

Resub - 900213914 - 12-06-2013

TRADEMARK ASSIGNMENT

01/15/2014

 103665473

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LTX-Credence Corporation		11/27/2013	CORPORATION: MASSACHUSETTS
Everett Charles Technologies LLC		11/27/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Silicon Valley Bank, as Administrative Agent
Street Address:	3003 Tasman Drive, HG 150
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 35 31

Property Type	Number	Word Mark
Registration Number:	2152177	CREDENCE
Registration Number:	4003369	I M A
Registration Number:	4215510	LTXC
Registration Number:	3946845	LTX-CREDENCE
Registration Number:	3946846	LTX CREDENCE
Registration Number:	4029508	XC
Registration Number:	3855475	FORTA
Registration Number:	2571852	BANTAM
Registration Number:	2553252	BANTAM PAK

Registration Number:	1351509	BIASING-BALL
Registration Number:	2738808	DURAPAK
Registration Number:	3167563	ECT
Registration Number:	3167564	ECT
Registration Number:	3068926	ELIMINATOR
Registration Number:	3456134	ESH
Registration Number:	1838309	EVERETT CHARLES TECHNOLOGIES
Registration Number:	1467094	FASTITE
Serial Number:	85925778	LASERWIRE
Registration Number:	2680883	MINI-MITE
Registration Number:	916181	POGO
Registration Number:	1608864	TTI TESTRON
Registration Number:	3538480	VALITRON
Registration Number:	3807010	ZIP
Registration Number:	2513864	HARBOR ELECTRONICS
Registration Number:	3534112	HARBOR ELECTRONICS
Registration Number:	2856747	HARBOR ELECTRONICS, INC.
Registration Number:	3470797	LATEST
Registration Number:	2785821	LUTHER & MAELZER
Registration Number:	3095898	INSTRIP
Registration Number:	3133336	QUICKDOCK
Registration Number:	3133337	DURA
Registration Number:	3878511	NANOKELVIN
Serial Number:	77729245	ECON
Registration Number:	3950145	PLUG & YIELD
Registration Number:	3916208	INCARRIER

CORRESPONDENCE DATA

Fax Number: 2024947512
Phone: 202-370-4761
Email: tfahey@nationalcorp.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Thomas Fahey
Address Line 1: 1025 Vermont Ave. NW, Suite 1130
Address Line 2: National Corporate Research, Ltd.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F147521
NAME OF SUBMITTER:	ANDREW NASH
Signature:	/ANDREW NASH/
Date:	12/06/2013

Total Attachments: 108

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RECEIPT INFORMATION

ETAS ID:	TM288658
Receipt Date:	12/06/2013
Fee Amount:	\$890

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Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F147521
NAME OF SUBMITTER:	ANDREW NASH
Signature:	

/ANDREW NASH/

Date:

12/06/2013

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of November 27, 2013 (the "Effective Date") by and between SILICON VALLEY BANK ("Agent"), as Administrative Agent and each of the undersigned grantors (each a "Grantor", and together the "Grantors").

RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Credit Agreement, dated as of the Effective Date, by and among, among others, Grantor, the Guarantors party thereto from time to time, the Lenders party thereto from time to time, Agent, as the Issuing Lender, and Agent, as Administrative Agent for the Lenders (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement"; capitalized terms used herein are used as defined in the Credit Agreement). The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent a security interest in certain Copyrights, Trademarks, and Patents (as each term is described below) to secure the obligations of Grantor under the Credit Agreement.

B. Pursuant to the terms of that certain Guarantee and Collateral Agreement, dated as of the Effective Date, by and among, among others, the Grantors and Agent, as Administrative Agent (as the same may be amended, modified or supplemented from time to time, the "Guarantee and Collateral Agreement"), each Grantor has granted to Agent a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Credit Agreement, each Grantor grants and pledges to Agent a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret,

now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, or Patents; and

(i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Agent.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement and/or the Guarantee and Collateral Agreement, as applicable, shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Intellectual Property Collateral are as provided by the Credit Agreement, the Guarantee and Collateral Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in 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 to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

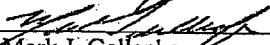
6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature page follows.]


IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

LTX-CREDENCE CORPORATION,
as a Grantor

By: 
Name: Mark J. Gallenberger
Title: Vice President, Chief Financial Officer and
Treasurer

EVERETT CHARLES TECHNOLOGIES LLC,
as a Grantor

By: 
Name: Mark J. Gallenberger
Title: Vice President, Chief Financial Officer
and Secretary

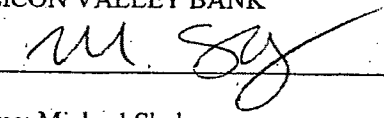
Signature Page to Intellectual Property Security Agreement

TRADEMARK
REEL: 005188 FRAME: 0517

AGENT:

SILICON VALLEY BANK

By: _____



Name: Michael Shuhy _____

Title: Vice President _____

Signature Page to Intellectual Property Security Agreement

TRADEMARK

REEL: 005188 FRAME: 0518

EXHIBIT A

Copyrights

United States	TX3808618	1/7/1997	Scorpion HV90 SMT bare board test system : user manual and guide to operations.
United States	TX4445331	12/30/1996	Computer aided processing.
United States	TX4455170	1/7/1997	VIPER II Computer Program
United States	TX4456105	1/13/1997	CAF-NT 1.20.
United States	TX4471772	12/30/1996	Fault Viewer.
United States	TX4483584	1/7/1997	Krhyi.
United States	TX4494204	6/13/1997	DetECT.
United States	TX4498668	1/7/1997	DETECT II Computer Program
United States	TX4504899	6/27/1997	NODE Viewer Computer Program Plus Sealer Notes (Various Releases)
United States	TX4522819	1/7/1997	Computer aided fixturing. By Gregory J. Miczek, John E. Robertson & Matthew T. Miczek.
United States	TX4554235	12/30/1996	9090 bare board test system : user manual and guide to operations.
United States	TX778271	1/7/1997	CAF Computer Program Plus Release Notes Text of User's Manual and Release Notes
United States	TX5794027	6/24/2003	MPS (Manufacturing Process Software)
United States	TX5226237	6/19/2000	VG organizer; computer program