

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM448557

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Industrial Physics, Inc.		10/23/2017	Corporation: DELAWARE
Testing Machines, Inc.		10/23/2017	Corporation: DELAWARE
Industrial Physics Row Holdings, Inc.		10/23/2017	Corporation: DELAWARE
CMC-Kuhnke, Inc.		10/23/2017	Corporation: DELAWARE
T.M. Electronics, Inc.		10/23/2017	Corporation: MAINE
Illinois Instruments Inc.		10/23/2017	Corporation: ILLINOIS
United Testing Systems, Inc.		10/23/2017	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	TPG Specialty Lending, Inc., as administrative agent
Street Address:	301 Commerce Street
Internal Address:	Suite 300
City:	Fort Worth
State/Country:	TEXAS
Postal Code:	76102
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	85194289	KNOOX
Serial Number:	78075948	O2XYDOT
Serial Number:	78067421	OXYSENSE
Serial Number:	77587882	OXYSENTRY
Serial Number:	85779303	PETROSENSE
Serial Number:	75285645	RACE
Serial Number:	75285646	TURBOPURGE
Serial Number:	86464175	SEAMSCAN
Serial Number:	85851702	SEAMVIEW
Serial Number:	85169946	TESTING UNIVERSITY
Serial Number:	73641919	MONITOR/IMPACT
Serial Number:	75861628	VISUAL ASSEMBLY

TRADEMARK

CORRESPONDENCE DATA**Fax Number:** 2125935955*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:** 212-756-2132**Email:** scott.kareff@srz.com**Correspondent Name:** S. Kareff c/o Schulte Roth & Zabel LLP**Address Line 1:** 919 Third Avenue**Address Line 2:** 19th Floor**Address Line 4:** New York, NEW YORK 10022**ATTORNEY DOCKET NUMBER:** 079464-0103**NAME OF SUBMITTER:** Scott Kareff (079464-0103)**SIGNATURE:** /kc for sk/**DATE SIGNED:** 10/25/2017**Total Attachments: 8**

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 23rd day of October, 2017, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and TPG SPECIALTY LENDING, INC., in its capacity as administrative agent for the Lender Group (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of October 23, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, including all schedules thereto, the "Credit Agreement") among INDUSTRIAL PHYSICS, INC., a Delaware corporation ("Parent"), TESTING MACHINES, INC., a Delaware corporation ("U.S. Borrower"), Büchel B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), incorporated under the laws of the Netherlands, having its corporate seat (*statutaire zetel*) in Veenendaal, the Netherlands, registered with the trade register (*handelsregister*) of the Dutch chamber of commerce (*Kamer van Koophandel*) under number 30157532 ("Dutch Borrower" and together with the U.S. Borrower are referred to each individually as a "Borrower" and individually and collectively, as the "Borrowers"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and permitted assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group, that certain Security Agreement dated as of October 23, 2017, by and among the Grantors and Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants and pledges to Agent, for the benefit of each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks including those Trademarks referred to on Schedule 1;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark.

Notwithstanding the foregoing, Trademark Collateral shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration in accordance with the Security Agreement. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall

in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement is a Loan Document and may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement

7. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 23 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

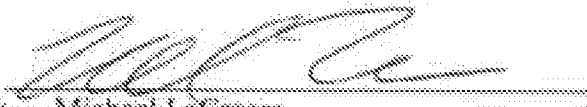
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

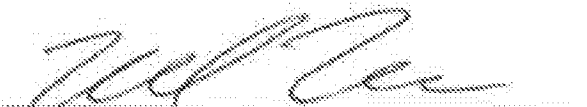
INDUSTRIAL PHYSICS, INC.,
a Delaware corporation

By: 
Name: Michael LaCrosse
Title: Chief Financial Officer

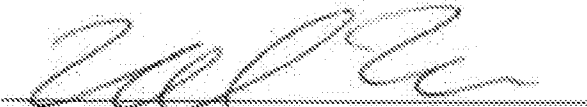
TESTING MACHINES, INC.,
a Delaware corporation

By: 
Name: Michael LaCrosse
Title: Chief Financial Officer

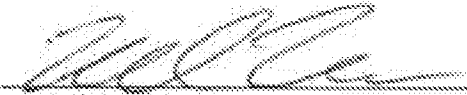
**INDUSTRIAL PHYSICS ROW HOLDINGS,
INC.,** a Delaware corporation

By: 
Name: Michael LaCrosse
Title: Chief Financial Officer


CMC-KUHNKE, INC.,
a Delaware corporation

By: 
Name: Michael LaCrosse
Title: Chief Financial Officer

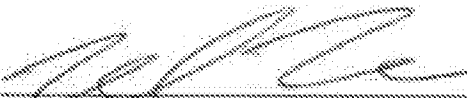
T. M. ELECTRONICS, INC.,
a Maine corporation

By: 
Name: Michael LaCrosse
Title: Chief Financial Officer

ILLINOIS INSTRUMENTS INC.,
an Illinois corporation

By: 
Name: Michael LaCrosse
Title: Chief Financial Officer

UNITED TESTING SYSTEMS, INC.,
a California corporation

By: 
Name: Michael LaCrosse
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

TPG SPECIALTY LENDING, INC.,
as Agent



By: _____
Name: Robert Stanley
Title: President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date
Testing Machines, Inc.	KnoOX	U.S.	85/194289 09-Dec-2010	3990072 05-Jul-2011
Testing Machines, Inc.	O ₂ XYDOT	U.S.	78/075948 26-Jul-2001	2666563 24-Dec-2002
Testing Machines, Inc.	OXYSENSE	U.S.	78/067421 05-Jun-2001	2663246 17-Dec-2002
Testing Machines, Inc.	OXYSENTRY	U.S.	77/587882 24-Feb-2009	3750530 16-Feb-2010
Testing Machines, Inc.	PETROSENSE	U.S.	85/779303 14-Nov-2012	4364445 09-Jul-2013
Illinois Instruments Inc.	RACE	U.S.	75/285645 02-May-1997	2241147 20-Apr-1999
Illinois Instruments Inc.	TURBOPURGE	U.S.	75/285646 02-May-1997	2241148 20-Apr-1999
CMC-Kuhnke, Inc.	SEAMSCAN	U.S.	86/464175 25-Nov-2014	4912077 08-Mar-2016
CMC-Kuhnke, Inc.	SEAMVIEW	U.S.	85/851702 15-Feb-2013	4410597 01-Oct-2013
TMI Holdco, Inc. Industrial Physics Holdings, LLC	TESTING UNIVERSITY*	U.S.	85/169946 05-Nov-2010	4011467 16-Aug-2011
TMI Holdco, Inc. Industrial Physics Holdings, LLC	MONITOR/IMPACT*	U.S.	73/641919 29-Jan-1987	1471791 05-Jan-1988
TMI Holdco, Inc. Industrial Physics Holdings, LLC	VISUAL ASSEMBLY*	U.S.	75/861628 01-Dec-1999	2641188 22-Oct-2002

**Ownership interest of Industrial Physics Holdings, LLC to be removed post-closing.*