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TO:STEPHANIE S. KANN, SENIOR PARALEGAL COMPANY:3161 MICHELSON DRIVE

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

11/29/2010  
 900176456

*Corrected Cover Sheet*

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Excelitas Technologies Corp.		11/29/2010	CORPORATION: DELAWARE
Parknelmer Illumination, Inc.		11/29/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	UBS AG, Stamford Branch
<b>Street Address:</b>	677 Washington Boulevard
<b>City:</b>	Stamford
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06901
<b>Entity Type:</b>	CONNECTICUT-BASED, CAPITAL MARKETS FOCUSED ARM OF UBS AG, A SWISS FINANCIAL SERVICES COMPANY REGULATED IN THE UNITED STATES BY THE FEDERAL RESERVE. <i>Switzerland Corporation</i>

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	1287034	CERMAX
Registration Number:	0953041	ILC
Registration Number:	0953040	ILC
Registration Number:	0969069	RETICON
Registration Number:	3309016	ACULED
Registration Number:	3295488	DIGIPYRO
Registration Number:	3184609	LIGHTING TECHNOLOGY FOR THE PERFECT IMAGE
Registration Number:	3140097	MULTIBLUE
Registration Number:	3469652	PAX-6
Registration Number:	3287025	SETTING THE MOOD
Registration Number:	3012217	TPM1
Registration Number:	3481188	VIGI-LUX

CH \$340.00 1267034

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Serial Number:	85155171	EXCELITAS TECHNOLOGIES
<b>CORRESPONDENCE DATA</b>		
Fax Number:	(949)475-4754	
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	949-451-3800	
Email:	skann@gibsondunn.com	
Correspondent Name:	Stephanie S. Kann, Senior Paralegal	
Address Line 1:	3161 Michelson Drive	
Address Line 2:	Gibson, Dunn & Crutcher LLP	
Address Line 4:	Irvine, CALIFORNIA 92612	
ATTORNEY DOCKET NUMBER:	93318-00107	
NAME OF SUBMITTER:	Stephanie S. Kann	
Signature:	/stephanie s. kann/	
Date:	11/29/2010	
<b>Total Attachments: 6</b> source=ExcelitasTrademark Security Agreement#page1.tif source=ExcelitasTrademark Security Agreement#page2.tif source=ExcelitasTrademark Security Agreement#page3.tif source=ExcelitasTrademark Security Agreement#page4.tif source=ExcelitasTrademark Security Agreement#page5.tif source=ExcelitasTrademark Security Agreement#page6.tif		

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EXECUTION VERSION

**Trademark Security Agreement**

**Trademark Security Agreement**, dated as of November 29, 2010, by EXCELITAS TECHNOLOGIES CORP. and PERKINELMER ILLUMINATION, INC. (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

**WITNESSETH:**

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

**SECTION 1. Defined Terms.** Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

**SECTION 2. Grant of Security Interest in Trademark Collateral.** As collateral security for the payment and performance in full of all the Secured Obligations, each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

**SECTION 3. Security Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

**SECTION 4. Termination.** Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral

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pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

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IN WITNESS WHEREOF, each Pledgor 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,

EXCELITAS TECHNOLOGIES CORP.

By:   
Name: Robert McKeon  
Title: President and Chief Executive Officer

PERKINELMER ILLUMINATION, INC.

By: \_\_\_\_\_  
Name: James Rao  
Title: Vice President, Treasurer and Chief Financial Officer

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,  
as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to Trademark Security Agreement]

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Very truly yours,

EXCELITAS TECHNOLOGIES CORP.

By: \_\_\_\_\_  
Name: Robert McKeon  
Title: President and Chief Executive Officer

PERKINELMER ILLUMINATION, INC.

By:  \_\_\_\_\_  
Name: James Rao  
Title: Vice President, Treasurer and Chief Financial Officer

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,  
as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to Trademark Security Agreement]

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IN WITNESS WHEREOF, each Pledgor 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,

EXCELITAS TECHNOLOGIES CORP.

By: \_\_\_\_\_  
Name:  
Title:

PERKINELMER ILLUMINATION, INC.

By: \_\_\_\_\_  
Name:  
Title:

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,  
as Collateral Agent

By: Mary E. Evans  
Name:  
Title:

Mary E. Evans  
Associate Director  
Banking Products  
Services, US

By: Mia R. Otis  
Name:  
Title:

Mia R. Otis  
Associate Director  
Banking Products  
Services, US

[Signature Page to Trademark Security Agreement]

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SCHEDULE I  
Trademarks

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Registrations:**

COUNTRY	OWNER	REGISTRATION NUMBER	TRADEMARK
United States	PerkinElmer Illumination, Inc.	1267034	CERMAX
United States	PerkinElmer Illumination, Inc.	0953041	ILC & design
United States	PerkinElmer Illumination, Inc.	0953040	ILC (stylized)
United States	PerkinElmer Illumination, Inc.	0969069	RETICON
United States	Excelitas Technologies Corp.	3309016	ACULED
United States	Excelitas Technologies Corp.	3295468	DIGIPYRO
United States	Excelitas Technologies Corp.	3184609	LIGHTING TECHNOLOGY FOR THE PERFECT IMAGE
United States	Excelitas Technologies Corp.	3140097	MULTIBLUE
United States	Excelitas Technologies Corp.	3469652	PAX-6
United States	Excelitas Technologies Corp.	3287025	SETTING THE MOOD
United States	Excelitas Technologies Corp.	3012217	TPMI
United States	Excelitas Technologies Corp.	3481198	VIGI-LUX

**Trademark Applications:**

COUNTRY	OWNER	APPLICATION NUMBER	TRADEMARK
United States	Excelitas Technologies Corp.	85/155,171	EXCELITAS TECHNOLOGIES