

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Universal Instruments Corporation	01/06/2011
RECEIVING PARTY DATA	
Name:	Patriarch Partners Agency Services LLC, as the Administrative Agent
Street Address:	32 Avenue of the Americas
Internal Address:	17th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7836582
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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ATTORNEY DOCKET NUMBER:	223194-615003
NAME OF SUBMITTER:	Danielle R. Olivotto

Total Attachments: 4
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of January 6, 2011 (this "Agreement"), is made by Universal Instruments Corporation, a Delaware corporation (the "Grantor"), in favor of PATRIARCH PARTNERS AGENCY SERVICES, LLC., as the administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to a Credit Agreement, dated as of November 6, 2006 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among VS ACQUISITION HOLDING CO., a Delaware corporation ("VS Parent Guarantor"), UI ACQUISITION HOLDING CO. ("UI Parent Guarantor," together with VS Parent Guarantor, the "Parent Guarantors"), VS HOLDING CO., a Delaware corporation ("VS Company"), UI HOLDING CO., a Delaware corporation ("UI Company," together with VS Company, the "Borrowers"), the financial institutions from time to time party thereto as lenders (the "Lenders") and the Administrative Agent, the Lenders and the Issuers have extended Commitments to make Credit Extensions to the Borrowers;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Pledge and Security Agreement in favor of the Administrative Agent, dated as of November 6, 2006 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Patent Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the Grantor's right, title and interest throughout the world, whether now or hereafter existing or acquired by the Grantor, in and to the following (Patent Collateral):

(a) inventions and discoveries, whether patentable or not, all letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing, including all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, including all patents issued by, or patent applications filed with, the United States Patent and Trademark Office or any patent office anywhere in the world ("Patents"), including each Patent and Patent application referred to in Item A of Schedule I;

(b) all licenses and other agreements for the grant by or to the Grantor of any rights under or interest in any Patent (each a "Patent License"), including each Patent License referred to in Item B of Schedule I;

(c) the right to sue third parties for past, present and future infringements of any Patent or Patent application, and for breach or enforcement of any Patent License; and

(d) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

Notwithstanding the foregoing, Patent Collateral shall not include those items set forth in clauses (i) through (v) of Section 2.1 of the Security Agreement.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Patent Collateral with the United States Patent and Trademark Office and any patent office anywhere in the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the Disposition of Patent Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Patent Collateral (in the case of clause (i)) or (B) all Patent Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Administrative Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Patent Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantor such Documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile (or other electronic transmission) shall be effective as delivery of a manually executed counterpart of this Agreement.

* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its Authorized Officer as of the date first above written.

Universal Instruments Corporation

By: Keith S. O'Leary
Name: Keith O'Leary
Title: CFO

PATRIARCH PARTNERS AGENCY SERVICES, LLC.,
as Administrative Agent

By: _____
Name:
Title:

Schedule I to Patent Security Agreement
 Item A
 for Universal Instruments Corporation

Issued Patents		Pending Patent Applications					
UIC #	Country	Serial / Patent No.	Title	Owner	Issue Date	App. Date	Inventors
UIC235US	US	7836582	Simplified Printed Circuit Board Handling System	Universal Instruments Corporation	11/23/10	12/12/06	K. Gieskes, J. Daneke
UIC228SE	SE	0800870-8	Tetrahedron Rack and Pinion Drive	Universal Instruments Corporation	09/14/10	09/29/06	K. Gieskes, J. Daneke
UIC #	Country	Serial / Patent No.	Title	Owner	Issue Date	App. Date	Inventors