

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM496351

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Testing Machines, Inc.		10/31/2018	Corporation: DELAWARE
Illinois Instruments Inc.		10/31/2018	Corporation: ILLINOIS
CMC-Kuhnke, Inc.		10/31/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	CVC Credit Partners U.S. Direct Lending Fund II (RN) L.P., as Agent
Street Address:	712 Fifth Ave., 42nd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2666563	O2XYDOT
Registration Number:	2663246	OXYSENSE
Registration Number:	3750530	OXYSENTRY
Registration Number:	4364445	PETROSENSE
Registration Number:	2641188	VISUAL ASSEMBLY
Registration Number:	2241147	RACE
Registration Number:	2241148	TURBOPURGE
Registration Number:	4912077	SEAMSCAN
Registration Number:	4410597	SEAMVIEW

CORRESPONDENCE DATA

Fax Number: 6175269899

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: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place, 23rd Floor

TRADEMARK

Address Line 4:	Boston, MASSACHUSETTS 02110
ATTORNEY DOCKET NUMBER:	33313 / 005
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	11/01/2018
Total Attachments: 5 source=US Trademark Security Agreement#page1.tif source=US Trademark Security Agreement#page2.tif source=US Trademark Security Agreement#page3.tif source=US Trademark Security Agreement#page4.tif source=US Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 31, 2018, is made by Testing Machines, Inc. ("Testing Machines"), Illinois Instruments Inc. ("Illinois Instruments") and CMC-Kuhnke, Inc. ("CMC-Kuhnke" together Testing Machines, Illinois Instruments and CMC-Kuhnke each a "Grantor" and, collectively, the "Grantors"), in favor of CVC CREDIT PARTNERS U.S. DIRECT LENDING FUND II (RN) L.P. ("CVC"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 31, 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among TESTING MACHINES, INC., a Delaware corporation (the "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 (the "Dutch Borrower") CMC-Kuhnke GmbH, a limited liability company organized under the laws of the Federal Republic of Germany, having its business address at Colditzstr. 34/36, Bau 18, 12099 Berlin, Germany, and being registered with the commercial register (*Handelregister*) of the local court (*Amtsgericht*) of Berlin Charlottenburg under HRB 86586 B (the "German Borrower", and together with U.S. Borrower and the Dutch Borrower, are referred to hereinafter each individually as a "Borrower", and collectively, as the "Borrowers"), INDUSTRIAL PHYSICS, INC., the other Credit Parties, the Lenders from time to time party thereto and CVC, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to the Guaranty and Security Agreement, dated as of October 31, 2018, in favor of the Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of

its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

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

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

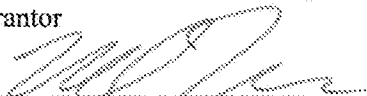
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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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.

Very truly yours,

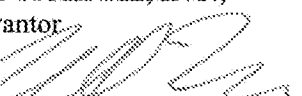
TESTING MACHINES, INC.,
as Grantor

By: 
Name: Michael LaCrosse
Title: Chief Financial Officer

ILLINOIS INSTRUMENTS INC.,
as Grantor

By: 
Name: Michael LaCrosse
Title: Chief Financial Officer

CMC-KUHNKE, INC.,
as Grantor

By: 
Name: Michael LaCrosse
Title: Chief Financial Officer


[Signature page to Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

**CVC CREDIT PARTNERS U.S. DIRECT
LENDING FUND II (RN) L.P.**, as Agent

By: CVC Credit Partners U.S. Direct Lending
II GP, LLC, its general partner

By: CVC Credit Partners, LLC, its sole
member

By: 
Name: Tom Newberry
Title: Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Grantor	Mark	Serial No/ Filing Date	Registration No/ Registration Date
Testing Machines, Inc.	O ₂ XYDOT	78/075948 26-Jul-2001	2666563 24-Dec-2002
Testing Machines, Inc.	OXYSENSE	78/067421 05-Jun-2001	2663246 17-Dec-2002
Testing Machines, Inc.	OXYSENTRY	77/587882 07-OCT-2008	3750530 16-Feb-2010
Testing Machines, Inc.	PETROSENSE	85/779303 14-Nov-2012	4364445 09-Jul-2013
Testing Machines, Inc.	VISUAL ASSEMBLY	75/861628 01-Dec-1999	2641188 22-Oct-2002
Illinois Instruments Inc.	RACE	75/285645 02-May-1997	2241147 20-Apr-1999
Illinois Instruments Inc.	TURBOPURGE	75/285646 02-May-1997	2241148 20-Apr-1999
CMC-Kuhnke, Inc.	SEAMSCAN	86/464175 25-Nov-2014	4912077 08-Mar-2016
CMC-Kuhnke, Inc.	SEAMVIEW	85/851702 15-Feb-2013	4410597 01-Oct-2013

2. TRADEMARK APPLICATIONS

None