

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM748134

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Excelitas Canada Inc.		08/12/2022	Corporation: CANADA

## RECEIVING PARTY DATA

<b>Name:</b>	Golub Capital Markets LLC, as Collateral Agent
<b>Street Address:</b>	100 South Wacker Drive
<b>Internal Address:</b>	18th Floor
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	75651071	ACTICURE
Serial Number:	75804893	INTELLI-LAMP
Serial Number:	86873516	LASERLED HYBRID DRIVE
Serial Number:	85204971	LD
Serial Number:	85204943	LUMEN DYNAMICS
Serial Number:	76516549	OMNICURE
Serial Number:	75843777	X-CITE
Serial Number:	86866277	X-CITE TURBO
Serial Number:	85295160	X-CITE XLED
Serial Number:	87884570	XYLIS

## CORRESPONDENCE DATA

Fax Number: 2127514864

*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: 2129061209

Email: JESSICA.BAJADA-SILVA@LW.COM

Correspondent Name: LATHAM &amp; WATKINS LLP, C/O JESSICA BAJADA

Address Line 1: 1271 Avenue of the Americas

Address Line 4: New York, NEW YORK 10020

TRADEMARK

<b>ATTORNEY DOCKET NUMBER:</b>	053644-0329
<b>NAME OF SUBMITTER:</b>	Jessica Bajada-Silva
<b>SIGNATURE:</b>	/s/ Jessica Bajada-Silva
<b>DATE SIGNED:</b>	08/12/2022

**Total Attachments: 15**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this “*IP Security Agreement*”) dated as of August 12, 2022, is among the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) and Golub Capital Markets LLC, as collateral agent (the “*Collateral Agent*”) for the ratable benefit of the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Excelitas Technologies Corp., a Delaware corporation (the “*Borrower*”), has entered into a Credit Agreement, dated as of August 12, 2022 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), with EXC Holdings II Corp., a Delaware corporation, each Lender from time to time party thereto, and Golub Capital Markets LLC, as Administrative Agent and as Collateral Agent. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition subsequent to the making of the Loans and the making of L/C Credit Extensions by the Lenders and the L/C Issuers under the Credit Agreement, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain Canadian Security Agreement dated as of August 12, 2022 among the Grantors from time to time party thereto and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the “*Canadian Security Agreement*”).

WHEREAS, under the terms of the Canadian Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the Canadian Intellectual Property Office, the U.S. Patent and Trademark Office, the United States Copyright Office and/or any other appropriate governmental authorities, as applicable.

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

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (the “*Collateral*”):

- (i) all patents, patent applications and utility models, all inventions and designs claimed therein and the right to claim any inventions or designs disclosed but unclaimed therein, including, without limitation, the patents and patent applications set forth in Schedule A hereto;
- (ii) all trademarks, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered, together, in each case, with the goodwill of the business connected with the use thereof and symbolized thereby, including, without limitation, the trademark and service mark registrations and applications set forth in Schedule B hereto;
- (iii) all copyrights, including, without limitation, copyrights in Computer Software, internet web sites and the content thereof, whether registered or unregistered, including, without limitation, the copyright registrations set forth in Schedule C hereto;
- (iv) all industrial designs and intangibles of like nature (whether registered or unregistered), now owned or existing or hereafter adopted or acquired, all registrations and

recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the Canadian Intellectual Property Office, and (b) all reissues, extensions or renewals thereof set forth in Schedule D hereto;

(v) all registrations and applications for registration or issuance of any of the foregoing;

(vi) all agreements, permits, consents, orders and franchises relating to the license, development, use or disclosure of any of the foregoing to which such Grantor, now or hereafter, is a party or a beneficiary, including, without limitation, the agreements granting any exclusive right to the Grantor in or to any registered copyright set forth in Schedule E hereto;

(vii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(viii) any and all claims for damages, other payments and/or injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages, payments or other relief; and

(ix) any and all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and/or payable with respect to, and supporting obligations relating to, any and all of the foregoing, and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing;

provided that, notwithstanding anything to the contrary contained in the foregoing clauses (i) through (ix), the security interest created hereby shall not extend to, and the term "Collateral" shall not include any United States intent-to-use Trademark application prior to the filing and acceptance of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application or any registrations that issues therefrom under applicable U.S. federal law, or any other Excluded Assets.

**SECTION 2. Security for Obligations.** The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment and performance of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents (as such Loan Documents may be amended, amended and restated, supplemented, replaced, refinanced, re-tranched, extended, increased or otherwise modified from time to time (including any extensions of maturity dates and increases of the principal amount outstanding thereunder)) or otherwise, including, without limitation, any extensions, increases, modifications, substitutions, amendments, refinancings, refundings, replacements or renewals of any or all of the foregoing Secured Obligations (whether or not such action is committed, contemplated or provided for by the Loan Documents on the date hereof), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, fees, premiums, penalties, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer, as applicable, record this IP Security Agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Canadian Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Canadian Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. To the extent that any provision of this IP Security Agreement is deemed to conflict with the Canadian Security Agreement, the provisions of the Canadian Security Agreement shall prevail, govern and control.

SECTION 5. Execution in Counterparts. This IP Security Agreement may be executed and delivered in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this IP Security Agreement by email, telecopier or other electronic method shall be effective as delivery of an original executed counterpart of this IP Security Agreement.

SECTION 6. Notices, Etc. All notices and other communications provided for hereunder shall be in writing (including email, facsimile or other electronic transmission) and mailed, emailed, faxed or electronically delivered, if to any Grantor, addressed to it in care of the Borrower at the Borrower's address specified in Section 10.02 of the Credit Agreement, or if to the Collateral Agent, to its address specified in Section 10.02 of the Credit Agreement. All such notices and other communications shall be deemed to be given or made at such time as shall be set forth in Section 10.02 of the Credit Agreement. Delivery by email, telecopier or other electronic transmission of an executed counterpart of any amendment or waiver of any provision of this IP Security Agreement or Schedule hereto shall be effective as delivery of an original executed counterpart thereof.


SECTION 7. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Grantor:

**EXCELITAS CANADA INC,**

By:  \_\_\_\_\_  
Name: James V. Rao  
Title: Vice President, Chief Financial Officer  
and Treasurer

[Signature Page to Canadian IP Security Agreement]

**TRADEMARK**  
**REEL: 007821 FRAME: 0401**

GOLUB CAPITAL MARKETS LLC, as Collateral  
Agent

By:   
Name: Marc C. Robinson  
Title: Senior Managing Director

[Signature Page to Canadian IP Security Agreement]

**TRADEMARK**  
**REEL: 007821 FRAME: 0402**

## SCHEDULE A

### Canada - Patents, Patent Applications and Patent Licenses

<u>Title</u>	<u>Owner</u>	<u>Patent Number</u>	<u>Status</u>
BONDED WAFER AVALANCHE PHOTODIODE AND METHOD FOR MANUFACTURING SAME	Excelitas Canada Inc.	2643938	GRANTED
DOUBLE QUENCH CIRCUIT FOR AN AVALANCHE CURRENT DEVICE	Excelitas Canada Inc.	2681765	GRANTED

### United States - Patents, Patent Applications and Patent Licenses

<u>Title</u>	<u>Owner</u>	<u>Application Number</u>	<u>Patent Number</u>	<u>Status</u>
COLOR TEMPERATURE TUNABLE LED-BASED LAMP MODULE	Excelitas Canada Inc.	13/886,703	9222628	ISSUED
Device and Method for a Detonator with Improved Flyer Layer Adhesion	Excelitas Canada Inc.	15/098,884	9791248	ISSUED
Differential Optical Receiver for Avalanche Photodiode and SiPM	Excelitas Canada Inc.	13/850,496	9064981	ISSUED
Diffusing Collection Lens for Direct Coupled High Power Microscopy Illumination Systems	Excelitas Canada, Inc.	14/477,994	9250431	ISSUED
DISPENSING AND ULTRAVIOLET (UV) CURING WITH LOW BACKSCATTER	Excelitas Canada, Inc.	14/657,259	10730072	ISSUED
Dome Light	Excelitas Canada, Inc.	29/775,878		PENDING
Dome Light	Excelitas Canada, Inc.	35/508,467	D925812	ISSUED
DOUBLE QUENCH CIRCUIT FOR AN AVALANCHE CURRENT DEVICE	Excelitas Canada Inc.	11/726,847	7897906	ISSUED
Dual-Emitter Optic Block and Chamber for Smoke Detector	Excelitas Canada, Inc.	17/582,056		PENDING
FIBER OPTIC COUPLER	Excelitas Canada Inc.	12/705,392	8616785	ISSUED
FIBER OPTIC FERRULE COUPLING SYSTEM	Excelitas Canada Inc.	15/192,184	9791636	ISSUED



High Brightness Solid State Illumination System for Fluorescence Imaging and Analysis	Excelitas Canada, Inc.	13/897,237	9239133	ISSUED
High Brightness Solid State Illumination System for Fluorescence Imaging and Analysis	Excelitas Canada, Inc.	14/862,492	9952442	ISSUED
High Brightness Solid State Illumination System for Fluorescence Imaging and Analysis	Excelitas Canada, Inc.	15/924,943	10788678	ISSUED
HIGH POWER MICROSCOPY ILLUMINATION SYSTEM WITH LIQUID COOLED SOLID STATE LIGHT SOURCE (SSLS) UNIT	Excelitas Canada, Inc.	14/901,474	10082658	ISSUED
Illumination Device with Integrated Thermal Imaging Sensor	Excelitas Canada Inc.	14/296,564	10057508	ISSUED
Integrating Cone for an Illumination Device	Excelitas Canada, Inc.	14/691,987	9581314	ISSUED
Integrating Cone for an Illumination Device	Excelitas Canada, Inc.	15/440,071	9904045	ISSUED
LED BASED HIGH-INTENSITY LIGHT WITH SECONDARY DIFFUSER	Excelitas Canada Inc.	13/053,649	8651695	ISSUED
LED ILLUMINATION DEVICE	Excelitas Canada Inc.	12/705,411	8408772	ISSUED
LIGHT GUIDE FOR COUPLING DIFFERENTLY SHAPED LIGHT SOURCE AND RECEIVER	Excelitas Canada Inc.	13/045,111	8616751	ISSUED
LIGHT SOURCE UNIT FOR USE WITH A LIGHT GUIDE AND LAMP MOUNTING ARRANGEMENT	Excelitas Canada, Inc.	10/686,601	7130507	ISSUED
Light Source, Pulse Controller and Method for Programmable Pulse Generation and Synchronization of Light Emitting Devices	Excelitas Canada, Inc.	14/117,311	9013116	ISSUED
LIGHTGUIDES	Excelitas Canada, Inc.	10/766,831	7016566	ISSUED

Low Inductance Laser Driver Packaging Using Lead-Frame and Thin Dielectric Layer Mask Pad Definition	Excelitas Canada Inc.	16/666,714		PENDING
LUMINAIRE WITH INDEPENDENTLY-CONTROLLABLE FOCUS-TUNABLE LENSES	Excelitas Canada Inc.	15/584,318	10544921	ISSUED
MAINTAINING STABLE OPTICAL OUTPUT OF SOLID STATE ILLUMINATION SYSTEM	Excelitas Canada, Inc.	16/964,020	11307241	ISSUED
METHOD OF CALIBRATING LIGHT DELIVERY SYSTEMS, LIGHT DELIVERY SYSTEMS AND RADIOMETER FOR USE THEREWITH	Excelitas Canada, Inc.	11/312,462	7335901	ISSUED
METHOD OF CALIBRATING LIGHT DELIVERY SYSTEMS, LIGHT DELIVERY SYSTEMS AND RADIOMETER FOR USE THEREWITH	Excelitas Canada, Inc.	12/071,682	7835057	ISSUED
MODULAR HIGH DENSITY LED ARRAY LIGHT SOURCES	Excelitas Canada, Inc.	13/576,837	8581269	ISSUED
Multiple source endoscopy illumination system with adjustable angular distribution and Wide Field of View	Excelitas Canada, Inc.	17/507,100		PENDING
Non-Uniform Lens Array for Illumination Profile Modification	Excelitas Canada, Inc.	14/448,193	9625119	ISSUED
OPTIC FIBER LED LIGHT SOURCE	Excelitas Canada, Inc.	10/930,283	7217022	ISSUED
Optical Receiver with Fast Recovery Time	Excelitas Canada Inc.	13/850,624	9246023	ISSUED
OPTOELECTRONIC DEVICES WITH LAMINATE LEADLESS CARRIER PACKAGING IN SIDE-LOOKER OR TOP-LOOKER DEVICE ORIENTATION	Excelitas Canada Inc.	12/572,074	8431951	ISSUED

OPTOELECTRONIC DEVICES WITH LAMINATE LEADLESS CARRIER PACKAGING IN SIDE-LOOKER OR TOP-LOOKER DEVICE ORIENTATION	Excelitas Canada Inc.	13/411,275	8791492	ISSUED
OPTOELECTRONIC DEVICES WITH LAMINATE LEADLESS CARRIER PACKAGING IN SIDE-LOOKER OR TOP-LOOKER DEVICE ORIENTATION	Excelitas Canada Inc.	13/938,629	9018074	ISSUED
PHOTON COUNTING UV-APD	Excelitas Canada Inc.	13/179,378	8368159	ISSUED
Quad Flat No-leads Package for Side Emitting Laser Diode	Excelitas Canada Inc.	16/666,792	11264778	ISSUED
RADIATION POWER DEMULTIPLEXER	Excelitas Canada, Inc.	10/147,812	6707964	ISSUED
Reduced Thickness and Reduced Footprint Semiconductor Packaging	Excelitas Canada Inc.	14/220,167	9117721	ISSUED
Sealed Laser Diode Heat Sink Module	Excelitas Canada Inc.	15/711,350	10003171	ISSUED
Semiconductor Side Emitting Laser Leadframe Package and Method of Producing Same	Excelitas Canada Inc.	16/882,858		PENDING
STAGGERED LED BASED HIGH-INTENSITY LIGHT	Excelitas Canada, Inc.	12/370,793	8033683	ISSUED
STAGGERED LED BASED HIGH-INTENSITY LIGHT	Excelitas Canada, Inc.	12/771,505	8096677	ISSUED
System and Method for Manufacturing a System for Filtering and Disinfecting Drinking Water	Excelitas Canada, Inc.	17/607,225		PENDING
SYSTEM, METHOD AND PORTABLE CONTROLLER FOR PROGRAMMING AND CALIBRATION OF A PLURALITY OF LIGHT SOURCE UNITS FOR PHOTO-REACTIVE	Excelitas Canada, Inc.	13/146,728	8593083	ISSUED
System, Method, and Adjustable Lamp Head Assembly, for Ultra-Fast UV Curing	Excelitas Canada, Inc.	15/676,254	10267563	ISSUED

TAILORED SIDE-EMITTER PERIMETER BEACON	Excelitas Canada Inc.	12/832,216	8475009	ISSUED
Visible Light Photo-Disinfection Patch	Excelitas Canada Inc.	13/895,943	10166402	ISSUED

**SCHEDULE B**

**Canada - Trademarks, Trademark Applications and Trademark Licenses**

<b><u>Trademark</u></b>	<b><u>Owner</u></b>	<b><u>Application Number</u></b>	<b><u>Registration Number</u></b>	<b><u>Status</u></b>
ACTICURE	Excelitas Canada, Inc.	1004092	TMA532334	Registered
EFOS	Excelitas Canada, Inc.	0739851	TMA440566	Registered
INTELLI-LAMP	Excelitas Canada, Inc.	1027757	TMA564499	Registered
LUMEN DYNAMICS	Excelitas Canada, Inc.	1508170	TMA835993	Registered
NOVACURE	Excelitas Canada, Inc.	0755099	TMA457786	Registered
OMNICURE	Excelitas Canada, Inc.	1159650	TMA625173	Registered
STEPICURE	Excelitas Canada, Inc.	1027755	TMA550975	Registered
X-CITE	Excelitas Canada, Inc.	1034408	TMA550973	Registered
X-CITE LIVE CELL MODE	Excelitas Canada, Inc.	1615532	TMA892559	Registered
X-CITE XLED	Excelitas Canada, Inc.	1523725	TMA854616	Registered
XYLIS	Excelitas Canada, Inc.	1894993	TMA1094913	Registered
LUMEN DYNAMICS <i>(Design Only)</i>	Excelitas Canada, Inc.	1508172	TMA835994	Registered

**United States - Trademarks, Trademark Applications and Trademark Licenses**

<b><u>Trademark</u></b>	<b><u>Owner</u></b>	<b><u>Application Date/Number</u></b>	<b><u>Registration Date/Number</u></b>	<b><u>Status</u></b>
ACTICURE	Excelitas Canada Inc.	75/651,071	2,519,057	REGISTERED
INTELLI-LAMP	Excelitas Canada, Inc.	22 Sep 1999 75/804,893	31 Aug 2004 2,878,115	REGISTERED
LaserLED Hybrid Drive	Excelitas Canada, Inc.	12 Jan 2016 86/873,516	05 Sep 2017 5,279,144	REGISTERED
LD (Design)	Excelitas Canada Inc.	85/204,971	4,095,463	REGISTERED

LUMEN DYNAMICS	Excelitas Canada, Inc.	23 Dec 2010 85/204,943	21 Feb 2012 4,101,133	REGISTERED
OMNICURE	Excelitas Canada, Inc.	21 May 2003 76/516,549	03 May 2005 2,946,533	REGISTERED
X-CITE	Excelitas Canada, Inc.	09 Nov 1999 75/843,777	08 Jul 2003 2,733,681	REGISTERED
X-CITE TURBO	Excelitas Canada, Inc.	05 Jan 2016 86/866,277	24 Jan 2017 5,127,058	REGISTERED
X-CITE XLED	Excelitas Canada, Inc.	14 Apr 2011 85/295,160	10 Jan 2012 4,085,243	REGISTERED
XYLIS	Excelitas Canada, Inc.	19 Apr 2018 87/884,570	02 Jul 2019 5,795,572	REGISTERED

**SCHEDULE C**

**Canada - Copyrights, Copyright Applications and Copyright Licenses**

None.

**United States - Copyrights, Copyright Applications and Copyright Licenses**

None.

**SCHEDULE D**

**Canada - Industrial Designs, Industrial Design Applications and Industrial Design Licenses**

<b><u>Title</u></b>	<b><u>Owner</u></b>	<b><u>Design Number</u></b>	<b><u>Status</u></b>
LED BASED HAZARDOUS AREA FLOODLIGHT	Excelitas Canada Inc.	145753	REGISTERED
DOME LIGHT	Excelitas Canada Inc.	191688	REGISTERED
DOME LIGHT	Excelitas Canada Inc.	191689	REGISTERED

**United States - Designs, Design Applications and Design Licenses**

<b><u>Title</u></b>	<b><u>Owner</u></b>	<b><u>Application Number</u></b>	<b><u>Design Number</u></b>	<b><u>Status</u></b>
LED BASED HAZARDOUS AREA FLOOD LIGHT	Excelitas Canada Inc.	29/407,031	D693,501	ISSUED
LED-BASED FIBER ILLUMINATOR	Excelitas Canada, Inc.	29/332,373	D629,947	ISSUED



**SCHEDULE E**

**Other Agreements:**

Canada – Nil

United States - Nil