

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM348827

<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>
KEY TECHNOLOGY, INC.		07/20/2015	CORPORATION: OREGON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC BANK, NATIONAL ASSOCIATION		
<b>Street Address:</b>	2 North Lake Avenue, Suite 440		
<b>City:</b>	Pasadena		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91101		
<b>Entity Type:</b>	NATIONAL ASSOCIATION: UNITED STATES		
<b>PROPERTY NUMBERS Total: 27</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86619181	VERYX	
<b>Registration Number:</b>	4602968	KEY TECHNOLOGY	
<b>Registration Number:</b>	4522065	VITISORT	
<b>Serial Number:</b>	85818151	HYPERVISION	
<b>Registration Number:</b>	4403447	BIOPRINT	
<b>Registration Number:</b>	4186704	IMPULSE	
<b>Registration Number:</b>	4335626	REMOTEMD	
<b>Registration Number:</b>	3633185	VERISYM	
<b>Registration Number:</b>	3279986	SMART SHAKER	
<b>Registration Number:</b>	3279946	KEY TECHNOLOGY	
<b>Registration Number:</b>	3396003	SYMETIX	
<b>Registration Number:</b>	2973825	VANTYX	
<b>Registration Number:</b>	3837634	ONCORE	
<b>Registration Number:</b>	3837597	SMARTARM	
<b>Registration Number:</b>	3541537	MANTA	
<b>Registration Number:</b>	3473335	PULSESCRUBBER	
<b>Registration Number:</b>	2652624	OPTYX	
<b>Registration Number:</b>	2606161	SMART-SHAKER	
<b>Registration Number:</b>	2266637	SOLUTIONS IN PROCESS	

CH \$690.00 86619181

Property Type	Number	Word Mark
Registration Number:	2275639	TURBO-FLO
Registration Number:	2152848	KEYWARE
Registration Number:	2122198	C-BELT
Registration Number:	1836663	ADR
Registration Number:	2054106	TEGRA
Registration Number:	1622138	OMS
Registration Number:	1468019	ISO-DRIVE
Registration Number:	1218118	ISO-FLO

**CORRESPONDENCE DATA**

**Fax Number:** 2138915788  
*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:** 213-8915935  
**Email:** hpanneck@buchalter.com  
**Correspondent Name:** Helen Panneck  
**Address Line 1:** 1000 Wilshire Blvd., Ste. 1500  
**Address Line 4:** Los Angeles, CALIFORNIA 90017

<b>ATTORNEY DOCKET NUMBER:</b>	P6328-0025
<b>NAME OF SUBMITTER:</b>	Helen Panneck
<b>SIGNATURE:</b>	/Helen Panneck/
<b>DATE SIGNED:</b>	07/21/2015

**Total Attachments: 9**

- source=Executed Trademark Security Agreement - Key Technology#page1.tif
- source=Executed Trademark Security Agreement - Key Technology#page2.tif
- source=Executed Trademark Security Agreement - Key Technology#page3.tif
- source=Executed Trademark Security Agreement - Key Technology#page4.tif
- source=Executed Trademark Security Agreement - Key Technology#page5.tif
- source=Executed Trademark Security Agreement - Key Technology#page6.tif
- source=Executed Trademark Security Agreement - Key Technology#page7.tif
- source=Executed Trademark Security Agreement - Key Technology#page8.tif
- source=Executed Trademark Security Agreement - Key Technology#page9.tif

## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of this 20<sup>th</sup> day of July 2015, by the grantor listed on the signature pages hereof ("Grantor" and together with each Person joined hereto as a grantor from time to time, collectively, "Grantors"), in favor of PNC BANK, NATIONAL ASSOCIATION, ("PNC") in its capacity as agent for the Secured Parties (together with its successors and assigns in such capacity, "Agent").

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among Grantor and PNC, as lender ("Lender"), Lender agreed to make certain financial accommodations available to Grantor pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the benefit of the Secured Parties, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of Grantor's trademarks, trademark applications, service marks, trade names and associated goodwill (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including those U.S. trademarks and U.S. trademark applications referred to on Schedule I hereto; and

(b) all proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Agent and the Secured Parties, or any of them,

whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new Trademarks or Licenses for Trademarks. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new U.S. trademarks (to the extent provided in the Credit Agreement), U.S. trademark applications or Licenses for Trademarks of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any Other Document refer to this Trademark Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the

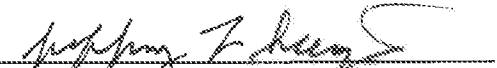
repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

*[Remainder of page intentionally left blank; signature page follows]*

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTOR:**

**KEY TECHNOLOGY, INC.,**  
an Oregon corporation

By: 

Name: Jeffrey T. Stegal

Title: Vice President & Chief Financial Officer

ACCEPTED AND  
ACKNOWLEDGED BY:

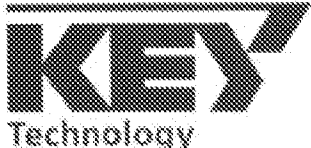
PNC BANK, NATIONAL ASSOCIATION,  
as Agent

By:   
Name: Mark A. Tito  
Title: Vice President


Trademark Security Agreement

**TRADEMARK**  
**REEL: 005582 FRAME: 0514**

Schedule I  
U.S. Trademarks

TRADEMARK	SERIAL NO./ REG. NO.	OWNER	FILE DATE/ REG. DATE	STATUS
VERYX	86619181	Key Technology, Inc.	05/04/2015	Inactive
	4602968	Key Technology, Inc.	09/09/2014	Active
VITISORT	4522065	Key Technology, Inc.	04/29/2014	Active
HYPERVISION	85818151	Key Technology, Inc.	01/08/2013	Active
BIOPRINT	4403447	Key Technology, Inc.	09/17/2013	Active



TRADEMARK	SERIAL NO./ REG. NO.	OWNER	FILE DATE/ REG. DATE	STATUS
IMPULSE	4186704	Key Technology, Inc.	08/07/2012	Active
RemoteMD	4335626	Key Technology, Inc.	05/14/2013	Active
VERISYM	3633185	Key Technology, Inc.	06/02/2009	Active
SMART SHAKER	3279986	Key Technology, Inc.	08/14/2007	Active
	3279946	Key Technology, Inc.	08/14/2007	Inactive
SYMETIX	3396003	Key Technology, Inc.	03/11/2008	Active
Word Mark: VANTYX	2973825	Key Technology, Inc.	07/19/2005	Inactive

TRADEMARK	SERIAL NO./ REG. NO.	OWNER	FILE DATE/ REG. DATE	STATUS
<b>ONCORE</b>	3837634	Key Technology, Inc.	08/24/2010	Active
<b>SMARTARM</b>	3837597	Key Technology, Inc.	08/24/2010	Active
<b>MANTA</b>	3541537	Key Technology, Inc.	12/02/2008	Active
<b>PULSESCRUBBER</b>	3473335	Key Technology, Inc.	07/22/2008	Active
<b>OPTYX</b>	2652624	Key Technology, Inc.	11/19/2002	Active
<b>SMART-SHAKER</b>	2606161	Key Technology, Inc.	08/06/2002	Active
<b>SOLUTIONS IN PROCESS</b>	2266637	Key Technology, Inc.	08/03/1999	Inactive

TRADEMARK	SERIAL NO./ REG. NO.	OWNER	FILE DATE/ REG. DATE	STATUS
<b>TURBO-FLO</b>	2275639	Key Technology, Inc.	09/07/1999	Active
Word Mark: KEYWARE	2152848	Key Technology, Inc.	04/21/1998	Active
Word Mark: C-BELT	2122198	Key Technology, Inc.	12/16/1997	Active
Word Mark: ADR	1836663	Key Technology, Inc.	05/17/1994	Active
Word Mark: TEGRA	2054106	Key Technology, Inc.	04/22/1997	Active
Word Mark: OMS	1622138	Key Technology, Inc.	11/13/1990	Inactive
Word Mark: ISO-DRIVE	1468019	Key Technology, Inc.	12/08/1987	Active
Word Mark: ISO-FLO	1218118	Key Technology, Inc.	11/30/1982	Active