

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM339401

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TERADYNE, INC.		04/27/2015	CORPORATION:
EAGLE TEST SYSTEMS, INC.		04/27/2015	CORPORATION:
LITEPOINT CORPORATION		04/27/2015	CORPORATION:
NEXTEST SYSTEMS CORPORATION		04/27/2015	CORPORATION:

## RECEIVING PARTY DATA

<b>Name:</b>	BARCLAYS BANK PLC
<b>Street Address:</b>	745 Seventh Avenue
<b>Internal Address:</b>	27th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10019
<b>Entity Type:</b>	PUBLIC LISTED COMPANY: UNITED KINGDOM

## PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	3938268	BECAUSE TESTING MATTERS
Registration Number:	3772302	NEPTUNE
Registration Number:	3764364	NEPTUNE
Registration Number:	3782019	
Registration Number:	2709152	TERADYNE
Registration Number:	3255049	FLEX
Registration Number:	3250770	ULTRA FLEX
Registration Number:	3542417	ZTEC
Registration Number:	2953600	SIMULYZER
Registration Number:	3678885	IG-XL
Registration Number:	3715674	TERADYNE SELECT PARTNER
Registration Number:	3776297	CLEARVUE
Registration Number:	4536563	IQ
Registration Number:	4527865	LITEPOINT

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4477095	"L" AND "P"
Registration Number:	4036796	IQXSTREAM
Registration Number:	3798163	MULTICOM
Registration Number:	3351465	LITEPOINT
Registration Number:	2911712	IQVIEW
Registration Number:	2881110	EAGLE TEST SYSTEMS
Registration Number:	3525785	CHAMELEON
Registration Number:	3532829	SMARTPIN
Registration Number:	3040252	NEXTEST
Registration Number:	3026946	NEXTEST

**CORRESPONDENCE DATA**

**Fax Number:** 2123108007

*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:** 212.310.8251

**Email:** juan.arias@weil.com

**Correspondent Name:** Thomas P. Mastoras

**Address Line 1:** Weil, Gotshal & Manges LLP

**Address Line 2:** 767 Fifth Avenue

**Address Line 4:** New York, NEW YORK 10153

**ATTORNEY DOCKET NUMBER:** T. MASTORAS 21151.0137

**NAME OF SUBMITTER:** Thomas P. Mastoras

**SIGNATURE:** /Thomas P. Mastoras/

**DATE SIGNED:** 04/27/2015

**Total Attachments: 6**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement") dated April 27, 2015, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of Barclays Bank PLC, as collateral agent (the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to (i) the Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), by and among Teradyne, Inc. (the "Borrower") the banks and other financial institutions or entities from time to time party thereto (the "Lenders"), Barclays Bank PLC, as administrative agent (in such capacity, the "Administrative Agent") and Collateral Agent and the other parties party thereto and (ii) the Guarantee and Collateral Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee Agreement"), by each of the Grantors from time to time party thereto and the Collateral Agent.

Whereas, under the terms of the Guarantee Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Terms. Terms defined in the Credit Agreement and Guarantee Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Guarantee Agreement, applicable.

SECTION 2. Grant of Security. Each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties a continuing security interest in all of such Grantor's right, title and interest in, to and under the Trademarks, including the Trademarks set forth on Schedule A attached hereto; provided that, in no event shall any security interest be granted in any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law (it being understood that after such period such intent-to-use application shall be automatically subject to the security interest granted herein).

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by each Grantor under this Trademark Security Agreement is made to secure the

Payment in Full of the Obligations of such Grantor now or hereafter existing under the Guarantee Agreement.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 5. Release of Security The Collateral Agent shall, promptly upon termination of the Guarantee Agreement or release of the Collateral or any Grantor in accordance with Section 8.15 of the Guarantee Agreement, deliver to the Grantors a fully executed and recordable release of the security interest granted herein.

SECTION 6. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 7. Guarantee Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Guarantee Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Guarantee Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee Agreement, the provisions of the Guarantee Agreement shall control.

SECTION 8. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT (EXCEPT, AS TO ANY OTHER LOAN DOCUMENT, AS EXPRESSLY SET FORTH THEREIN) AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

**TERADYNE, INC.,** as Grantor  
**EAGLE TEST SYSTEMS, INC.,** as Grantor  
**LITEPOINT CORPORATION,** as Grantor  
**NEXTEST SYSTEMS CORPORATION,**  
as Grantor

By:  \_\_\_\_\_

Name: Gregory Beecher

Title: Vice President, Chief Financial Officer and  
Treasurer

**BARCLAYS BANK PLC**, as Collateral Agent

By: 

Name: Christina Park

Title: Managing Director

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005504 FRAME: 0445**

## Schedule A

### Registered Trademarks of Teradyne, Inc.:

<u>Jurisdiction</u>	<u>Mark Title</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Class</u>	<u>WGS File Ref.</u>
United States of America	Because Testing Matters (Block)	3938268	29-Mar-11	09 Int., 42 Int.	T0529.20007us00
United States of America	Neptune (Block)	3772302	6-Apr-10	09 Int.	T0529.20028us00
United States of America	Neptune (Design Plus Character(S))	3764364	23-Mar-10	09 Int.	T0529.20029us00
United States of America	Design (Miscellaneous Design)	3782019	27-Apr-10	09 Int.	T0529.20030us00
United States of America	Teradyne (Block)	2709152	22-Apr-03	09 Int.	T0529.20032us00
United States of America	Flex (Stylized) (Word Mark (Stylized))	3255049	26-Jun-07	09 Int.	T0529.20047us00
United States of America	Ultra Flex (Block)	3250770	12-Jun-07	09 Int.	T0529.20048us00
United States of America	Ztec (Block)	3542417	9-Dec-08	09 Int.	T0529.20054us00
United States of America	Simulyzer (Block)	2953600	17-May-05	09 Int.	T0529.20058us00
United States of America	IG-XL	3678885	8-Sep-09	09 Int.	T0529.20049US00
United States of America	TERADYNE select partner	3715674	24-Nov-09	09 Int.	T0529.20027US00
United States of America	CLEARVUE	3776297	13-Apr-10	09 Int.	T0529.20005US00

### Registered Trademarks of LitePoint Corporation:

<u>Jurisdiction</u>	<u>Mark Title</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Class</u>	<u>Vender Price Ref.</u>
United States of America	IQ	4536563	26-Aug-13	09 Int.	11602.00.0110
United States of America	LITEPOINT	4527865	13-May-14	09 Int.	11602.00.0085
United States of America	Design	4477095	4-Feb-14	09 Int.	11602.00.0084
United States of America	IQXSTREAM	4036796	11-Oct-2011	09 Int.	11602.00.0043
United States of America	MULTICOM	3798163	8-Jun-2010	042 Int.	11602.00.0036
United States of America	LITEPOINT	3351465	11-Dec-07	09 Int.	11602.00.0028
United States of America	IQ VIEW	2911712	4-Dec-04	09 Int.	11602.00.0011

### Registered Trademarks of Eagle Test Systems, Inc.:

<u>Jurisdiction</u>	<u>Mark Title</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Class</u>	<u>WGS File Ref.</u>
United States of America	Eagle Test Systems (Block)	2881110	29-Aug-03	09 Int.	

<u>Jurisdiction</u>	<u>Mark Title</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Class</u>	<u>WGS File Ref.</u>
United States of America	CHAMELEON	3525785	28-Oct-08 Renewal due by 4/28/2015	09 Int.	T0529.20025US00
United States of America	SMARTPIN	3532829	11-Nov-08 Renewal due by 5/11/2015	09 Int.	T0529.20026US00

**Registered Trademarks of Nextest Systems Corporation:**

<u>Jurisdiction</u>	<u>Mark Title</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Class</u>	<u>WGS File Ref.</u>
United States of America	Nextest (Block)	3040252	14-Apr-04	41 Int., 42 Int.	T0529.20036US01
United States of America	Nextest (Block)	3026946	14-Apr-04	09 Int.	T0529.20036US00