

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM321103

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|---|---|-----------------------|---------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Fifth Third Bank | | 10/23/2014 | Banking Corporation: OHIO |
| RECEIVING PARTY DATA | | | |
| Name: | Zemax, LLC | | |
| Street Address: | 22908 NE Alder Crest Drive | | |
| Internal Address: | Suite 100 | | |
| City: | Redmond | | |
| State/Country: | WASHINGTON | | |
| Postal Code: | 98053 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2234176 | ZEMAX | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| | <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> | | |
| Email: | trademarks@dechert.com, erin.reimer@dechert.com | | |
| Correspondent Name: | Glenn A. Gundersen | | |
| Address Line 1: | 2929 Arch Street | | |
| Address Line 2: | Cira Centre | | |
| Address Line 4: | Philadelphia, PENNSYLVANIA 19104-2808 | | |
| ATTORNEY DOCKET NUMBER: | 137494 | | |
| NAME OF SUBMITTER: | Erin Reimer | | |
| SIGNATURE: | /Erin Reimer/ | | |
| DATE SIGNED: | 10/24/2014 | | |
| Total Attachments: 4 | | | |
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CH \$40.00 2234176

**TERMINATION AND RELEASE
OF
PATENT AND TRADEMARK SECURITY AGREEMENT**

THIS TERMINATION AND RELEASE OF PATENT AND TRADEMARK SECURITY AGREEMENT (this "Release"), dated as of October 23, 2014 (the "Effective Date"), is made by FIFTH THIRD BANK, an Ohio banking corporation (the "Secured Party"), in favor of ZEMAX, LLC, a Delaware limited liability company (the "Grantor").

WHEREAS, the Grantor and the Secured Party entered into that certain Patent and Trademark Security Agreement (Senior Subordinated Debt), dated as of November 27, 2013 (the "Security Agreement") for the purpose of securing payment and performance for all indebtedness and obligations of the Grantor to the Secured Party arising under that certain Loan Agreement (as defined in the Security Agreement);

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office on February 11, 2014, at (i) Reel 032250, Frame 0669 (for patents and patent applications), and (ii) Reel 005214, Frame 0657 (for trademark registrations and trademark applications);

WHEREAS, pursuant to the Loan Agreement and the Security Agreement, the Grantor granted to the Secured Party a security interest in and to (i) the Patents (as defined in the Security Agreement), including, without limitation, the Patents listed on Exhibit A hereto, and (ii) the Trademarks (as defined in the Security Agreement), including, without limitation, the Trademarks listed on Exhibit B hereto ((i) and (ii) collectively, the "Intellectual Property"); and

WHEREAS, the Secured Party has agreed to terminate the Security Agreement and release the entirety of its security interest in the Intellectual Property as herein provided:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party hereby terminates the Security Agreement, and hereby terminates, discharges, cancels, and releases any and all security interest it may have in the Intellectual Property.

The Secured Party shall take all further actions, and provide to the Grantor, its 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, which must be prepared and filed by the Grantor or its designees at the Grantor's sole cost and expense), reasonably requested by the Grantor to more fully and effectively effectuate the purposes of this Release.

IN WITNESS WHEREOF, the Secured Party has caused this Release to be executed by its duly authorized representative as of the Effective Date.

FIFTH THIRD BANK

By: *Clayton A. Bruce*

Name: Clayton A. Bruce

Title: Vice President

SIGNATURE PAGE TO
RELEASE OF PATENT AND TRADEMARK SECURITY AGREEMENT
(Senior Subordinated Debt)
(Zemax, LLC)

TRADEMARK
REEL: 005387 FRAME: 0187

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 |
| USA | Methods and Associated Systems for Simulating Illumination Patterns | 13/797469 12-March-2013 | | Zemax, LLC |


EXHIBIT B

Registered Trademarks and Trademark Applications Marks

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 | 10239484 (January 28, 2013) | Zemax, LLC |
| China | ZEMAX AND DESIGN  | 10239485 28-Nov-2011 | 10239485 (January 28, 2013) | Zemax, LLC |

Service Marks

None.