TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM479337

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Trademark Security Interest under Reel/Frame 5386/0458

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ares Capital Corporation		06/25/2018	Corporation: MARYLAND

RECEIVING PARTY DATA

Name:	Zemax LLC
Street Address:	10230 NE Points Drive
City:	Kirkland
State/Country:	WASHINGTON
Postal Code:	98033
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2234176	ZEMAX

CORRESPONDENCE DATA

Fax Number: 2129692900

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: 212-969-3000
Email: ypan@proskauer.com
Correspondent Name: Trevor Dodge
Address Line 1: Proskauer Rose LLP
Address Line 2: Eleven Times Square
Address Line 4: New York, NEW YORK 10036-8299

CH $40.00 2234176

ATTORNEY DOCKET NUMBER:	11668-317
NAME OF SUBMITTER:	Trevor Dodge
SIGNATURE:	/Trevor Dodge/
DATE SIGNED:	06/25/2018

Total Attachments: 5
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RELEASE OF TRADEMARK SECURITY INTEREST

This **RELEASE OF TRADEMARK SECURITY INTEREST** (this "**Release**") is made effective as of June 25, 2018, by Ares Capital Corporation, a Maryland corporation, as administrative agent (in such capacity, the "**Agent**") in favor of Zemax, LLC, a Delaware limited liability company ("**Grantor**").

WHEREAS, reference is made to certain (i) Credit Agreement, dated October 23, 2014 (as the same may be amended, modified, extended, supplemented or restated from time to time) (the "**Credit Agreement**") among Grantor, Zemax Software Holdings, LLC, a Delaware limited liability company, and other subsidiaries, Lenders reference therein, and the Agent; (ii) Security Agreement, dated October 23, 2014 (as the same may be amended, modified, extended, supplemented or restated from time to time) (the "**Security Agreement**") among Grantor, Zemax Software Holdings, LLC, and the Agent; and (iii) Trademark Security Agreement, dated October 23, 2014 (the "**Notice of Security Interest**"), between Grantor and Agent, pursuant to which Grantor granted to the Agent a security interest in and to certain trademarks of Grantor;

WHEREAS, the Notice of Security Interest was recorded in the United States Patent and Trademark Office on October 23, 2014 at Reel 5386 and Frame 0458;

WHEREAS, in accordance with the provisions of the Security Agreement, the Agent now desires to release its security interest in and to all Trademark Collateral referred to in the Notice of Security Interest, including without limitation, the registered trademarks and/or applications listed on Schedule I attached hereto (the "**Trademarks**").

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

SECTION 1. Defined Terms. Each capitalized term used but not defined in this Release has the meaning given or ascribed to it in the Credit Agreement.

SECTION 2. Release of Grant of Security. The Agent hereby (i) terminates the Notice of Security Interest, and (ii) terminates, releases and discharges its security interest in, and reassigns to Grantor all right, title and interest to, all Trademark Collateral, including without limitation:

(a) All of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I;

(b) All renewals or extensions of the foregoing;

(c) All goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) All products and proceeds (as that term is defined in the UCC) of the foregoing, including any (i) claim by the Grantor against third parties for past, present or future infringement, dilution or other violation of any Trademark or any

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Trademark License, including right to receive any damages and to sue in the name of the Grantor, (ii) injury to the goodwill associated with any Trademark of the Grantor, or (iii) right by the Grantor to receive license fees, royalties, and other compensation under any past, present or future Trademark License.

SECTION 3. Recordation. The Agent hereby authorizes Grantor or any of its authorized representatives to file this Release with the United States Patent and Trademark Office or any other applicable governmental office. The Agent hereby further authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Release.

SECTION 4. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. Counterparts. This Release may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[Signature Page Follows]

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IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized officer.

Ares Capital Corporation
as Administrative Agent,

By: _____

Name: Ian Fitzgerald
Title: Authorized Signatory

[Signature Page - Trademark Release]

Acknowledged and Accepted by

Zemax, LLC

By: _____

Name: Mark Nicholson
Title: Chief Executive Officer and President

SCHEDULE I
to
RELEASE OF TRADEMARK SECURITY INTEREST

Trademark Registrations/ Applications

Trademark	Application Number (Application Date)	Registration Number (Registration Date)	Owner
ZEMAX	75445761 (March 6, 1998)	2234176 (March 23, 1999)	Zemax, LLC

Foreign Registered Trademarks and Trademark Application Marks

Trademark	Application Number (Application Date)	Registration Number (Registration Date)	Owner
ZEMAX	10239484 (November 28, 2011)	10239484 (January 28, 2013)	Zemax, LLC
ZEMAX AND DESIGN	10239484 (March 6, 1998)	10239485 (January 28, 2013)	Zemax, LLC

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