

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM581323

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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
NATIONAL INSTRUMENTS CORPORATION		06/12/2020	Corporation: DELAWARE
PHASE MATRIX, INC.		06/12/2020	Corporation: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Wells FARGO BANK, NATIONAL ASSOCIATION
<b>Street Address:</b>	1525 West W.T. Harris Blvd.
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28262
<b>Entity Type:</b>	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 87**

Property Type	Number	Word Mark
Registration Number:	5902843	VERISTAND
Registration Number:	5902841	TESTSTAND
Registration Number:	5855835	FLEXLOGGER
Registration Number:	5618289	FIELDDAQ
Registration Number:	5480964	LABVIEW
Registration Number:	5480955	LABVIEW
Registration Number:	5010650	NECTAROS
Registration Number:	5129538	MEGABEE
Registration Number:	5129537	NANOBEE
Registration Number:	5355368	NI TESTSTAND SEMICONDUCTOR MODULE
Registration Number:	4728326	NI-PXIMC
Registration Number:	4698540	ROBORIO
Registration Number:	4698537	ROBORIO
Registration Number:	4509345	DIGILENT
Registration Number:	4396093	NI TESTSTAND
Registration Number:	4490526	DIGILENT
Registration Number:	4446482	PLANET NI A NATIONAL INSTRUMENTS PROGRAM
Registration Number:	4446481	PLANET NI A NATIONAL INSTRUMENTS PROGRAM

**TRADEMARK**

Property Type	Number	Word Mark
Registration Number:	4449886	A NATIONAL INSTRUMENTS COMPANY
Registration Number:	4274665	BEECUBE
Registration Number:	4196804	LABVIEW
Registration Number:	4248384	
Registration Number:	4251401	ETTUS RESEARCH
Registration Number:	4239155	ETTUS RESEARCH
Registration Number:	4193546	NI COMPACTDAQ
Registration Number:	4193545	NI COMPACTDAQ
Registration Number:	4124561	THE SOFTWARE IS THE INSTRUMENT
Registration Number:	4216357	PLANET NI
Registration Number:	4187909	SOURCEADAPT
Registration Number:	4187854	SOURCEADAPT
Registration Number:	4181952	PLANET NI
Registration Number:	4183333	NIWEEK
Registration Number:	4183332	NIWEEK
Registration Number:	4189000	PLANET NI
Registration Number:	5350780	BIG ANALOG DATA
Registration Number:	4045566	USRP
Registration Number:	4546021	A NATIONAL INSTRUMENTS COMPANY
Registration Number:	3002649	COMPACTRIO
Registration Number:	4158227	CDAQ
Registration Number:	3926096	NI FLEXRIO
Registration Number:	3923616	NTS PRESS
Registration Number:	3921014	NI VERISTAND
Registration Number:	3048124	SIGNALEXPRESS
Registration Number:	3039120	TRACERDAQ
Registration Number:	2939331	NI
Registration Number:	2449225	NI.COM
Registration Number:	2423953	IVI
Registration Number:	2520714	MEASUREMENT STUDIO
Registration Number:	2588927	NI DEVELOPER SUITE
Registration Number:	2348021	DIADEM
Registration Number:	2178401	NI-CAN
Registration Number:	2202546	MITE
Registration Number:	2173670	NI-IMAQ
Registration Number:	2250214	PXI
Registration Number:	2059299	LOOKOUT
Registration Number:	2035683	FLEXMOTION

Property Type	Number	Word Mark
Registration Number:	2525441	NI
Registration Number:	2439771	VXIPC
Registration Number:	2224700	FIELDPOINT
Registration Number:	2175671	NI-FBUS
Registration Number:	2150120	SCXI
Registration Number:	2124705	CVI
Registration Number:	2048719	CVI
Registration Number:	2070495	VIRTUALBENCH
Registration Number:	2014909	XMATH
Registration Number:	2002672	MEASURE
Registration Number:	1994955	
Registration Number:	1986910	N NATIONAL INSTRUMENTS
Registration Number:	1985379	NATIONAL INSTRUMENTS
Registration Number:	1986913	N
Registration Number:	1936775	NATIONAL INSTRUMENTS
Registration Number:	1935084	
Registration Number:	1931165	N NATIONAL INSTRUMENTS
Registration Number:	1919405	DASYLAB
Registration Number:	1704651	NAT4882
Registration Number:	1715314	NI-DAQ
Registration Number:	1738080	IOTECH
Registration Number:	1565721	RTSI
Registration Number:	1499324	LABWINDOWS
Registration Number:	1462634	LABVIEW
Registration Number:	1449356	MATRIX
Registration Number:	1598323	NI-488
Registration Number:	1615292	AUTOCODE
Registration Number:	3866610	QUICKSYN
Registration Number:	3840302	PHASE MATRIX
Registration Number:	1138259	EIP
Serial Number:	88876472	USRP HARDWARE DRIVER

**CORRESPONDENCE DATA**

Fax Number: 7045032622

*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: 7045032600

Email: msheehan@kslaw.com

Correspondent Name: King & Spalding LLP

Address Line 1: 300 S. Tryon St., Ste 1700

**TRADEMARK**

**REEL: 006970 FRAME: 0733**

**Address Line 2:** Attn: Moira Sheehan  
**Address Line 4:** Charlotte, NORTH CAROLINA 28202

**ATTORNEY DOCKET NUMBER:** 18464.015151

**NAME OF SUBMITTER:** Moira Sheehan

**SIGNATURE:** /Moira Sheehan/

**DATE SIGNED:** 06/15/2020

**Total Attachments: 9**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 12th day of June, 2020, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, in its capacity as agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of June 12, 2020 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among **NATIONAL INSTRUMENTS CORPORATION**, a Delaware corporation, as borrower ("Borrower"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender"), and Administrative Agent, the Lenders have agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that the Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties, that certain Collateral Agreement, dated as of June, 2020 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1.3 of the Collateral Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants and pledges to Administrative Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party, including those Trademarks referred to on Schedule I, excluding any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark or (iii) right to receive license fees, royalties and other compensation under any Trademark Intellectual Property License.

Notwithstanding anything to the contrary herein, (i) the security interest granted under this Trademark Agreement shall not extend to, and the definition of "Trademark Collateral" and definitions of and references to asset categories in the definition of Collateral and elsewhere in this Trademark Agreement or any agreement entered into or pursuant to this Agreement shall not include, Excluded Assets, (ii) this Trademark Agreement shall not be construed as an assignment of any Intellectual Property and (iii) no provision of this Trademark Agreement including, without limitation, any representation, warranty or covenant shall apply to any Excluded Assets.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secure the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Administrative Agent and the other Secured Parties, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Collateral Agreement, the Collateral Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks (other than with respect to any Excluded Collateral), the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors hereby authorize Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as physical delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed

counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall physically deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

8. CHOICE OF LAW AND VENUE AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JUDICIAL REFERENCE SET FORTH IN SECTION 7.5 OF THE COLLATERAL AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

**NATIONAL INSTRUMENTS  
CORPORATION**, a Delaware corporation

By: Karen M Rapp  
Name: Karen M. Rapp  
Title: Executive Vice President, Chief  
Financial Officer and Treasurer

**PHASE MATRIX, INC.**, a California  
corporation

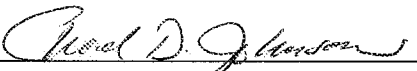
By: Karen M Rapp  
Name: Karen M. Rapp  
Title: Treasurer



**ADMINISTRATIVE AGENT:**

**ACCEPTED AND ACKNOWLEDGED BY:**

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**

By: 

Name: Chad D. Johnson

Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006970 FRAME: 0739**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**Trademark Registrations/Applications**

National Instruments Corporation: See attached exhibit.

Phase Matrix, Inc.: See attached exhibit.

Serial Number	Reg. Number	Word Mark	Check Status	Live/Dead
88876472		USRP HARDWARE DRIVER	TSDR	LIVE
88779241		ENGINEER AMBITIOUSLY	TSDR	LIVE
88779230		ENGINEER AMBITIOUSLY	TSDR	LIVE
88408977	5902843	VERISTAND	TSDR	LIVE
88408884	5902841	TESTSTAND	TSDR	LIVE
88272864	5855835	FLEXLOGGER	TSDR	LIVE
87418856	5618289	FIELDDAQ	TSDR	LIVE
87662357	5480964	LABVIEW	TSDR	LIVE
87662225	5480955	LABVIEW	TSDR	LIVE
86537589	5010650	NECTAROS	TSDR	LIVE
86455234	5129538	MEGABEE	TSDR	LIVE
86455219	5129537	NANOBE	TSDR	LIVE
86241483	5355368	NI TESTSTAND SEMICONDUCTOR MODULE	TSDR	LIVE
86005010	4728326	NI-PXIMC	TSDR	LIVE
86245930	4698540	ROBORIO	TSDR	LIVE
86245832	4698537	ROBORIO	TSDR	LIVE
85879652	4509345	DIGILENT	TSDR	LIVE
85836132	4396093	NI TESTSTAND	TSDR	LIVE
85879678	4490526	DIGILENT	TSDR	LIVE
85789380	4446482	PLANET NI A NATIONAL INSTRUMENTS PROGRA	TSDR	LIVE
85789333	4446481	PLANET NI A NATIONAL INSTRUMENTS PROGRA	TSDR	LIVE
85722814	4449886	A NATIONAL INSTRUMENTS COMPANY	TSDR	LIVE
85599329	4274665	BEECUBE	TSDR	LIVE
85335202	4196804	LABVIEW	TSDR	LIVE
85340975	4248384		TSDR	LIVE
85482280	4251401	ETTUS RESEARCH	TSDR	LIVE
85482264	4239155	ETTUS RESEARCH	TSDR	LIVE
85464373	4193546	NI COMPACTDAQ	TSDR	LIVE
85464363	4193545	NI COMPACTDAQ	TSDR	LIVE

85322027	4124561 THE SOFTWARE IS THE INSTRUMENT	TSDR	LIVE
85341300	4216357 PLANET NI	TSDR	LIVE
85359262	4187909 SOURCEADAPT	TSDR	LIVE
85342899	4187854 SOURCEADAPT	TSDR	LIVE
85339071	4181952 PLANET NI	TSDR	LIVE
85496536	4183333 NIWEEK	TSDR	LIVE
85496500	4183332 NIWEEK	TSDR	LIVE
85334942	4189000 PLANET NI	TSDR	LIVE
85851020	5350780 BIG ANALOG DATA	TSDR	LIVE
85318374	4045566 USRP	TSDR	LIVE
85722891	4546021 A NATIONAL INSTRUMENTS COMPANY	TSDR	LIVE
78273977	3002649 COMPACTRIO	TSDR	LIVE
77939739	4158227 CDAQ	TSDR	LIVE
77592070	3926096 NI FLEXRIO	TSDR	LIVE
77591985	3923616 NTS PRESS	TSDR	LIVE
77917802	3921014 NI VERISTAND	TSDR	LIVE
76622963	3048124 SIGNALEXPRESS	TSDR	LIVE
76582308	3039120 TRACERDAQ	TSDR	LIVE
76564398	2939331 NI	TSDR	LIVE
76050597	2449225 NI.COM	TSDR	LIVE
75624284	2423953 IVI	TSDR	LIVE
75686829	2520714 MEASUREMENT STUDIO	TSDR	LIVE
75686827	2588927 NI DEVELOPER SUITE	TSDR	LIVE
75409116	2348021 DIADENI	TSDR	LIVE
75317299	2178401 NI-CAN	TSDR	LIVE
75246947	2202546 MITE	TSDR	LIVE
75165196	2173670 NI-IMAQ	TSDR	LIVE
75277330	2250214 PXI	TSDR	LIVE
75111232	2059299 LOOKOUT	TSDR	LIVE
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75467267	2525441 NI	TSDR	LIVE
75408158	2439771 VXIPC	TSDR	LIVE
75237571	2224700 FIELDPOINT	TSDR	LIVE

75216994	2175671 NI-FBUS	TSDR	LIVE
75102467	2150120 SCXI	TSDR	LIVE
74726313	2124705 CVI	TSDR	LIVE
74725870	2048719 CVI	TSDR	LIVE
74701917	2070495 VIRTUALBENCH	TSDR	LIVE
74658115	2014909 XMATH	TSDR	LIVE
74701907	2002672 MEASURE	TSDR	LIVE
74669628	1994955	TSDR	LIVE
74673735	1986910 N NATIONAL INSTRUMENTS	TSDR	LIVE
74674195	1985379 NATIONAL INSTRUMENTS	TSDR	LIVE
74674196	1986913 N	TSDR	LIVE
74565583	1936775 NATIONAL INSTRUMENTS	TSDR	LIVE
74565582	1935084	TSDR	LIVE
74565581	1931165 N NATIONAL INSTRUMENTS	TSDR	LIVE
74554438	1919405 DASYLAB	TSDR	LIVE
74166044	1704651 NAT4882	TSDR	LIVE
74226517	1715314 NI-DAQ	TSDR	LIVE
74174954	1738080 IOTECH	TSDR	LIVE
73792375	1565721 RTSI	TSDR	LIVE
73684880	1499324 LABWINDOWS	TSDR	LIVE
73651913	1462634 LABVIEW	TSDR	LIVE
73567375	1449356 MATRIX	TSDR	LIVE
73815361	1598323 NI-488	TSDR	LIVE
73780748	1615292 AUTOCODE	TSDR	LIVE
77854943	3866610 QUICKSYN	TSDR	LIVE
77845944	3840302 PHASE MATRIX	TSDR	LIVE
73174238	1138259 EIP	TSDR	LIVE

TRADEMARK

REEL: 006970 FRAME: 0743

RECORDED: 06/15/2020