

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM310748

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Trademark Security Interest (First Lien)		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Credit Suisse AG, Cayman Islands Branch		07/15/2014	Bank: SWITZERLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DATA DEVICE CORPORATION		
<b>Street Address:</b>	105 Wilbur Place		
<b>City:</b>	Bohemia		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11716		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>Name:</b>	BETA TRANSFORMER TECHNOLOGY CORPORATION		
<b>Street Address:</b>	40 ORVILLE DRIVE		
<b>City:</b>	BOHEMIA		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11716		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1499398	BTTC	
<b>Registration Number:</b>	1500389	BETA TRANSFORMER TECHNOLOGY CORPORATION	
<b>Registration Number:</b>	1502909	BTTC	
<b>Registration Number:</b>	0830114	DDC	
<b>Registration Number:</b>	1176957	DDC	
<b>Registration Number:</b>	1179898	DDC	
<b>Registration Number:</b>	1176981	MONOBRID	
<b>Registration Number:</b>	2443276	STAR SERIES	
<b>Registration Number:</b>	2571819	DDC DATA DEVICE CORPORATION	
<b>Registration Number:</b>	2843241	MINI-ACE	
<b>Registration Number:</b>	2940684	MICRO-ACE	
<b>Registration Number:</b>	2946939	FIBREACCESS	
<b>TRADEMARK</b>			

OP \$465.00 1499398

Property Type	Number	Word Mark
Registration Number:	2980213	FIBREMATRIX
Registration Number:	3276218	HYPER-1553
Registration Number:	3764818	TOTAL-ACE
Registration Number:	3848403	ACEXTREME
Registration Number:	3861481	BUSTRACER
Registration Number:	4035950	TOTAL ACEXTREME

**CORRESPONDENCE DATA**

Fax Number: 7147558290

*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.*

Phone: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	036793-0027
NAME OF SUBMITTER:	Anna T Kwan
SIGNATURE:	/atk/
DATE SIGNED:	07/15/2014

**Total Attachments: 5**

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## **RELEASE OF TRADEMARK SECURITY INTEREST (FIRST LIEN)**

This RELEASE OF TRADEMARK SECURITY INTEREST (FIRST LIEN) (this "Release"), dated as of July 15, 2014, is made by CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, located at One Madison Avenue, New York, New York 10010, in its capacity as Collateral Agent pursuant to the Credit Agreement, as pledgee, assignee and secured party (the Collateral Agent, in such capacity and together with any successors in such capacity, the "Agent") in favor of DATA DEVICE CORPORATION, a Delaware corporation located at 105 Wilbur Place, Bohemia, New York 11716 and Beta Transformer Technology Corporation, a New York Corporation located at 40 Orville Drive, Bohemia, New York, 11716 (each an "Assignee" and collectively the "Assignees"). Capitalized terms used in this Release but not otherwise defined herein shall have the meaning set forth or incorporated by reference in the Security Agreement (as defined below).

WHEREAS, each of the Assignees have, pursuant to that certain Security Agreement (First Lien) dated as of July 11, 2012 (the "Security Agreement"), made by ILC INDUSTRIES, LLC, a Delaware limited liability company ("Borrower"), ILC HOLDINGS, INC., a Delaware corporation ("Holdings"), the Guarantors parties thereto (together with Holdings, the "Guarantors"), as grantor, assignors and debtors (the Borrower, together with the Guarantors, in such capacities and together with any successors in such capacities, the "Grantors," and each, a "Grantor"), in favor of the Agent, pledged and granted to the Agent and its successor and assigns, for the ratable benefit of the Secured Parties, a First Priority lien on and security interest in, all of Assignors' right, title and interest in, to and under the Pledged Collateral, including the Trademark Collateral;

WHEREAS, in accordance with the Security Agreement, Agent and Assignees further memorialized the security interest described above as it relates to the Trademark Collateral, including the Trademarks identified in Schedule I hereto, in a Trademark Security Agreement (First Lien), dated as of July 11, 2012, which was recorded in the U.S. Patent and Trademark Office on July 23, 2012 at Reel 4827/ Frame 0313 (the "Trademark Security Agreement") and

WHEREAS, the Obligations have been paid and performed in full by the Grantors and Agent agrees to release its First Priority Lien on and security interest in the Trademark Collateral.

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent and Assignees hereby agree as follows:

Section 1. Release of Security Interest in Trademark Collateral. Agent hereby terminates the Trademark Security Agreement and terminates, cancels and releases its

First Priority lien on and security interest in, all of such Assignee's right, title and interest in, to and under the following, in each case, whether then owned or existing or thereafter acquired, or arising, and wherever located (the "Trademark Collateral"):

(a) all trademark registrations (including service marks) and applications, and material unregistered trademarks and trade names (including, but not limited to, logos, slogans, trade dress, uniform resource locators (URLs), domain names, corporate names and trade names) owned by or assigned to such Assignee and all registrations and applications for the foregoing in the United States or any other country or any political subdivision thereof, including, without limitation, the registrations and applications listed in Schedule 13A annexed to the Perfection Certificate and set forth in Schedule I hereto, together with any and all (i) rights and privileges arising under applicable law with respect to the foregoing, (ii) reissues, continuations, extensions and renewals thereof, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including, without limitation, damages, claims and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements thereof;

(b) all goodwill connected with the use of and symbolized by any of the foregoing;  
and

(c) all Proceeds and products of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, any and all proceeds of any insurance, indemnity, warranty or guaranty payable to such Assignee from time to time with respect to any of the foregoing.

Section 2. Authorization to Record. Agent hereby authorizes and requests that the U.S. Patent and Trademark Office and any applicable government officers record this Release.

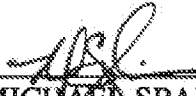
Section 3. Further Assurances. Agent agrees to take all further actions, and provide to Assignees, their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Assignees to more fully and effectively effectuate the purposes of this Release, at the sole expense of the Assignees.

Section 4. Governing Law. This Release shall be construed in accordance with and governed by the law of the state of New York, without regard to conflicts of law principles that would require the applications of the laws of another jurisdiction.

(Signature page follows)

IN WITNESS WHEREOF, the Agent has duly executed and delivered, by its duly authorized officer, this RELEASE OF TRADEMARK SECURITY INTEREST (FIRST LIEN) as of the date first written above.

CREDIT SUISSE AG, CAYMAN  
ISLANDS BRANCH  
as Agent


By:   
Name: MICHAEL SPAIGHT  
Title: AUTHORIZED SIGNATORY

By:   
Name: LINGZI HUANG  
Title: AUTHORIZED SIGNATORY

Trademark Release (First Lien)

TRADEMARK  
REEL: 005323 FRAME: 0097

**SCHEDULE I**  
to  
**RELEASE OF TRADEMARK SECURITY INTEREST (FIRST LIEN)**

<b>Mark</b>	<b>Reg. No. Issue Date</b>	<b>Owner</b>
B TTC	1499398 09-AUG-1988	Beta Transformer Technology Corporation
BETA TRANSFORMER TECHNOLOGY CORPORATION	1500389 16-AUG-1988	Beta Transformer Technology Corporation
	1502909 06-SEP-1988	Beta Transformer Technology Corporation
DDC	0830114 13-JUN-1967	Data Device Corporation
DDC	1176957 10-NOV-1981	Data Device Corporation
	1179898 01-DEC-1981	Data Device Corporation
MONOBIRD	1176981 10-NOV-1981	Data Device Corporation
STAR SERIES	2443276 10-APR-2001	Data Device Corporation
	2571819 21-MAY-2002	Data Device Corporation
MINI-ACE	2843241 18-MAY-2004	Data Device Corporation
MICRO-ACE	2940684 12-APR-2005	Data Device Corporation
FIBREACCESS	2946939 03-MAY-2005	Data Device Corporation
FIBREMATRIX	2980213 26-JUL-2005	Data Device Corporation
HYPER-1553	3276218 07-AUG-2007	Data Device Corporation
TOTAL-ACE	3764818 23-MAR-2010	Data Device Corporation
ACEXTREME	3848403 14-SEP-2010	Data Device Corporation
BUSTRACER	3861481 12-OCT-2010	Data Device Corporation

Mark	Reg. No. Issue Date	Owner
TOTAL ACEXTREME	4035950 04-OCT-2011	Data Device Corporation