

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314067

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Primaxx, Inc.		08/07/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 S. Dearborn, 7th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3909178	UETCHER	
Registration Number:	3909177	UETCH	
Registration Number:	3909176	UETCHER	
Registration Number:	3909174	UETCH	
Registration Number:	3918618	MONARCH	
Registration Number:	2072092	PRIMAXX	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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>			
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:	509265/1858		
NAME OF SUBMITTER:	Samantha J. Himelman		
SIGNATURE:	/sjh/		
DATE SIGNED:	08/14/2014		

CH \$165.00 3909178

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT dated as of August 7, 2014 (this “Agreement”), among Prim maxx, Inc., the other Domestic Subsidiary Loan Parties from time to time party hereto and JPMorgan Chase Bank, N.A. (“JPMCB”), as Administrative Agent.

Reference is made to (a) the Credit Agreement dated as of August 7, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Orbotech Ltd., as Company, the Borrower, the Lenders from time to time party thereto and JPMCB, as Administrative Agent, and (b) the Collateral Agreement dated as of August 7, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Borrower, the other Domestic Subsidiary Loan Parties from time to time party thereto and JPMCB, as Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Domestic Subsidiary Loan Parties party hereto (other than the Borrower) are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 2. Grant of Security Interest. As security for the payment in full of the Obligations, each Grantor pursuant to the Collateral Agreement did, and hereby does, grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the “Trademark Collateral”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, domain names, global top level domain names, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar office in any State of the United States of America, all extensions or renewals thereof, and all common law rights related thereto, including, in the case of any Grantor, any of the foregoing set forth under its name on Schedule I; and

(b) all goodwill associated therewith or symbolized thereby.

SECTION 3. Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each

Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

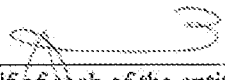
ORBOTECH, INC.

SPTS TECHNOLOGIES, INC.

PHOTON DYNAMICS SOLAR CORPORATION

PRIMAXX, INC.

by



On behalf of each of the entities listed
above

Name: Doron Abramovitch

Title: Authorized Representative

PHOTON DYNAMICS, INC.

by

Name: Michael Zizza

Title: Secretary

[Trademark Security Agreement Signature Page]

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as of the day and year first above written.

ORBOTECH, INC.

SPTS TECHNOLOGIES, INC.

PHOTON DYNAMICS SOLAR CORPORATION

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by

On behalf of each of the entities listed
above

Name: Doron Abramovitch

Title: Authorized Representative

PHOTON DYNAMICS, INC.

by

Name: Michael Zizza

Title: Secretary

[Trademark Security Agreement Signature Page]

TRADEMARK
REEL: 005344 FRAME: 0270

JPMORGAN CHASE BANK, N.A., as
Administrative Agent

By



Name:

Richard Johansson

Title:

Vice President

[Trademark Security Agreement Signature Page]

TRADEMARK
REEL: 005344 FRAME: 0271

SCHEDULE I

Trademarks/Trade Names Owned by Primaxx, Inc.*U.S. Trademark Registrations*

<u>Grantor</u>	<u>Mark</u>	<u>Registration No.</u>
Primaxx, Inc.	UETCHER & DESIGN	3909178
Primaxx, Inc.	UETCH & DESIGN	3909177
Primaxx, Inc.	UETCHER	3909176
Primaxx, Inc.	UETCH	3909174
Primaxx, Inc.	MONARCH	3918618
Primaxx, Inc.	PRIMAXX	2072092

U.S. Trademark Applications

None.