

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM492165

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Xcerra Corporation		10/01/2018	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch, As Collateral Agent		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	German banking corporation: GERMANY		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	5277017	ACCORDION	
Registration Number:	2553252	BANTAM PAK	
Registration Number:	2571852	BANTAM	
Registration Number:	2738808	DURAPAK	
Registration Number:	3167564	ECT	
Registration Number:	1838309	EVERETT CHARLES TECHNOLOGIES	
Registration Number:	3167563	ECT	
Registration Number:	1467094	FASTITE	
Registration Number:	4003369	I M A	
Registration Number:	4523554	LINKSOCKET	
Registration Number:	4215510	LTXC	
Registration Number:	3946845	LTX-CREDENCE	
Registration Number:	3946846	LTX CREDENCE	
Registration Number:	2680883	MINI-MITE	
Registration Number:	0916181	POGO	
Registration Number:	1608864	TTI TESTRON	
Registration Number:	4029508	XC	
Registration Number:	5513947	XCERRA	
Registration Number:	5541458	XCERRA	
TRADEMARK			

CH \$540.00 5277017

Property Type	Number	Word Mark
Registration Number:	5513948	XCERRA
Registration Number:	3807010	ZIP

CORRESPONDENCE DATA

Fax Number:

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: 212-819-2655
Email: iprecordations@whitecase.com
Correspondent Name: Peter Giovine/White & Case LLP
Address Line 1: 1221 Avenue of the Americas
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	1111779-3025-BC15
NAME OF SUBMITTER:	Peter Giovine
SIGNATURE:	/Peter Giovine/
DATE SIGNED:	10/01/2018

Total Attachments: 7

source=Project Xavier - Trademark Security Agreement - Xcerra Corporation#page1.tif
source=Project Xavier - Trademark Security Agreement - Xcerra Corporation#page2.tif
source=Project Xavier - Trademark Security Agreement - Xcerra Corporation#page3.tif
source=Project Xavier - Trademark Security Agreement - Xcerra Corporation#page4.tif
source=Project Xavier - Trademark Security Agreement - Xcerra Corporation#page5.tif
source=Project Xavier - Trademark Security Agreement - Xcerra Corporation#page6.tif
source=Project Xavier - Trademark Security Agreement - Xcerra Corporation#page7.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of October 1, 2018 (this “**Agreement**”), is made by the signatory hereto indicated as a “Grantor” (a “**Grantor**”) in favor of DEUTSCHE BANK AG NEW YORK BRANCH, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the “**Agent**”).

WHEREAS, the Grantor entered into a Pledge and Security Agreement dated as of October 1, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantor and each of the other grantors from time to time party thereto and the Agent, pursuant to which the Grantor granted to the Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, the Grantor agreed to execute and deliver this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement (as defined in the Security Agreement).

SECTION 2. Grant of Security Interest in Trademark Collateral**Section 2.1 Grant of Security.**

The Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the Trademarks of the Grantor set forth on Schedule A attached hereto (collectively, the “**Trademark Collateral**”) as collateral security for the Secured Obligations, including, (a) the registrations and applications therefor, (b) all extensions or renewals of any of the foregoing, (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (e) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit.

Section 2.2 Certain Limited Exclusions.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to (a) any “intent-to-use” trademark or service mark application, filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act with respect thereto (it being understood that after such period such application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral), or (b) any other Excluded Assets.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation

The Grantor authorizes and requests that the Director of the United States Patent and Trademark Office record this Agreement.

SECTION 5. Governing Law, Etc.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTIONS 10.15 (CONSENT TO JURISDICTION) AND 10.16 (WAIVER OF JURY TRIAL) OF THE CREDIT AGREEMENT ARE INCORPORATED HEREIN BY THIS REFERENCE AND SUCH INCORPORATION SHALL SURVIVE ANY TERMINATION OF THE CREDIT AGREEMENT.

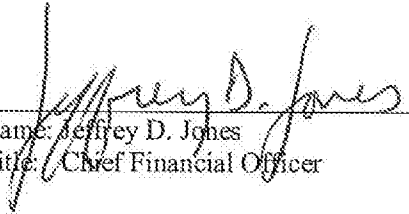
SECTION 6. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of Page Intentionally Left Blank]

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


XCERRA CORPORATION

By: 
Name: Jeffrey D. Jones
Title: Chief Financial Officer

Accepted and Agreed:

DEUTSCHE BANK AG NEW YORK BRANCH, as Agent

By: 
Name: Marguerite Sutton
Title: Vice President

By: 
Name: Alicia Schug
Title: Vice President

[Project Xavier - Signature Page to Trademark Security Agreement]

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

No.	Registered Holder/Grantor	Mark	App./Reg. No.	Status
1	Xcerra Corporation	ACCORDION	5277017	Registered 8/29/2017 Filed 10/15/2015
2	Xcerra Corporation	BANTAM PAK	2553252	Registered 3/26/2002 Filed 5/21/1999
3	Xcerra Corporation	BANTAM	2571852	Registered 5/21/2002 Filed 5/21/1999
4	Xcerra Corporation	DURAPAK	2738808	Registered 7/15/2003 Filed 4/30/2002
5	Xcerra Corporation	ECT	3167564	Registered 11/7/2006 Filed 3/23/2005
6	Xcerra Corporation	EVERETT CHARLES TECHNOLOGIES	1838309	Registered 5/31/1994 Filed 2/6/1992
7	Xcerra Corporation	ECT	3167563	Registered 11/7/2006 Filed 3/23/2005
8	Xcerra Corporation	FASTTE	1467094	Registered 12/1/1987 Filed 1/28/1987
9	Xcerra Corporation	IMA (logo)	4003369	Registered 7/26/2011

No.	Registered Holder/Grantor	Mark	App./Reg. No.	Status
10	Xcerra Corporation	LINKSOCKET	4523554	Filed 3/10/2010 Registered 4/29/2014 Filed 11/20/2012
11	Xcerra Corporation	LTXC	4215510	Registered 9/25/2012 Filed 12/20/2011
12	Xcerra Corporation	LTX-CREDENCE	3946845	Registered 4/19/2011 Filed 3/10/2010
13	Xcerra Corporation	LTX-CREDENCE (logo)	3946846	Registered 4/19/2011 Filed 3/10/2010
14	Xcerra Corporation	MINI-MITE	2680883	Registered 1/28/2003 Filed 4/30/2002
15	Xcerra Corporation	POGO	916181	Registered 7/13/1971 Filed 12/22/1969
16	Xcerra Corporation	TTI TESTRON	1,608,864	Registered 8/7/1990 Filed 1/6/1986
17	Xcerra Corporation	XC (logo)	4029508	Registered 9/20/2011 Filed 3/10/2010
18	Xcerra Corporation	XCERRA	5513947	Registered 7/10/2018 Filed 3/16/2014
19	Xcerra Corporation	XCERRA	5541458	Filed 3/21/2016
20	Xcerra Corporation	XCERRA (logo)	5513948	Registered 7/10/2018 Filed 3/19/2014

No.	Registered Holder/Grantor	Mark	App./Reg. No.	Status
21	Xceerra Corporation	ZIP	3807010	Registered 6/22/2010 Filed 12/2/2009