

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM797795

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900755337		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LUDLUM MEASUREMENTS, INC.		02/07/2023	Corporation:
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	10 S. Dearborn Street		
Internal Address:	Floor L2, Suite IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3993165	L M	
Registration Number:	3993383	E J	
Registration Number:	4108788		
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	alison.hutchings@gtlaw.com		
Correspondent Name:	Greenberg Traurig, LLP		
Address Line 1:	2200 Ross Avenue		
Address Line 2:	Suite 5200		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	Alison Hutchings		
SIGNATURE:	/Alison Hutchings/		
DATE SIGNED:	03/27/2023		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated February 7, 2023 (as amended, restated, supplemented, waived or otherwise modified from time to time) (this "Agreement"), is delivered by LUDLUM MEASUREMENTS, INC., a Texas corporation ("Grantor") pursuant to Section 4.7 of that certain Pledge and Security Agreement, dated December 27, 2022, between Grantor and JPMORGAN CHASE BANK, N.A., as the Lender (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

The Lender has agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement dated as of December 22, 2022, between Borrower and Lender (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"). The obligations of the Lender to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. 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 Lender to extend such credit and to secure the Secured Obligations.

Accordingly the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. To secure prompt and complete payment or performance, as the case may be, of the Secured Obligations, Grantor, pursuant to the Security Agreement, did and hereby does grant to the Lender, its successors and its assigns, for the ratable benefit of the Secured Parties, a right of set-off against and a security interest in all of its right, title or interest in, to and under any and all of the following assets and properties, whether now owned by, deemed by law to have the right or power to convey rights in by or owing to, or hereafter acquired by, deemed by law to have the right or power to convey rights in by or arising in favor of the Grantor (including under any trade name or derivations thereof), and whether owned or consigned by or to, or leased from or to, the Grantor, and regardless of where located (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule I 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. Security Agreement. The security interests granted to the Lender herein are granted in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Trademark Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security Agreement shall govern.

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

SECTION 5. Counterparts. This 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. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

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

LUDLUM MEASUREMENTS, INC., as Grantor

By: *Jeanie McPhee*
Name: *Jeanie McPhee*
Title: *CEO*

[CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS]

TRADEMARK
REEL: 008014 FRAME: 0459

JPMORGAN CHASE BANK, N.A., as the Lender

By: Matt Valles
Name: Matt Valles
Title: Authorized Officer

[CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS]

TRADEMARK
REEL: 008014 FRAME: 0460

SCHEDULE I

Trademarks

Registered US Trademarks

Owner	Title or Description	Jurisdiction of Registration	Registration No.	Registration Date
Ludlum Measurements, Inc.	The mark consists of the stylized letters "LM" within a square.	USPTO	Reg# 3993165	July 12, 2011
Ludlum Measurements, Inc.	The mark consists of a hexagon containing the letters "EJ" with the depiction of a star overlapping the upper right side of the hexagon.	USPTO	Reg# 3993383	July 12, 2011
Ludlum Measurements, Inc.	The mark consists of a triangle containing 4 wavy lines.	USPTO	Reg# 4108788	March 6, 2012

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