

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM452974

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of First Lien Security Interest in Trademarks recorded at Reel 5144/Frame 0225

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
UBS AG, Stamford Branch		12/01/2017	Corporation: SWITZERLAND

RECEIVING PARTY DATA

Name:	Excelitas Technologies Corp.
Street Address:	200 West Street
City:	Waltham
State/Country:	MASSACHUSETTS
Postal Code:	02451
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3309016	ACULED
Registration Number:	1267034	CERMAX
Registration Number:	3295468	DIGIPYRO
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
Serial Number:	86013126	CURX
Serial Number:	85226622	EXCELITAS
Serial Number:	85236364	EXCELITAS TECHNOLOGIES
Serial Number:	85700142	LYNX
Serial Number:	86070626	X.

CORRESPONDENCE DATA

Fax Number: 9494754754

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.

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Phone: 949-451-3800
Email: skann@gibsondunn.com
Correspondent Name: Stephanie Kann
Address Line 1: 3161 Michelson Drive
Address Line 2: Gibson, Dunn & Crutcher LLP
Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER: 93318-00124

NAME OF SUBMITTER: Stephanie Kann

SIGNATURE: /stephanie kann/

DATE SIGNED: 12/01/2017

Total Attachments: 4

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RELEASE OF FIRST LIEN SECURITY INTEREST IN TRADEMARKS

This Release of First Lien Security Interest in Trademarks (this “Release”) is made as of December 1, 2017, by UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”) in favor of EXCELITAS TECHNOLOGIES CORP., a Delaware corporation (the “Grantor”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, the Grantor and the Collateral Agent are parties to that certain (i) First Lien Security Agreement, dated as of October 31, 2013 (as amended, amended and restated, supplemented or otherwise modified through the date hereof, the “Security Agreement”); and (ii) First Lien Trademark Security Agreement, dated as of October 31, 2013 (as amended, restated or otherwise modified through the date hereof, the “Trademark Security Agreement”), pursuant to which the Grantor has pledged and granted to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in all of the right, title and interest of the Grantor in, to and under the following property, wherever located and whether then owned or thereafter acquired (the “Pledged Collateral”):

- (a) Trademarks of the Grantor listed on Schedule I attached hereto. “Trademarks” shall mean, collectively, with respect to the Grantor, all trademarks (including service marks), logos, certification marks, trade dress, domain names, corporate names and trade names, whether registered or unregistered, owned by or assigned to the Grantor and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), together with any and all (i) rights and privileges arising under applicable law with respect to the Grantor’s use of any trademarks, (ii) reissues, continuations, extensions and renewals thereof and amendments thereto, (iii) rights corresponding thereto throughout the world and (iv) rights to sue for past, present and future infringements thereof;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on November 3, 2013 at Reel 5144 and Frame 0225; and

WHEREAS, the Grantor has paid in full the Secured Obligations and has requested that the Collateral Agent release, and the Collateral Agent is willing to release its lien on and security interest in, and any other right, title, and interest it may have in, to and under the Pledged Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. The Collateral Agent does hereby terminate, release and discharge the entirety of any and all collateral pledges, grants, assignments, liens or security interests that it may have in, and all claims to, the Pledged Collateral (including the Trademarks set forth on Schedule I hereto) and any other right, title or interest of the Collateral Agent in, to or under such Pledged Collateral shall hereby terminate, cease and become void. The Collateral Agent hereby assigns, transfers and conveys to the Grantor any and all right, title or interest of the Collateral Agent in the Pledged Collateral, including the Trademarks set forth on Schedule I hereto.

2. This Release may be executed in any number of counterparts (including electronic transmission and facsimile counterparts), each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

3. The Collateral Agent hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively evidence, record and carry out the purposes of this Release, all at the expense of the Grantor. The Collateral Agent authorizes the Grantor (or its designees) to file such documentation as is necessary to effect the releases of the Pledged Collateral and requests that the United States Patent and Trademark Office and any applicable government officer note and record the release hereby given and any other filings necessary to evidence the release and termination of the Collateral Agent's rights under the Trademark Security Agreement and the Security Agreement, with respect to the Pledged Collateral.


4. This Release and the transactions contemplated hereby, and all disputes between the parties under or relating to this Release 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.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Release to be executed and delivered as of the date first written above.

UBS AG, STAMFORD BRANCH, as Collateral Agent

By: 
Name: Housseem Daly
Title: Associate Director

By: 
Name: Darlene Arias
Title: Director

[SIGNATURE PAGE TO RELEASE OF FIRST LIEN SECURITY INTEREST IN TRADEMARKS]

TRADEMARK
REEL: 006218 FRAME: 0828

SCHEDULE I

Trademark Registrations:

Trademark	Jurisdiction	Reg. No. (App. No.)	Reg. Date (App. Date)	Owner
ACULED	United States	3309016	10/9/2007	Excelitas Technologies Corp.
CERMAX	United States	1267034	2/14/1984	Excelitas Technologies Corp.
DIGIPYRO	United States	3295468	9/18/2007	Excelitas Technologies Corp.
EXCELITAS TECHNOLOGIES	United States	4195259	8/21/2012	Excelitas Technologies Corp.
OMNIBLOCK	United States	2806940	20-Jan-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	23-Jun-1998	Excelitas Technologies Corp.
VIGI-Lux	United States	3481198	8/5/2008	Excelitas Technologies Corp.

Trademark Applications:

Trademark	Jurisdiction	Reg. No. (App. No.)	Reg. Date (App. Date)	Owner
CURX	United States	(86013126)	(17-Jul-2013)	Excelitas Technologies Corp.
EXCELITAS	United States	(85226622)	(26-Jan-2011)	Excelitas Technologies Corp.
EXCELITAS TECHNOLOGIES	United States	(85236364)	(08-Feb-2011)	Excelitas Technologies Corp.
LYNX	United States	(85700142)	(09-Aug-2012)	Excelitas Technologies Corp.
X.	United States	(86070626)	(20-Sep-2013)	Excelitas Technologies Corp.