

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM321106

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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**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, 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 January 9, 2014, at (i) Reel 031958, Frame 0190 (for patents and patent applications), and (ii) Reel 5190, Frame 0445 (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

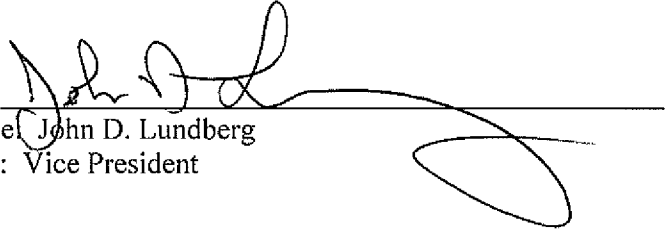
WHEREAS, the Secured Party has agreed to terminate the Security Agreement and release the entirety of its security interest in the Intellectual Property as herein provided:

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: 
Name: John D. Lundberg
Title: Vice President

Signature Page to Termination and Release of Patent and Trademark Security Agreement
(Zemax, LLC)

TRADEMARK
REEL: 005387 FRAME: 0203

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 28-Jan-2013	Zemax, LLC
China	ZEMAX AND DESIGN 	10239485 28-Nov-2011	10239485 28-Jan-2013	Zemax, LLC

Service Marks

None.