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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM301661

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Trademark Reg. No. 3295468

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch		03/31/2014	Bank: SWITZERLAND

### **RECEIVING PARTY DATA**

Name:	Excelitas Technologies Corp.	
Street Address:	200 West Street	
Internal Address:	Address: Suite E403	
City:	Waltham	
State/Country:	Country: MASSACHUSETTS	
Postal Code:	Code: 02451	
Entity Type:	y Type: CORPORATION: DELAWARE	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3295468	DIGIPYRO

## **CORRESPONDENCE DATA**

**Fax Number:** 9177777373

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via

US Mail.

**Phone:** 212-735-3000

Email: andrew.patrick@skadden.com

Correspondent Name: Skadden Arps Slate Meagher & Flom LLP

Address Line 1: Four Times Square Address Line 2: Attn: Aliya Sanders

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	148100/2
NAME OF SUBMITTER:	Aliya Sanders
SIGNATURE:	/Aliya Sanders/
DATE SIGNED:	04/16/2014

# **Total Attachments: 3**

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TRADEMARK

REEL: 005261 FRAME: 0822

### RELEASE OF SECURITY INTEREST IN TRADEMARK REG. NO. 3295468

This **RELEASE OF SECURITY INTEREST IN TRADEMARK REG. NO. 3295468** (this "Release"), dated as of March 31, 2014, is made by CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, in its capacity as collateral agent pursuant to the Second Lien Credit Agreement, dated as of October 31, 2013 (in such capacity, the "Collateral Agent"), in favor of EXCELITAS TECHNOLOGIES CORP. (the "Pledgor"). Capitalized terms not otherwise defined herein shall have the meanings given to them in the Trademark Security Agreement (as defined below).

**WHEREAS**, reference is made to the certain Second Lien Security Agreement, dated as of October 31, 2013, 2013 (as modified from time to time, the "Security Agreement"), among the Pledgor, the Secured Parties, and the other parties thereto, with the Collateral Agent;

WHEREAS, in connection with the Security Agreement, Pledgor entered into that certain Second Lien Trademark Security Agreement, dated as of October 31, 2013 (the "Trademark Security Agreement"), in which the Pledgor 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 such Pledgor in, to and under the following property, among other properties, wherever located, and whether then existing or thereafter acquired from time to time (the "Pledged Collateral"):

- (a) the Trademark "DIGIPYRO," which is the subject of Reg. No. 3295468 (Reg. Date September 18, 2007), and all registrations and applications for the foregoing Trademark (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 such Pledgor's use of the Trademark, (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 Trademark; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property)

**WHEREAS**, the Trademark Security Agreement was recorded in the U.S. Patent and Trademark Office on January 17, 2014, at Reel/Frame No. 5196/0158; and

**WHEREAS**, the Collateral Agent and the Pledgor agree that the lien on and security interest in the Pledged Collateral was granted in error and they desire to release such lien and security interest.

**NOW, THEREFORE**, the Collateral Agent hereby releases, terminates and discharges, without representation, recourse or warranty, its lien upon and security interest in the Pledged Collateral and the Collateral Agent hereby reassigns any and all such right, title and interest (if any) that the Collateral Agent may have in the Pledged Collateral to the Pledgor.

TRADEMARK
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The Collateral Agent authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Release.

This Release and the rights and obligations of the parties hereunder and any claim or controversy relating hereto shall be governed by, construed and interpreted in accordance with the law of the State of New York, without regard to its conflicts of law principles.

**IN WITNESS WHEREOF**, the Collateral Agent has executed this Release as of the date first above written.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,

as Collateral Agent

By: \_\_

ame: MICHAEL SPAIGHT

By:

Name: Title: Tyl

Tyler R. Smith
Authorized Signatory

[Signature Page - Release of Security Interest in Trademark Reg. No. 3295468]

RECORDED: 04/16/2014 RE