile Road, M/C 7578		
<b>Internal Address:</b>	Attn: National Documentation Services		
<b>City:</b>	Livonia		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48152		
<b>Entity Type:</b>	Banking Association: TEXAS		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86009637	LUMASENSE	
<b>Serial Number:</b>	86005491	LUMASMART ICORE	
<b>Serial Number:</b>	86005419	IMPAC	
<b>Serial Number:</b>	86004643	INNOVA	
<b>Serial Number:</b>	86004595	SMARTDGA	
<b>Serial Number:</b>	86004547	DGA VIEWER	
<b>Serial Number:</b>	86004525	SMARTDGA GO	
<b>Serial Number:</b>	86004499	EZHUB	
<b>Serial Number:</b>	86004439		
<b>Serial Number:</b>	86004413	SMARTDGA GUIDE	
<b>Serial Number:</b>	86004383	SMARTDGA GAUGE	
<b>Serial Number:</b>	86004319	SMARTDGA GUARD	
<b>Serial Number:</b>	85641484	SMARTDGA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8586385130		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	858-677-1400		
<b>TRADEMARK</b>			

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**Email:** susan.reynholds@dlapiper.com  
**Correspondent Name:** DLA Piper LLP (US)  
**Address Line 1:** 4365 Executive Drive, Suite 1100  
**Address Line 4:** San Diego, CALIFORNIA 92121

**ATTORNEY DOCKET NUMBER:** 329034-269

**NAME OF SUBMITTER:** Troy Zander

**SIGNATURE:** /s/ Troy Zander

**DATE SIGNED:** 06/09/2014

**Total Attachments: 5**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 25, 2014 by and between COMERICA BANK ("Bank") and LUMASENSE TECHNOLOGIES HOLDINGS, INC., a Delaware corporation, as successor-in-interest to LUMASENSE TECHNOLOGIES, INC. ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of April 12, 2007 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

3301 Leonard Court  
Santa Clara, CA 95054

Attn: Chief Executive Officer

LUMASENSE TECHNOLOGIES HOLDINGS, INC.

By:

Title: Chief Executive Officer



BANK:

Address of Bank:

39200 Six Mile Rd., M/C 7578  
Livonia, MI 48152

COMERICA BANK

By:

Title:



EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None.		

EXHIBIT B

Patents

<u>Description</u>	<u>Patent No./ Appl No.</u>	<u>File/Issue Date</u>
Respiratory gas analyzer	5464982	11/7/95
Sensor support subassembly	5582797	12/10/96
An electro-optical board assembly for measuring the temperature of an object surface from infra-red emissions thereof, including an automatic gain control therefore	5717608	2/10/98
Non-contact optical techniques for measuring surface conditions	5769540	6/23/98
Interference removal	5786886	7/28/98
Novel multiple-gas NDIR analyzer	5811812	9/22/98
Electro optical board assembly for measuring the temperature of an object surface from infra red emissions thereof including an automatic gain control therefore	5897610	4/27/99
In situ technique for monitoring and controlling a process of chemical-mechanical-polishing via a radiative communication link	6010538	1/4/00
Signal processing for in situ monitoring of the formation or removal of a transparent layer	6028669	2/22/00
Polarization interferometer spectrometer with rotatable birefringent element	6222632	4/24/01
Liquid etch endpoint detection and process metrology	6406641	6/18/02
Infrared spectrophotometer employing sweep diffraction grating	6528791	3/4/03
Optical techniques for measuring layer thickness and other surface characteristics of objects such as semiconductor wafers	6570662	5/27/03
In situ optical surface temperature measuring technique and devices	6572265	6/3/03
Optical technique for measuring layer thicknesses and other surface characteristics of objects such as semiconductor wafers	6654132	11/25/03
Thermal imaging combination and method	6798587	9/28/04
Respiratory gas analyzer	6818895	11/16/04
Optical technique for measuring layer thicknesses and other surface characteristics of objects such as semiconductor wafers	6934040	8/23/05
Optical technique for measuring layer thicknesses and other surface characteristics of objects such as semiconductor wafers	7042581	5/9/06
In situ optical surface temperature measuring technique and devices	7080940	7/25/06
Method for adapting an existing thermal imaging device	7348562	3/25/08
In situ optical surface temperature measuring technique and devices	7374335	5/20/08
System and method for monitoring asset health by dissolved gas measurement	14001947	8/28/13

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
LumaSense Technologies	85070950	6/24/10
LUMASHIELD	85170526	11/05/10
LUMASMART	77883898	12/2/09
FOCAL POINT	77138448	3/23/07
SPYGLASS	76437455	8/5/02
MIKRON	72377173	11/25/70
THERMASSET	78306554	9/29/03
ACCUFIBER	74090171	8/21/90
FLUOROPTIC	73616762	8/26/86
LUXTRON	73616723	8/26/86
LUMASENSE	86009637	7/13/13
LumaSMART iCore	86005491	7/9/13
impac	86005419	7/9/13
INNOVA	86004643	7/8/13
SmartDGA	86004595	7/8/13
DGA Viewer	86004547	7/8/13
SmartDGA Go	86004525	7/8/13
EZHub	86004499	7/8/13
Design	86004439	7/8/13
SmartDGA Guide	86004413	7/8/13
SmartDGA Guage	86004383	7/8/13
SmartDGA Guard	86004319	7/8/13
SmartDGA	85641484	6/1/12