

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM398639

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Interest in Trademarks Second Lien		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Existing Agent		09/14/2016	Banking Corporation: SWITZERLAND
RECEIVING PARTY DATA			
Name:	CORTLAND PRODUCTS CORP., as Successor Agent		
Street Address:	225 WEST WASHINGTON STREET		
Internal Address:	21ST FLOOR		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3309016	ACULED	
Registration Number:	1267034	CERMAX	
Registration Number:	4195259	EXCELITAS TECHNOLOGIES	
Registration Number:	2806940	OMNIBLOCK	
Registration Number:	3469652	PAX-6	
Registration Number:	3287025	SETTING THE MOOD	
Registration Number:	2167468	THE HIGH VOLTAGE POWER SUPPLIES THAT WOR	
Registration Number:	3481198	VIGI-LUX	
Registration Number:	4571014	CURX	
Registration Number:	4518064	EXCELITAS	
Registration Number:	4529883	EXCELITAS TECHNOLOGIES	
Registration Number:	4526433	LYNX	
Registration Number:	4643511	X.	
CORRESPONDENCE DATA			
Fax Number:	6502515002		
<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>			
TRADEMARK			

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Phone: (650) 251-5106
Email: ksolomon@stblaw.com
Correspondent Name: Amber Harezlak, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 2475 Hanover Street
Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	051209/0028
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NAME OF SUBMITTER:	Amber Harezlak
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SIGNATURE:	/ah/
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DATE SIGNED:	09/15/2016
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Total Attachments: 6

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ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS
SECOND LIEN

This ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS is dated as of September 14, 2016, by and among CORTLAND PRODUCTS CORP., in its capacity as the successor Administrative Agent and as the successor Collateral Agent (the "Successor Agent"), CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, in its capacity as the existing Administrative Agent and as the existing Collateral Agent (the "Existing Agent"), and EXCELITAS TECHNOLOGIES CORP. ("Pledgor"). Unless otherwise defined herein or the context otherwise requires, capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Security Agreement (defined below).

WHEREAS, pursuant to the Second Lien Security Agreement dated October 31, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in connection with the Second Lien Credit Agreement, dated as of October 31, 2013, Pledgor granted the Existing Agent a security interest in, among other things, the Intellectual Property Collateral including, without limitation, the Trademarks listed on Schedule A attached hereto;

WHEREAS, in connection with the Security Agreement, the Pledgor and the Existing Agent executed the Second Lien Trademark Security Agreement, dated as of October 31, 2013 (the "Trademark Security Agreement"), which was recorded with the United States Patent and Trademark Office on January 17, 2014 at Reel 005196 and Frame 0158; and

WHEREAS, pursuant to the Successor Agent Agreement, dated as of September 14, 2016 by and among the Successor Agent, the Existing Agent, and the Pledgor, among other parties (the "Successor Agent Agreement"), the Existing Agent has assigned to the Successor Agent each of the Liens and security interests granted (or assigned) to the Existing Agent by the Loan Parties under the Loan Documents, and the Successor Agent accepted and assumed all such Liens and security interests, for the benefit of the Secured Parties.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment of Rights in Security Interests. The Existing Agent hereby assigns to the Successor Agent the Trademark Security Agreement, including, without limitation, the lien on and security interest in all of Pledgor's right, title and interest in, to and under the Pledged Collateral (as defined in the Trademark Security Agreement), including, without limitation, those Trademarks set forth on Schedule A hereto (collectively, the "Assigned Trademark Security Interests"). This assignment is made without recourse, representations and warranties of any kind.
2. Successor Agreement. All other terms and conditions relating to the subject matter hereof are more fully set out in the Successor Agent Agreement.

3. Entire Agreement. This Assignment of Security Interest in Trademarks, together with the Successor Agent Agreement, states the entire agreement and supersedes all prior agreements, written or verbal, between the parties hereto with respect to the subject matter hereof. This Assignment of Security Interest in Trademarks may not be amended except in writing signed by a duly authorized representative of each of the respective parties hereto.
4. Counterparts. This Assignment of Security Interest in Trademarks may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Assignment of Security Interest in Trademarks by signing and delivering one or more counterparts.
5. Governing Law. This Assignment of Security Interest in Trademarks and the transactions contemplated hereby, and all disputes between the parties under or relating to this Assignment of Security Interest in Trademarks or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

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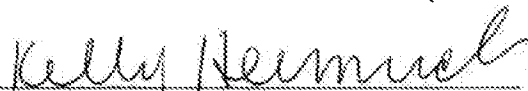
DATED as of the 14th day of September, 2016.

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Existing Agent**

By: 

Name: William O'Daly

Title: Authorized Signatory

By: 

Name: Kelly Heimrich

Title: Authorized Signatory

[Signature Page to Assignment of Security Interests in Trademarks]


**TRADEMARK
REEL: 005877 FRAME: 0932**

ACCEPTANCE AND ASSUMPTION

Successor Agent, as successor agent accepts the foregoing assignment of the Assigned Trademark Security Interests and assumes each and every obligation of the Existing Agent under and pursuant to the Trademark Security Agreement arising from and after the date hereof.

DATED as of the 14th day of September, 2016.

CORTLAND PRODUCTS CORP., as
Successor Agent

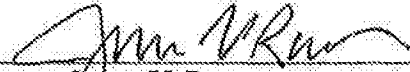
By: 
Name: Emily Ergan Pappas
Title: Duly Authorized Signatory

ACKNOWLEDGEMENT AND CONSENT

The Pledgor hereby acknowledges and consents to the assignment of the Assigned Trademark Security Interests from the Existing Agent to the Successor Agent as contemplated hereby.

DATED as of the 14th day of September, 2016.

EXCELITAS TECHNOLOGIES CORP.,
as Pledgor

By: 
Name: James V. Rao
Title: Chief Financial Officer

[Acknowledgement and Consent Page to Assignment of Security Interests in Trademarks]

Schedule A

Trademarks

Trademark	Jurisdiction	Reg. No. (App. No.)	Reg. Date. (App. Date)	Owner
ACULED	United States	3309016	10/19/2007	Excelitas Technologies Corp.
CERMAX	United States	1267034	2/14/1984	Excelitas Technologies Corp.
EXCELITAS TECHNOLOGIES	United States	4195259	8/21/2012	Excelitas Technologies Corp.
OMNIBLOCK	United States	2806940	1/20/2004	Excelitas Technologies Corp.
PAX-6	United States	3469652	7/15/2008	Excelitas Technologies Corp.
SETTING THE MOOD	United States	3287025	8/28/2007	Excelitas Technologies Corp.
THE HIGH VOLTAGE POWER SUPPLIES THAT WORK	United States	2167468	6/23/1998	Excelitas Technologies Corp.
VIGI-Lux	United States	3481198	8/5/2008	Excelitas Technologies Corp.
CURX	United States	4571014	7/22/2014	Excelitas Technologies Corp.
EXCELITAS	United States	4518064	4/22/2014	Excelitas Technologies Corp.
EXCELITAS TECHNOLOGIES	United States	4529883	5/13/2014	Excelitas Technologies Corp.
LYNX	United States	4526433	5/6/2014	Excelitas Technologies Corp.
X.	United States	4643511	11/25/2014	Excelitas Technologies Corp.