

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM574786

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Teradyne, Inc.		05/01/2020	Corporation: MASSACHUSETTS
LitePoint Corporation		05/01/2020	Corporation: DELAWARE
Eagle Test Systems, Inc.		05/01/2020	Corporation: DELAWARE
Nextest Systems Corporation		05/01/2020	Corporation: DELAWARE
Energid Technologies Corporation		05/01/2020	Corporation: FLORIDA
AutoGuide, LLC		05/01/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Truist Bank		
<b>Street Address:</b>	303 Peachtree Street, 25th Floor		
<b>Internal Address:</b>	Mail Code 7662		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30308		
<b>Entity Type:</b>	Banking Corporation: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 19</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3764364	NEPTUNE	
<b>Registration Number:</b>	2709152	TERADYNE	
<b>Registration Number:</b>	3255049	FLEX	
<b>Registration Number:</b>	3250770	ULTRA FLEX	
<b>Registration Number:</b>	4536563	IQ	
<b>Registration Number:</b>	4527865	LITEPOINT	
<b>Registration Number:</b>	4477095	"L" AND "P"	
<b>Registration Number:</b>	4036796	IQXSTREAM	
<b>Registration Number:</b>	3798163	MULTICOM	
<b>Registration Number:</b>	3351465	LITEPOINT	
<b>Registration Number:</b>	2911712	IQVIEW	

OP \$490.00 3764364

Property Type	Number	Word Mark
Registration Number:	2881110	EAGLE TEST SYSTEMS
Registration Number:	3040252	NEXTEST
Registration Number:	3026946	NEXTEST
Registration Number:	5855794	ENERGID
Registration Number:	4874415	IQNFC
Registration Number:	4825814	ACTIN
Registration Number:	4567185	CYTON
Registration Number:	3703327	AVINU

**CORRESPONDENCE DATA**

**Fax Number:** 6172484000  
*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:** 617-248-5000  
**Email:** tmadmin@choate.com  
**Correspondent Name:** Sara M. Bauer  
**Address Line 1:** Two International Place  
**Address Line 2:** Choate, Hall & Stewart, LLP  
**Address Line 4:** Boston, MASSACHUSETTS 02110

<b>ATTORNEY DOCKET NUMBER:</b>	2011816-0006
<b>NAME OF SUBMITTER:</b>	Sara M. Bauer
<b>SIGNATURE:</b>	/sara bauer/
<b>DATE SIGNED:</b>	05/05/2020

**Total Attachments: 10**

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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 1, 2020, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of TRUIST BANK, as administrative agent (the "Administrative 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 May 1, 2020 (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"), TRUIST BANK, as Administrative Agent and the other parties party thereto and (ii) the Guarantee and Collateral Agreement, dated as of May 1, 2020 (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 Administrative Agent.

Whereas, under the terms of the Guarantee Agreement, the Grantors have granted to the Administrative 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 Administrative 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 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. 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.

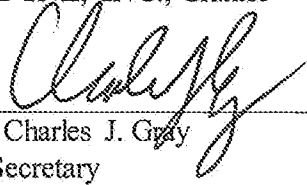
SECTION 6. Guarantee Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Guarantee Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative 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 7. 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 (WITHOUT GIVING EFFECT TO THE CONFLICT OF LAW PRINCIPLES THEREOF) 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.

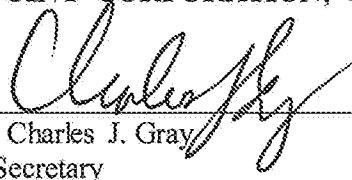
TERADYNE, INC., Grantor

By:   
Name: Charles J. Gray  
Title: Secretary

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006930 FRAME: 0127**

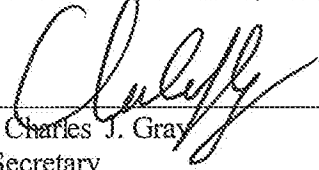
LITEPOINT CORPORATION, Grantor

By:   
Name: Charles J. Gray  
Title: Secretary

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006930 FRAME: 0128**

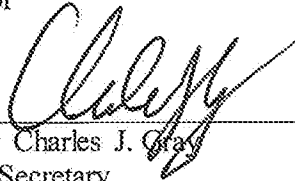
EAGLE TEST SYSTEMS, INC., Grantor

By:   
Name: Charles J. Gray  
Title: Secretary

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006930 FRAME: 0129**

NEXTEST SYSTEMS CORPORATION,  
Grantor

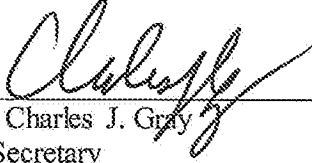
By:   
Name: Charles J. Gray  
Title: Secretary

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006930 FRAME: 0130**

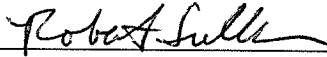


**ENERGID TECHNOLOGIES  
CORPORATION, Grantor**

By:   
Name: Charles J. Gray  
Title: Secretary

[Signature Page to Trademark Security Agreement]

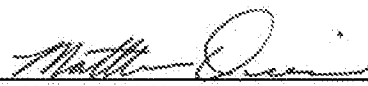
**AUTOGUIDE, LLC, Grantor**

By:   
Name: Robert Sullivan  
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK  
REEL: 006930 FRAME: 0132**

TRUIST BANK, as Administrative Agent

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

Name: Matthew Davis

Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006930 FRAME: 0133**

SCHEDULE A

**Trademarks:**

<u>Loan Party</u>	<u>Trademark</u>	<u>Registration/ Application No.</u>	<u>Registration/ Filing Date</u>	<u>Status</u>
Teradyne, Inc.	Neptune (Design Plus Character(S))	3764364	23-Mar-10	Registered
Teradyne, Inc.	Teradyne (Block)	2709152	22-Apr-03	Registered
Teradyne, Inc.	Flex (Stylized) (Word Mark (Stylized))	3255049	26-Jun-07	Registered
Teradyne, Inc.	Ultra Flex (Block)	3250770	12-Jun-07	Registered
LitePoint Corporation	IQ	4536563	27-May-14	Registered
LitePoint Corporation	LITEPOINT	4527865	13-May-14	Registered
LitePoint Corporation	Design	4477095	4-Feb-14	Registered
LitePoint Corporation	IQXSTREAM	4036796	11-Oct-11	Registered
LitePoint Corporation	MULTICOM	3798163	8-Jun-10	Registered
LitePoint Corporation	LITEPOINT	3351465	11-Dec-07	Registered
LitePoint Corporation	IQ VIEW	2911712	4-Dec-04	Registered
Eagle Test Systems, Inc.	Eagle Test Systems (Block)	2881110	7-Sep-04	Registered
Nextest Systems Corporation	Nextest (Block)	3040252	10-Jan-06	Registered
Nextest Systems Corporation	Nextest (Block)	3026946	13-Dec-05	Registered
Energid Technologies Corporation	ENERGID	5855794	10-Sep-19	Registered
Litepoint Corporation	IQNFC	4874415	22-Dec-15	Registered
Energid Technologies Corporation	ACTIN	4825814	06-Oct-15	Registered
Energid Technologies Corporation	CYTON	4567185	15-Jul-14	Registered
Autoguide, LLC	AVINU	3703327	27-Oct-09	Registered