

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM314065

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Photon Dynamics, Inc.		08/07/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	10 S. Dearborn, 7th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2691584	PHOTONDYNAMICS	
<b>Registration Number:</b>	2141905	PHOTON DYNAMICS	
<b>Registration Number:</b>	2235447	VOLTAGE IMAGING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124552502		
<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>			
<b>Phone:</b>	(212) 455-2895		
<b>Email:</b>	ksolomon@stblaw.com		
<b>Correspondent Name:</b>	Samantha J. Himelman, Esq.		
<b>Address Line 1:</b>	Simpson Thacher & Bartlett LLP		
<b>Address Line 2:</b>	425 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	509265/1858		
<b>NAME OF SUBMITTER:</b>	Samantha J. Himelman		
<b>SIGNATURE:</b>	/sjh/		
<b>DATE SIGNED:</b>	08/14/2014		
<b>Total Attachments: 6</b>			
source=Trademark Security Agreement (Photon Dynamics) (EXECUTED 8-7-14)#page1.tif			
source=Trademark Security Agreement (Photon Dynamics) (EXECUTED 8-7-14)#page2.tif			

CH \$90.00 2691584

source=Trademark Security Agreement (Photon Dynamics) (EXECUTED 8-7-14)#page3.tif

source=Trademark Security Agreement (Photon Dynamics) (EXECUTED 8-7-14)#page4.tif

source=Trademark Security Agreement (Photon Dynamics) (EXECUTED 8-7-14)#page5.tif

source=Trademark Security Agreement (Photon Dynamics) (EXECUTED 8-7-14)#page6.tif

TRADEMARK SECURITY AGREEMENT dated as of August 7, 2014 (this “Agreement”), among Photon Dynamics, Inc., the other Domestic Subsidiary Loan Parties from time to time party hereto and JPMorgan Chase Bank, N.A. (“JPMCB”), as Administrative Agent.

Reference is made to (a) the Credit Agreement dated as of August 7, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Orbotech Ltd., as Company, the Borrower, the Lenders from time to time party thereto and JPMCB, as Administrative Agent, and (b) the Collateral Agreement dated as of August 7, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Borrower, the other Domestic Subsidiary Loan Parties from time to time party thereto and JPMCB, as Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Domestic Subsidiary Loan Parties party hereto (other than the Borrower) are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 2. Grant of Security Interest. As security for the payment in full of the Obligations, each Grantor pursuant to the Collateral Agreement did, and hereby does, grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the “Trademark Collateral”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, domain names, global top level domain names, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar office in any State of the United States of America, all extensions or renewals thereof, and all common law rights related thereto, including, in the case of any Grantor, any of the foregoing set forth under its name on Schedule I; and

(b) all goodwill associated therewith or symbolized thereby.

SECTION 3. Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each

Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

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

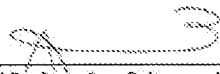
ORBOTECH, INC.

SPTS TECHNOLOGIES, INC.

PHOTON DYNAMICS SOLAR CORPORATION

PRIMAXX, INC.

by

  
\_\_\_\_\_  
On behalf of each of the entities listed  
above

Name: Doron Abramovitch

Title: Authorized Representative

PHOTON DYNAMICS, INC.

by

\_\_\_\_\_  
Name: Michael Zizza

Title: Secretary

[Trademark Security Agreement Signature Page]

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

ORBOTECH, INC.

SPTS TECHNOLOGIES, INC.

PHOTON DYNAMICS SOLAR CORPORATION

PRIMAXX, INC.

by

\_\_\_\_\_  
On behalf of each of the entities listed  
above

Name: Doron Abramovitch

Title: Authorized Representative

PHOTON DYNAMICS, INC.

by

\_\_\_\_\_  
Name: Michael Zizza

Title: Secretary

[Trademark Security Agreement Signature Page]

JPMORGAN CHASE BANK, N.A., as  
Administrative Agent

By



Name:

**Richard Johansson**

Title:

Vice President

[Trademark Security Agreement Signature Page]

**TRADEMARK**  
**REEL: 005344 FRAME: 0307**

## SCHEDULE I

Trademarks/Trade Names Owned by Photon Dynamics, Inc.*U.S. Trademark Registrations*

<u>Grantor</u>	<u>Mark</u>	<u>Registration No.</u>
Photon Dynamics, Inc.	PHOTON DYNAMICS WITH LOGO	2691584
Photon Dynamics, Inc.	PHOTON DYNAMICS (word mark)	2141905
Photon Dynamics, Inc.	VOLTAGE IMAGING	2235447

*U.S. Trademark Applications*

None.