

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM375867

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Orbotech Ltd.		03/07/2016	Limited Company: ISRAEL
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 S. Dearborn, 7th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2576417		
Registration Number:	2482856	ORBOTECH	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	(212) 455-3605		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Genevieve Dorment, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	509265/1858		
NAME OF SUBMITTER:	Genevieve Dorment		
SIGNATURE:	/gd/		
DATE SIGNED:	03/07/2016		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT dated as of March 7, 2016 (this "Agreement"), between Orbotech Ltd. (the "Grantor") 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, Inc., as Borrower, Orbotech Ltd., as Company, the Lenders from time to time party thereto and JPMCB, as Administrative Agent, and (b) the Pledge Agreement dated as of February 25, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Grantor 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 Grantor will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is 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, the 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. Governing Law; Jurisdiction. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the law of Israel. Any action, litigation or proceeding of any kind or description based upon, arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the courts of Israel located in the city of Tel Aviv. Without derogating from the foregoing, it is hereby expressly agreed that any realization of the security interest granted pursuant to this Agreement shall be subject to the terms of the Collateral Agreement and the laws of the State of Israel which govern the Collateral Agreement. Furthermore, the parties acknowledge that part of the Trademark Collateral was developed with funding from of the State of Israel through the Office of the Chief Scientist of the Ministry of Economy in accordance with and subject to the provisions of the Encouragement of Research, Development and Technological Innovation in Industry Law, 5744-1984 (the "**R&D Law**"). It is therefore hereby agreed that the realization of the Trademark Collateral or any part thereof, which will be subject, on the date of realization, to the provisions of the R&D Law will be carried out exclusively in accordance with and subject to the provisions of the R&D Law. Without derogating from the foregoing, in the event that the security interest in respect of the Trademark Collateral is realized, the sale and transfer thereof in the framework of the realization, including, without limitation, in the event the purchaser is a Lender, will be subject to the approval of the Israeli Ministry of Economy Industrial Research and Development Committee (the "**Research Committee**"). In addition, transfer of the Trademark Collateral in the framework of realization thereof will be conditioned on the transferee undertaking to observe strictly all the requirements of the R&D Law and the regulations, rules and procedures promulgated thereunder, as applied to the Company and as directed by the Research Committee, in particular those requirements stipulated under Sections 19, 19A and 19B of the R&D Law, and of the projects under which funding was provided, including, without limitation, not to transfer the Trademark Collateral without the approval of the Research Committee, and the obligation to pay royalties. It is hereby clarified that the agreement in the preceding three (3) sentences will apply only to the Trademark Collateral or that part thereof that is subject to the provisions of the R&D Law.


SECTION 5. 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.

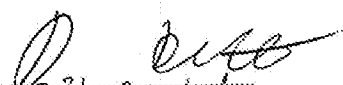
[Signature Pages Follow]

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

ORBOTECH LTD.

by


Name: Alan Leung
Title: CEO


Name: Ben Barakat
Title: Corp. VP & CFO

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

by

Name:
Title:

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

ORBOTECH LTD.

by

Name:

Title:

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

by



Name:

Richard Johansson

Title:

Vice President

TRADEMARK

REEL: 005747 FRAME: 0386

SCHEDULE I

Trademarks Owned by Orbotech Ltd.*U.S. Trademark Registrations*

<u>Grantor</u>	<u>Mark</u>	<u>Registration No.</u>
Orbotech Ltd.	O AND DEVICE	2576417
Orbotech Ltd.	ORBOTECH	2482856

U.S. Trademark Applications

None.