

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM654858

<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>
NATIONAL INSTRUMENTS CORPORATION		06/18/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<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		
<b>PROPERTY NUMBERS Total: 91</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5902843	VERISTAND	
<b>Registration Number:</b>	5902841	TESTSTAND	
<b>Registration Number:</b>	5855835	FLEXLOGGER	
<b>Registration Number:</b>	5618289	FIELDDAQ	
<b>Registration Number:</b>	5480964	LABVIEW	
<b>Registration Number:</b>	5480955	LABVIEW	
<b>Registration Number:</b>	5010650	NECTAROS	
<b>Registration Number:</b>	5129538	MEGABEE	
<b>Registration Number:</b>	5129537	NANOBEE	
<b>Registration Number:</b>	5355368	NI TESTSTAND SEMICONDUCTOR MODULE	
<b>Registration Number:</b>	4728326	NI-PXIMC	
<b>Registration Number:</b>	4698540	ROBORIO	
<b>Registration Number:</b>	4698537	ROBORIO	
<b>Registration Number:</b>	4509345	DIGILENT	
<b>Registration Number:</b>	4396093	NI TESTSTAND	
<b>Registration Number:</b>	4490526	DIGILENT	
<b>Registration Number:</b>	4446482	PLANET NI A NATIONAL INSTRUMENTS PROGRAM	
<b>Registration Number:</b>	4446481	PLANET NI A NATIONAL INSTRUMENTS PROGRAM	
<b>Registration Number:</b>	4449886	A NATIONAL INSTRUMENTS COMPANY	
<b>TRADEMARK</b>			

OP \$2290.00 5902843

Property Type	Number	Word Mark
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
Registration Number:	2525441	NI

Property Type	Number	Word Mark
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:	6239460	NI
Registration Number:	6239459	NI
Registration Number:	6239458	NI
Registration Number:	6239453	NI
Serial Number:	88876472	USRP HARDWARE DRIVER
Serial Number:	88779241	ENGINEER AMBITIOUSLY
Serial Number:	88779230	ENGINEER AMBITIOUSLY
Serial Number:	90689308	TESTING 1, 2, 3

**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.*

**TRADEMARK**

**REEL: 007330 FRAME: 0945**

**Phone:** 7045032600  
**Email:** msheehan@kslaw.com  
**Correspondent Name:** King & Spalding LLP  
**Address Line 1:** 300 S. Tryon St., Ste 1700  
**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:** 06/18/2021

**Total Attachments: 9**

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**AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 18<sup>th</sup> day of June, 2021, 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 Administrative Agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, “Administrative Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement dated as of June 18, 2021 (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 Amended and Restated Collateral Agreement, dated as of June 18, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Collateral Agreement”); and

WHEREAS, the Grantors and the Administrative Agent previously entered into a Trademark Security Agreement, dated as of June 12, 2020 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Existing Trademark Security Agreement”) and the parties hereto desire to amend and restate the Existing Trademark Security 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 Trademark Security 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 TRADEMARK SECURITY 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 TRADEMARK SECURITY 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*.

9. AMENDMENT AND RESTATEMENT. As of the date hereof, the terms, conditions, agreements, covenants, representations and warranties set forth in the Existing Trademark Security Agreement are hereby amended, restated, restructured, replaced and superseded in their entirety by the terms, conditions, agreements, covenants, representations and warranties set forth in this Trademark Security Agreement. The parties hereto acknowledge and agree, however, that (i) this Trademark Security Agreement does not constitute a novation, payment and reborrowing or termination of the Secured Obligations arising under or pursuant to the Existing Trademark Security Agreement as in effect immediately prior to the effectiveness of this Trademark Security Agreement, (ii) such Secured Obligations arising under or pursuant to the Existing Trademark Security Agreement are in all respects continuing with only the terms being modified as provided in this Trademark Security Agreement, (iii) the Liens and security interests in favor of the Administrative Agent for the benefit of the Secured Parties securing payment of such Secured Obligations arising under or pursuant to the Existing Trademark Security Agreement are in all respects continuing and in full force and effect with respect to all Secured Obligations and shall not in any manner be impaired, limited, terminated, waived or released by virtue of the amendment and restatement of any of the Existing Trademark Security Agreement and the other Loan Documents on the date hereof, and (iv) unless otherwise expressly stated in any Loan Document entered into on or after the date hereof, all references to the "Trademark Security Agreement" in the other Loan Documents shall be deemed to refer without further amendment to this Trademark Security Agreement.

[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: PY Andrade  
Name/Pedro Andrade  
Title: Vice President, Global Tax and  
Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK  
REEL: 007330 FRAME: 0951

**ADMINISTRATIVE AGENT:**

**ACCEPTED AND ACKNOWLEDGED BY:**

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**

By: *Chad D. Johnson*

Name: Chad D. Johnson

Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007330 FRAME: 0952**

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

National Instruments Corporation: See attached exhibit.

# Trademark Registrations

	Serial Number	Reg. Number	Word Mark	Check Status	Live/Dead
1	88876472		USRP HARDWARE DRIVER	TSDR	LIVE
2	88779241		ENGINEER AMBITIOUSLY	TSDR	LIVE
3	88779230		ENGINEER AMBITIOUSLY	TSDR	LIVE
4	88408977	5902843	VERISTAND	TSDR	LIVE
5	88408884	5902841	TESTSTAND	TSDR	LIVE
6	88272864	5855835	FLEXLOGGER	TSDR	LIVE
7	87418856	5618289	FIELDDAQ	TSDR	LIVE
8	87652357	5480964	LABVIEW	TSDR	LIVE
9	87652225	5480955	LABVIEW	TSDR	LIVE
10	86537589	5010650	NECTAROS	TSDR	LIVE
11	86455234	5129538	MEGABEE	TSDR	LIVE
12	86455219	5129537	NANOBEE	TSDR	LIVE
13	86241483	5355368	NI TESTSTAND SEMICONDUCTOR MODULE	TSDR	LIVE
19	86005010	4728326	NI-PXIMC	TSDR	LIVE
20	86245930	4698540	ROBORIO	TSDR	LIVE
21	86245832	4698537	ROBORIO	TSDR	LIVE
22	85879652	4509245	DIGILENT	TSDR	LIVE
23	85836132	4396093	NI TESTSTAND	TSDR	LIVE
24	85879678	4490526	DIGILENT	TSDR	LIVE
25	85789380	4446482	PLANET NI A NATIONAL INSTRUMENTS PROGRAM	TSDR	LIVE
26	85789333	4446481	PLANET NI A NATIONAL INSTRUMENTS PROGRAM	TSDR	LIVE
27	85722814	4449886	A NATIONAL INSTRUMENTS COMPANY	TSDR	LIVE
29	85599329	4274665	BEECUBE	TSDR	LIVE
30	85335202	4196804	LABVIEW	TSDR	LIVE
31	85340975	4248384		TSDR	LIVE
32	85492280	4251401	ETTUS RESEARCH	TSDR	LIVE
33	85492264	4239155	ETTUS RESEARCH	TSDR	LIVE
34	85454373	4193546	NI COMPACTDAQ	TSDR	LIVE
35	85454363	4193545	NI COMPACTDAQ	TSDR	LIVE
36	85322027	4124561	THE SOFTWARE IS THE INSTRUMENT	TSDR	LIVE
37	85341300	4216357	PLANET NI	TSDR	LIVE
39	85359262	4187908	SOURCEADAPT	TSDR	LIVE
40	85342899	4187854	SOURCEADAPT	TSDR	LIVE
41	85339071	4181952	PLANET NI	TSDR	LIVE
42	85496536	4183333	NIWEEK	TSDR	LIVE
43	85496500	4183332	NIWEEK	TSDR	LIVE
44	85334942	4189008	PLANET NI	TSDR	LIVE
45	85851020	5350788	BIG ANALOG DATA	TSDR	LIVE
46	85318374	4045566	USRP	TSDR	LIVE
48	85722891	4546021	A NATIONAL INSTRUMENTS COMPANY	TSDR	LIVE
50	78273977	3002649	COMPACTRIO	TSDR	LIVE
53	77929739	4158227	CDAQ	TSDR	LIVE
54	77592070	3926096	NI FLEXRIO	TSDR	LIVE
55	77591985	3923616	NTS PRESS	TSDR	LIVE
56	77917802	3921014	NI VERISTAND	TSDR	LIVE
60	76622963	3048124	SIGNALEXPRESS	TSDR	LIVE
61	76582308	3039120	TRACERDAQ	TSDR	LIVE
62	76564398	2939331	NI	TSDR	LIVE
63	76050597	2449225	NI.COM	TSDR	LIVE
64	75624284	2423953	IVI	TSDR	LIVE
66	75686829	2520714	MEASUREMENT STUDIO	TSDR	LIVE
67	75686827	2588927	NI DEVELOPER SUITE	TSDR	LIVE
68	75409116	2348021	DIADDEM	TSDR	LIVE

## Exhibit 3.8(a)

69	75317299	2178401	NI-CAN	TSDR	LIVE
70	75246947	2202546	MITE	TSDR	LIVE
71	75165196	2173670	NI-IMAO	TSDR	LIVE
72	75277330	2250214	PXI	TSDR	LIVE
73	75111232	2059299	LOOKOUT	TSDR	LIVE
74	75075391	2035683	FLEXMOTION	TSDR	LIVE
75	75467267	2525441	NI	TSDR	LIVE
76	75408158	2439771	VXIPC	TSDR	LIVE
77	75237571	2224700	FIELDPOINT	TSDR	LIVE
78	75216994	2175671	NI-FBUS	TSDR	LIVE
79	75102467	2150120	SCXI	TSDR	LIVE
80	74726313	2124705	CVI	TSDR	LIVE
81	74725870	2048719	CVI	TSDR	LIVE
82	74701917	2070495	VIRTUALBENCH	TSDR	LIVE
83	74658115	2014909	XMATH	TSDR	LIVE
84	74701907	2002672	MEASURE	TSDR	LIVE
85	74659628	1994955		TSDR	LIVE
86	74673735	1996910	N NATIONAL INSTRUMENTS	TSDR	LIVE
87	74674195	1995379	NATIONAL INSTRUMENTS	TSDR	LIVE
88	74674196	1996913	N	TSDR	LIVE
89	74565583	1936775	NATIONAL INSTRUMENTS	TSDR	LIVE
90	74565582	1935084		TSDR	LIVE
91	74565581	1931165	N NATIONAL INSTRUMENTS	TSDR	LIVE
92	74554438	1919405	DASYLAB	TSDR	LIVE
93	74166044	1704651	NAT4882	TSDR	LIVE
94	74226517	1715314	NI-DAQ	TSDR	LIVE
95	74174954	1738080	IOTECH	TSDR	LIVE
96	73792375	1565721	RTSI	TSDR	LIVE
97	73684880	1499324	LABWINDOWS	TSDR	LIVE
98	73651913	1462634	LABVIEW	TSDR	LIVE
99	73567375	1449356	MATRIX	TSDR	LIVE
100	73815361	1598323	NI-488	TSDR	LIVE
101	73780748	1615292	AUTOCODE	TSDR	LIVE
102	90689308		TESTING 1, 2, 3	TSDR	LIVE
103	90002486	6239460	NI	TSDR	LIVE
104	90002478	6239459	NI	TSDR	LIVE
105	90002466	6239458	NI	TSDR	LIVE
106	90002434	6239453	NI	TSDR	LIVE