

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM442954

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MicroSense, LLC		09/12/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Berkshire Bank		
Street Address:	One Van de Graaff Drive, Suite 202		
City:	Burlington		
State/Country:	MASSACHUSETTS		
Postal Code:	01803		
Entity Type:	Banking Corporation: MASSACHUSETTS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0982523	MICROSENSE	
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>			
Phone:	617-973-6100		
Email:	trademarks@pbl.com		
Correspondent Name:	Alan L. Chow		
Address Line 1:	800 Boylston Street		
Address Line 2:	Posternak Blankstein & Lund LLP		
Address Line 4:	Boston, MASSACHUSETTS 02199		
NAME OF SUBMITTER:	Alan L. Chow		
SIGNATURE:	/Alan L Chow/		
DATE SIGNED:	09/13/2017		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) dated as of September 12, 2017, is by and between those entities listed on Schedule 1 attached to this Agreement (jointly and severally, the “Debtor”) and Berkshire Bank, a Massachusetts banking corporation having an address of One Van de Graaff Drive, Suite 202, Burlington, MA 01803 (the “Secured Party”).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor agrees with the Secured Party as follows:

1. Grant of Security. The Debtor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title and interest of such Debtor in the following, wherever located, and whether now existing or hereafter arising or acquired from time to time, and all products and proceeds therefrom (the “Collateral”).
 - (a) All of the Debtor’s right, title and interest in and to all patents, patent applications and like protections, whether registered or unregistered, including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including the patents and patent applications set forth on Schedule 2 attached hereto and incorporated by reference, and all foreign counterparts, together with the goodwill of the business symbolized by the foregoing and all rights to any causes of action for and claims for damages by reason of infringement of any of such patents, patent applications and like protections, past, present and future, wherever located and whether arising prior to or after the date hereof, and any and all other rights arising out of or otherwise relating thereto and all proceeds thereof, such as, by way of example and not by limitation, license royalties and proceeds of infringement suits.
 - (b) All of the Debtor’s right, title and interest in and to all trademark and service mark rights and like protections, whether registered or unregistered, including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including the trademark and service mark applications set forth on Schedule 3 attached hereto and incorporated by reference, and all foreign counterparts, together with the goodwill of the business symbolized by the foregoing and all rights to any causes of action for and claims for damages by reason of infringement of any of such trademark and service mark applications and like protections, past, present and future, wherever located and whether arising prior to or after the date hereof, and any and all other rights arising out of or otherwise relating thereto and all proceeds thereof, such as, by way of example and not by limitation, license royalties and proceeds of infringement suits.
2. Recordation. The Debtor authorizes the Commissioner for Patents and Trademarks and any other government officials to record and register this Agreement upon request by the Secured Party.
3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with (a) that certain Revolving Demand Line of Credit Agreement of even date herewith between the Debtor and the Secured Party, as may be amended, restated and/or substituted (the “Credit Agreement”), and (b) that certain Security Agreement of even date herewith between the Debtor and the Secured Party as may be amended, restated and/or substituted (the “Security Agreement”), both of which are hereby incorporated by reference. The provisions of the Credit Agreement and/or Security Agreement (as applicable) shall supersede and control over any conflicting or inconsistent provision herein to the extent of such conflict or inconsistency. The rights and remedies of the Secured Party with respect to the Collateral are as provided by the Credit Agreement, the Security Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Successors and Assigns; Governing Law. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement shall be construed under the laws of the Commonwealth of Massachusetts, without regard to its conflict of laws provisions.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written under seal

J. Thomas McNeill
Witness
Name: J. THOMAS MCNEILL

J. Thomas McNeill
Witness
Name: J. THOMAS MCNEILL

J. Thomas McNeill
Witness
Name: J. THOMAS MCNEILL

Thomas McNeill
Witness
Name: Thomas McNeill

BORROWER

MICROSENSE BUILDINGS, LLC

By: James A. Pelusi
Name: JAMES A. PELUSI
Title: Manager, President, Treasurer and Secretary

MICROSENSE, LLC

By: James A. Pelusi
Name: James A. Pelusi
Title: Manager, President, Treasurer and Secretary

ADE TECHNOLOGIES, INC.

By: James A. Pelusi
Name: James A. Pelusi
Title: President, Treasurer and Secretary

LENDER

BERKSHIRE BANK

By: Christopher P. DeFronzo
Name: Christopher P. DeFronzo
Title: Vice President

SCHEDULE 1

DEBTOR LIST

NAME	JURISDICTION OF ORGANIZATION	PRINCIPAL PLACE OF BUSINESS
MicroSense Holdings, LLC	Delaware	205 Industrial Avenue East Lowell, MA 01852
MicroSense, LLC	Delaware	205 Industrial Avenue East Lowell, MA 01852
ADE Technologies, Inc.	Massachusetts	205 Industrial Avenue East Lowell, MA 01852

SCHEDULE 2
LIST OF PATENTS

N/A

SCHEDULE 3

LIST OF TRADEMARKS

<u>Owner</u>	<u>Country</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
MicroSense, LLC	US	MicroSense	0982523	April 23, 1974