

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM483870

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ENERGID TECHNOLOGIES CORPORATION		05/14/2018	Corporation:
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC		
Street Address:	745 Seventh Avenue		
Internal Address:	8th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Public Limited Company: GREAT BRITAIN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4567185	CYTON	
Registration Number:	4825814	ACTIN	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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>			
Phone:	212.310.8000		
Email:	juan.arias@weil.com		
Correspondent Name:	Vaishali Mahna		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	Mahna Vaishali-21151.0137		
NAME OF SUBMITTER:	Vaishali Mahna		
SIGNATURE:	/Vaishali Mahna/		
DATE SIGNED:	07/30/2018		
Total Attachments: 6			
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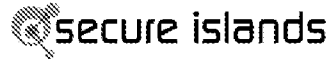
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement") dated May 14, 2018, is made by the Person listed on the signature page hereof (the "Grantor") 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 the Grantors from time to time party thereto and the Collateral Agent.

Whereas, under the terms of the Guarantee Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, 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, the 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. The 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 the Grantor under this Trademark Security Agreement is made to secure the Payment in Full of the Obligations of the Grantor now or hereafter existing under the Guarantee Agreement.

SECTION 4. Recordation. The 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 the Grantor in accordance with Section 8.15 of

the Guarantee Agreement, deliver to the Grantor 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.

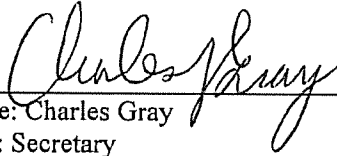
SECTION 7. Guarantee Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Guarantee Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent 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.

[Remainder of this page intentionally left blank]

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

ENERGID TECHNOLOGIES CORPORATION,
as Grantor

By: 
Name: Charles Gray
Title: Secretary

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006415 FRAME: 0670

BARCLAYS BANK PLC, as Collateral Agent

By: Robert Walsh

Name:

Robert Walsh

Title:

Assistant Vice President

SCHEDULE A

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Cyton	4567185	07/15/2014
Actin	4825814	10/06/2015

NAI-1503595327v3