

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414274

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Degree Controls, Inc.		01/19/2017	Corporation: NEW HAMPSHIRE
RECEIVING PARTY DATA			
Name:	Jagat S Sisodia		
Street Address:	5 Hawthorne Village Road		
City:	Nashua		
State/Country:	NEW HAMPSHIRE		
Postal Code:	03062		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	77457956	ADAPTIVCOOL	
Serial Number:	77179758	HOTSPOTR	
Serial Number:	77124018	DEGREE °C ADAPTIVCOOL	
Serial Number:	77452221	THERMAL PEACE OF MIND	
Serial Number:	76598973	PRONTOFLOW	
Serial Number:	76012304	DEGREE °C	
Serial Number:	76578016	CAMBRIDGE ACCUSENSE	
Serial Number:	74714697	ACCUTRAC	
CORRESPONDENCE DATA			
Fax Number:	6179464801		
<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:	617-946-4856		
Email:	ddryer@seyfarth.com		
Correspondent Name:	David E. Dryer		
Address Line 1:	Two Seaport Lane		
Address Line 2:	Seyfarth Shaw LLP, Suite 300		
Address Line 4:	Boston, MASSACHUSETTS 02210-2028		
ATTORNEY DOCKET NUMBER:	103088-2		

CH \$215.00 77457956

NAME OF SUBMITTER:	David E. Dryer
SIGNATURE:	/DDryer/
DATE SIGNED:	01/31/2017
Total Attachments: 7 source=103088.2.Trademark.Degree.Controls.security#page1.tif source=103088.2.Trademark.Degree.Controls.security#page2.tif source=103088.2.Trademark.Degree.Controls.security#page3.tif source=103088.2.Trademark.Degree.Controls.security#page4.tif source=103088.2.Trademark.Degree.Controls.security#page5.tif source=103088.2.Trademark.Degree.Controls.security#page6.tif source=103088.2.Trademark.Degree.Controls.security#page7.tif	

PATENT AND TRADEMARK GRANT OF SECURITY INTEREST

This Patent and Trademark Grant of Security Agreement ("Agreement") is dated January 19, 2017, between Degree Controls, Inc., a New Hampshire corporation ("Grantor"), having a principal place of business at 18 Meadowbrook Drive, Milford, NH 03055, and Jagat S. Sisodia an individual having a residence address at 5 Hawthorne Village Road, Nashua, NH 03062 in his capacity as the Shareholders' Representative under that certain Stock Purchase and Redemption Agreement dated January 19, 2017 (the "Purchase Agreement") by and among Nova Instruments Corporation ("Nova"), the Debtor and the shareholders (the "Stockholders") of the Debtor (said individual, in such capacity, and his successors and/or assigns, the "Secured Party").

RECITALS

- A. Grantor owns the patents, patent applications and trademarks ("Patents") and is a party to the Patent licenses ("Patent Licenses") listed on Schedule 1 hereto;
- B. Grantor has issued its Nonnegotiable Secured Promissory Notes dated as of the date hereof and payable to the order of the Stockholders in the aggregate original principal amount of \$2,000,000.00 (collectively, the "Notes");
- C. Pursuant to the terms of a certain Security Agreement of even date herewith (the "Security Agreement") executed and delivered by Grantor to Secured Party, Grantor has granted to Secured Party a security interest in all of the tangible and intangible property of Grantor, including (i) all right, title and interest of Grantor in, to and under all Trademarks (including all goodwill associated with and/or symbolized by the Trademarks) including, but not limited to, the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to any of the Trademarks or the registrations thereof or such associated goodwill, and (ii) Patents, Patent Applications, all of Grantor's Patent Licenses, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof for the full term of the Patents, to secure the full payment and performance of all debts, obligations and liabilities of the Grantor to the Secured Party (the "Obligations");

NOW, THEREFORE, in consideration of the premises contained herein, Grantor agrees with Secured Party as follows:

1. To secure the complete and timely satisfaction of all Obligations, Grantor hereby grants to Secured Party a continuing security interest in and lien on all of Grantor's entire right, title and interest in and to all Trademarks and related goodwill, Patents and Patent Licenses listed on Schedule 1 hereto and the proceeds thereof (such as, by way of example, license royalties and proceeds of infringements, all rights corresponding thereto throughout the world and all reissues, renewals and extensions thereof) (individually and collectively, the "IP Collateral"). Secured Party is authorized to file this Agreement with the United States Patent and Trademark Office or any other governmental agency it deems necessary or desirable in order to secure and perfect its rights under this Agreement or the Secured Agreement.

2. Grantor represents, warrants and covenants that:

a) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to all of the IP Collateral, free and clear of any liens, charges and encumbrances (other than Permitted Liens (as defined in the Security Agreement)), including without limitation, pledges, assignments, licenses (other than licenses granted in the ordinary course of Grantor's business in connection with the sale or distribution of Grantor's products), shop rights and covenants by Grantor not to sue third persons; and

b) Grantor has the right to enter into this Agreement and perform its terms.

3. [Reserved].

4. If any Event of Default (as defined in the Security Agreement) shall have occurred and be continuing, Secured Party shall have, in addition to all other rights and remedies given it by this Agreement, the Note, or the Security Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which either the IP Collateral may be located or is otherwise applicable and, without limiting the generality of the foregoing, Secured Party may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Grantor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, the whole or from time to time any part of the IP Collateral, or any interest which the Grantor may have therein, and after deducting from the proceeds of sale or other disposition of the IP Collateral all reasonable documented out-of-pocket expenses (including reasonable documented out-of-pocket expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations then due. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to Grantor. Notice of any sale or other disposition of the IP Collateral shall be given to Grantor at least ten (10) days before the time of any intended public or private sale or other disposition of the IP Collateral is to be made, which Grantor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition Secured Party or its Transferee (defined in Section 12 below) may, to the extent permissible under applicable law, purchase the whole or any part of the IP Collateral sold.

5. Grantor hereby authorizes and empowers Secured Party to make, constitute and appoint any officer or agent of Secured Party, as Secured Party may select in its exclusive discretion, as Grantor's true and lawful attorney-in-fact, with the power, solely during the existence of an Event of Default (as defined in the Security Agreement), to endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Secured Party to use the IP Collateral, or to grant or issue any exclusive or nonexclusive license under the IP Collateral to any third person, or necessary or desirable for Secured Party to assign, pledge, convey or otherwise transfer title in or dispose of the IP Collateral to any third person as a part of Secured Party's realization on such collateral upon acceleration of the Obligations following an Event of Default (as defined in the Security Agreement). This power of attorney being coupled with an interest shall be irrevocable for the life of this Agreement.

6. If Grantor fails to timely comply with any of its obligations hereunder, Secured Party may, following prior written notice to Grantor, do so in Grantor's name or in Secured Party's name, but at Grantor's expense, and Grantor hereby agrees to reimburse Secured Party in full for all reasonable documented out-of-pocket expenses, including reasonable documented out-of-

pocket attorneys' fees, incurred by Secured Party in protecting, defending and maintaining the IP Collateral.

7. [Reserved].

8. Grantor shall have the duty to prosecute diligently any Patents material to the Grantor's business until the Obligations (other than inchoate indemnity obligations) shall have been paid in full, and to preserve and maintain all rights in the Patents and IP Collateral material to the Grantor's business, including without limitation, the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by Grantor. The Grantor shall not abandon any Patent or IP Collateral material to the business of Grantor without the consent of Secured Party.

9. No course of dealing between Grantor and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder or under the Note or the Security Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

10. All of Secured Party's rights and remedies with respect to the IP Collateral, whether established hereby, the Notes, the Security Agreement, any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

11. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such provision shall be ineffective only to the extent and duration of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

12. Neither Secured Party nor Grantor may sell, assign or transfer its rights and obligations hereunder without the prior written consent of the other party.

13. This Agreement is subject to modification only by a writing signed by both parties, except as provided in paragraph 5.

14. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the Commonwealth of Massachusetts, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction. To the extent the provisions of the Uniform Commercial Code govern any aspect of this Agreement, the Uniform Commercial Code as the same is, from time to time, in effect in The Commonwealth of Massachusetts shall govern; provided, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of, or remedies with respect to, the security interest granted on the IP Collateral is required to be governed by the Uniform Commercial Code as the same is, from time to time, in effect in a jurisdiction other than The Commonwealth of Massachusetts, then such jurisdiction's Uniform Commercial Code, as in effect, from time to time, shall govern only to the extent required by applicable law.

15. All judicial proceedings arising in or under or related to this Agreement may be brought in any state or federal court of competent jurisdiction located in the State of Massachusetts. By execution and delivery of this Agreement, each party hereto generally and

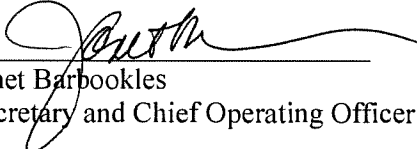
WITNESS the execution hereof as of the day and year first above written.

WITNESS:



Print Name: Michael Larkin

DEGREE CONTROLS, INC. a
New Hampshire corporation

By: 

Name: Janet Barbookles
Title: Secretary and Chief Operating Officer

[Signature Page to Patent Grant of Security Interest]

TRADEMARK
REEL: 005977 FRAME: 0943

unconditionally: (a) consents to personal jurisdiction in the Commonwealth of Massachusetts; (b) waives any objection as to jurisdiction or venue in the Commonwealth of Massachusetts; (c) agrees not to assert any defense based on lack of jurisdiction or venue in the aforesaid courts; and (d) irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement.

WITNESS the execution hereof as of the day and year first above written.

WITNESS:

DEGREE CONTROLS, INC. a
New Hampshire corporation

Print Name: _____

By: _____
Name: Janet Barbookles
Title: Secretary and Chief Operating Officer




SCHEDULE 1 TO PATENT AND TRADEMARK GRANT OF SECURITY INTEREST

A. PATENTS AND PATENT APPLICATIONS:

TITLE	SERIAL NO.	FILING DATE	PATENT NO.	ISSUE DATE
AIRFLOW SENSOR FOR FILTER BLOCKAGE DETECTION	11/458,630	July 19, 2006	7,726,186	June 1, 2010
PULSED THERMISTOR SENSOR	10/974,494	October 27, 2004	7,201,049	April 10, 2007
UNIFORM HEAT DISSIPATING AND COOLING HEAT SINK	10/301,286	November 21, 2002	6,942,025	September 13, 2005
GAS VELOCITY AND TEMPERATURE SENSOR SYSTEM	10/157,266	May 29, 2002	6,829,930	December 14, 2004
AIR FLOW SENSOR USING MEASUREMENT OF RATE OF HEAT LOSS	09/418,791	October 15, 1999	6,763,711	July 20, 2004
THERMAL MANAGEMENT SYSTEM	09/438,733	November 11, 1999	6,319,114	November 20, 2001
INTELLIGENT INTERNAL FAN CONTROLLER	09/290,238	April 13, 1999	6,318,965	November 20, 2001
INTELLIGENT NETWORKED FAN ASSISTED TILES FOR ADAPTIVE THERMAL MANAGEMENT OF THERMALLY SENSITIVE ROOMS	10/660,943	September 12, 2003	6,881,142	April 19, 2005

B. PATENT LICENSES: None.

C. TRADEMARKS

Trademark	Application No.	Filing Date	Registration No.	Registration Date
ADAPTIVCOOL & Design 	77457956	April 25, 2008	3740672	January 19, 2010
HOTSPOTR	77179758	May 14, 2007	3568207	January 27, 2009
DEGREE °C ADAPTIVCOOL & Design 	77124018	March 7, 2007	3468833	July 15, 2008
THERMAL PEACE OF MIND	77452221	April 18, 2008 Not renewed	3764011	March 23, 2010
PRONTOFLOW	76598973	June 22, 2004	3012687	November 8, 2005
DEGREE °C & Design 	76012304	March 29, 2000	2514412	December 4, 2001
CAMBRIDGE ACCUSENSE	76578016	February 25, 2004	2941370	April 19, 2005
ACCUTRAC	74714697	August 14, 1995	2162369	June 2, 1998

TRADEMARK

REEL: 005977 FRAME: 0946

RECORDED: 01/31/2017