

## PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY
CONVEYING PARTY DATA	
Name	Execution Date
GE Corporate Finance Bank S.A.S., London Branch	09/15/2011
RECEIVING PARTY DATA	
Name:	New Nucletron Company B.V.
Street Address:	Waardgelder 1
City:	Veenendaal
State/Country:	NETHERLANDS
Postal Code:	3905 TH
Name:	Nucletron B.V.
Street Address:	Waardgelder 1
City:	Veenendaal
State/Country:	NETHERLANDS
Postal Code:	3905 TH
Name:	Nucletron Holding B.V.
Street Address:	Waardgelder 1
City:	Veenendaal
State/Country:	NETHERLANDS
Postal Code:	3905 TH
Name:	Nucletron Intellectual Property B.V.
Street Address:	Waardgelder 1
City:	Veenendaal
State/Country:	NETHERLANDS
Postal Code:	3905 TH
Name:	Nucletron International B.V.
Street Address:	Waardgelder 1

OP \$80.00 8145290

City:	Veenendaal
State/Country:	NETHERLANDS
Postal Code:	3905 TH

Name:	Nucletron Operations B.V.
Street Address:	Waardgelder 1
City:	Veenendaal
State/Country:	NETHERLANDS
Postal Code:	3905 TH

Name:	New Nucletron AB
Street Address:	Klostergatan 12
City:	Uppsala
State/Country:	SWEDEN
Postal Code:	751 47

Name:	New Nucletron US Corporation
Street Address:	8671 Robert Fulton Drive
City:	Columbia
State/Country:	MARYLAND
Postal Code:	21046

Name:	New Nucletron UK Limited
Street Address:	Nucletron House, Chowley Oak
Internal Address:	Tattenhall
City:	Chester
State/Country:	UNITED KINGDOM
Postal Code:	CH3 9EX

Name:	New Nucletron S.R.L.
Street Address:	Viale Elvezia no. 52
Internal Address:	Monza
City:	Milan
State/Country:	ITALY
Postal Code:	20052

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	8145290

Patent Number:

8133166

**CORRESPONDENCE DATA**

Fax Number: (202)408-4400

Phone: 202-408-4000

Email: lisa.dameron@finnegan.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Timothy J. May

Address Line 1: 901 New York Avenue, N.W.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20001

ATTORNEY DOCKET NUMBER:

10943.0999-00000

NAME OF SUBMITTER:

Lisa A. Dameron

**Total Attachments: 15**

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DATED 15 SEPTEMBER 2011

- (1) NEW NUCLETRON COMPANY B.V.
- (2) NUCLETRON B.V.
- (3) NUCLETRON HOLDING B.V.
- (4) NUCLETRON INTELLECTUAL PROPERTY B.V.
- (5) NUCLETRON INTERNATIONAL B.V.
- (6) NUCLETRON OPERATIONS B.V.
- (7) NEW NUCLETRON AB
- (8) NEW NUCLETRON US CORPORATION
- (9) NEW NUCLETRON UK LIMITED
- (10) NEW NUCLETRON S.R.L.

each as Released Party

- and -

**GE CORPORATE FINANCE BANK S.A.S., LONDON BRANCH**  
as Releasing Party

## DEED OF RELEASE

---

DLA Piper Netherlands N.V.  
Gebouw 'MeerParc'  
Amstelveenseweg 638  
1081 JJ Amsterdam  
Netherlands  
Tel: +31 (0) 20 5419888  
Fax: +31 (0) 20 5419997

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THIS DEED OF RELEASE is made on 15 SEPTEMBER 2011

**BETWEEN**

- (1) New Nucletron Company B.V., a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*), incorporated under Netherlands law, having its corporate seat (*statutaire zetel*) in Veenendaal, the Netherlands, its address at Waardgelder 1, (3905 TH) Veenendaal, the Netherlands and registered with the Chamber of Commerce of Midden-Nederland under number 27303235 (the **Released Party (1)**);
- (2) Nucletron B.V., a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*), incorporated under Netherlands law, having its corporate seat (*statutaire zetel*) in Veenendaal, the Netherlands, its address at Waardgelder 1, (3905 TH) Veenendaal, the Netherlands and registered with the Chamber of Commerce of Midden-Nederland under number 30085856 (the **Released Party (2)**);
- (3) Nucletron Holding B.V., a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*), incorporated under Netherlands law, having its corporate seat (*statutaire zetel*) in Gemeente Veenendaal, the Netherlands, its address at Waardgelder 1, (3905 TH) Veenendaal, the Netherlands and registered with the Chamber of Commerce of Midden-Nederland under number 27155770 (the **Released Party (3)**);
- (4) Nucletron Intellectual Property B.V., a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*), incorporated under Netherlands law, having its corporate seat (*statutaire zetel*) in Delft, the Netherlands, its address at Waardgelder 1, (3905 TH) Veenendaal, the Netherlands and registered with the Chamber of Commerce of Midden-Nederland under number 30122243 (the **Released Party (4)**);
- (5) Nucletron International B.V., a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*), incorporated under Netherlands law, having its corporate seat (*statutaire zetel*) in Veenendaal, the Netherlands, its address at Waardgelder 1, (3905 TH) Veenendaal, the Netherlands and registered with the Chamber of Commerce of Midden-Nederland under number 27230350 (the **Released Party (5)**);
- (6) Nucletron Operations B.V., a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*), incorporated under Netherlands law, having its corporate seat (*statutaire zetel*) in Veenendaal, the Netherlands, its address at Waardgelder 1, (3905 TH) Veenendaal, the Netherlands and registered with the Chamber of Commerce of Midden-Nederland under number 30129540 (the **Released Party (6)**);
- (7) New Nucletron AB, a company organised under the laws of Sweden (registered number 556735-2959 whose registered office is at Kloostergatan 12, 751 47 Uppsala, Sweden (the **Released Party (7)**);
- (8) New Nucletron US Corporation, a Delaware corporation, having a mailing address at 8671 Robert Fulton Drive, Columbia, Maryland 21046 (the **Released Party (8)**);
- (9) New Nucletron UK Limited, a limited liability company incorporated under the laws of England and Wales with company number 06319468 and whose registered office is at Nucletron House, Chowley Oak, Tattenhall, Chester CH3 9EX (the **Released Party (9)**);

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**PATENT**

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- (10) New Nucletron S.R.L., a limited liability company incorporated under the laws of Italy, registered with company number 05834970963 (the **Released Party (10)**);  
**and**
- (11) GE Corporate Finance Bank S.A.S., London Branch, 50 Berkeley Street, 6th floor, London, W1J 8HA, United Kingdom (the **"Releasing Party"**).

## **BACKGROUND**

- A The Released Parties have provided the Security Rights under the Security Documents as security for the obligations of the Released Parties towards the Releasing Party under the Underlying Agreements.
- B The Releasing Party wishes to release the Security Rights subject to the terms and conditions as contained in this Deed of Release.
- C Parties accordingly agree as follows.

## **1. DEFINITIONS AND INTERPRETATION**

### **1.1 Definitions**

In this Deed of Release:

**"Business Day"** means any day (which is not a Saturday or Sunday) on which banks are open for business in Amsterdam, the Netherlands;

**"CC"** means the Dutch Civil Code (*Burgerlijk Wetboek*);

**"Credit Agreement"** means the Senior Term and Multi Currency Revolving Facilities Agreement, dated 3 August 2007, between, amongst others, the Releasing Party and the Released Parties, as amended from time to time;

**"Deed of Release"** means this deed of release, as amended from time to time;

**"Dutch Released Party"** means each of Released Party (1), Released Party (2), Released Party (3), Released Party (4), Released Party (5) and Released Party (6) as defined in the preamble to this Deed of Release;

**"Effective Time"** means immediately prior to the execution of the Transfer Deed (as defined in the notary letter dated on or about the date of this Deed of Release, from a (deputy) civil law notary of Allen & Overy LLP (Amsterdam office) and addressed to, amongst others, AlInvest Partners Direct Investments 2003 C.V., Elekta Instrument AB and GE Corporate Finance Bank SAS);

**"Execution Date"** means, in respect of this Deed of Release, the date specified on the first page of this Deed of Release;

**"Foreign Released Party"** means each of Released Party (7), Released Party (8), Released Party (9) and Released Party (10) as defined in the preamble to this Deed of Release;

**"Parties"** means the Released Parties and the Releasing Party, and **"Party"** means the relevant one of them, as the context requires;

**"Releasing Party"** has the meaning ascribed to such term in means in the preamble to this Deed of Release;

**"Released Party"** means each Dutch Released Party and each Foreign Released Party;

**"Security Documents"** means

- A Pledge Agreement of Insurance Claims between the Dutch Released Parties as Pledgors and the Releasing Party as Pledgee, dated 29 August 2007;
- A Pledge Agreement of Bank Accounts between the Dutch Released Parties as Pledgors and the Releasing Party as Pledgee, dated 29 August 2007;
- A Pledge Agreement of Receivables under the Share Purchase Agreement for the Acquisition of the Nucletron Business from Delft Instruments between Released Party (1) and each Foreign Released Party as Pledgors and the Releasing Party as Pledgee, dated 29 August 2007;
- A Pledge Agreement of Moveable Assets between the Dutch Released Parties as Pledgors and the Releasing Party as Pledgee, dated 29 August 2007;
- A Pledge Agreement of Intercompany Receivables between the Dutch Release Parties as Pledgors and the Releasing Party as Pledgee, dated 29 August 2007;
- A Pledge Agreement of Receivables between the Dutch Released Parties as Pledgors and the Releasing Party as Pledgee, dated 29 August 2007;
- A Pledge Agreement of Intellectual Property between the Dutch Released Parties as Pledgors and the Releasing Party as Pledgee, dated 29 August 2007;
- An Agreement and Deed of First Ranking Pledge of Shares in Nucletron Holding B.V. between Released Party (1) as Pledgor, the Releasing Party as Pledgee and Released Party (3) as Company, dated 29 August 2007 (the **Pledge of Shares**); and
- A Deed of Mortgage between Released Party (2) as Mortgagor and the Releasing Party as Mortgagee, dated 29 August 2007 (the **Mortgage**).

**"Security Rights"** means each right of pledge (*pandrecht*) and each right of mortgage (*hypotheek*) created pursuant to any Security Document; and

**"Underlying Agreements"** means the Finance Documents, as defined in the Credit Agreement, between, amongst others, the Releasing Party and the Released Parties, as amended from time to time.

## 1.2 Interpretation

- (a) Clause and Schedule headings used in this Deed of Release are used for convenience only and shall not affect the meaning, construction or interpretation of any (other) provision of this Deed of Release.



- (b) In this Deed of Release, unless a contrary indication appears:
- (i) any reference to a document also refers to any amendment, supplement or restatement thereof and any novation thereof;
  - (ii) any reference to the "Releasing Party" or the "Released Party" or any other person also refers to their respective successors in title, permitted assigns and permitted transferees;
  - (iii) a "person" includes any natural person, legal entity, partnership, firm, trust, association, state, government or governmental or regulatory agency (in each case whether or not having separate legal personality) and any combination of two or more of the aforementioned; and
  - (iv) any reference to (i) the singular shall include a reference to the plural and (ii) one gender shall include a reference to any other genders, and vice versa.
- (c) Except where this Deed of Release expressly provides otherwise:
- (i) a person who is not a Party has no right under Article 6:253 CC to exercise or enforce any term or condition of this Deed of Release; and
  - (ii) where a person has a right under Article 6:253 CC to exercise or enforce a term or condition of this Deed of Release (including, for the avoidance of doubt, that person's rights under this Deed of Release) may be terminated, amended, supplemented or waived without that person's consent.
- (d) No provision of this Deed of Release shall be interpreted against a Party solely as a result of the fact that such Party was responsible for the drafting of such provision.

## 2. RELEASE OF SECURITY RIGHTS

### (a) Release of Security Rights and Released Party

The Releasing Party hereby, with effect from the Effective Time, unconditionally and irrevocably:

- (i) cancels (*zegt op*) within the meaning of section 3:81, subsection 2, paragraph (d) of the CC each Security Right and its powers, rights and claims under each Security Document in their entirety;
- (ii) releases and discharges each Released Party from all undertakings, liabilities and obligations, whether actual or contingent and whether past, present or future under the Security Documents to which it is a party;
- (iii) revokes all powers of attorney, if any, granted in relation to each Released Party; and
- (iv) releases each Obligor (as defined in the Credit Agreement) from all present and future actual and contingent liabilities (including any liability to another obligor) under the Underlying Documents.

The Released Parties hereby accept the release and cancellation provided for in this Clause 2 (*Release of Security Rights*).

(b) **Release of Releasing Parties**

The Released Parties hereby, with effect from the Effective Time, unconditionally and irrevocably release (*doen afstand van*) their rights and claims under each Security Document. The Releasing Party hereby accepts the release provided for in this Clause 2 (*Release of Security Rights*).

**3. FORMALITIES**

- (a) With effect from the Effective Time the Releasing Party authorises each Released Party to remove (*doorhalen*) the right of pledge over its shares granted under the Share Pledge from its shareholders register and agrees to do so by providing the civil law notary who executed the Share Pledge with a copy of this letter.
- (b) With effect from the Effective Time the Releasing Party hereby grants a power of attorney to each (deputy) civil law notary, paralegal, attorney-at-law or notarial assistant of Allen & Overy LLP (Amsterdam office), attorneys-at-law, civil law notaries and tax advisors, acting individually and with the power of substitution, in connection with the provision of sections 3:81 subsection 2, paragraph (c) and (d) and 3:274 subsection 1 of the CC, to:
- (i) execute on its behalf a deed of cancellation of the security rights granted by the Released Party (2) under the Mortgage;
  - (ii) register that deed of cancellation with the Land and Public Registry Agency (*Kadaster*); and
  - (iii) take all further steps required for the cancellation of the security rights granted under the Mortgage.

This power of attorney terminates on 1 November 2011.

**4. EFFECT ON UNDERLYING AGREEMENTS**

Save as otherwise specified herein, this Deed of Release in no way prejudices any provision contained in any Underlying Agreement.

**5. COSTS**

The Released Parties shall bear all costs reasonably incurred in relation to this Deed of Release (including, for the avoidance of doubt, costs relating to the formalities described in paragraph 3 of this Deed of Release and any other costs the Releasing Party may reasonably incur pursuant to or in connection with this Deed of Release).

**6. TERMINATION, SUSPENSION, ANDMENDMENTS AND WAIVERS**

- (a) **No rescission; errors**
- (i) No Party can rescind (*ontbinden*) this Deed of Release.

- (ii) Each Party shall bear the risk of any error (*dwalig*) made by it in relation to this Deed of Release.

**7. NOTICES**

**(a) Communications in writing**

Any communication to be made under or in connection with this Deed of Release shall be made in writing and, unless otherwise stated, may be made by fax or letter.

**(b) Addresses**

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication to be made under or in connection with this Deed of Release is:

- (i) that identified with its name on the signature pages of this Deed of Release; or
- (ii) any substitute address or fax number or department or officer as the Party may notify to the other Party by not less than five Business Days' notice.

**8. GOVERNING LAW AND ENFORCEMENT**

**(a) Governing law**

This Deed of Release (including Clause 8(b) (*Jurisdiction*)) and any non-contractual obligations arising out of or in connection with it are governed by Dutch law.

**(b) Jurisdiction**

- (i) The Courts of Amsterdam, the Netherlands, have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed of Release (including any dispute regarding the existence, validity, termination or amendment of this Deed of Release).
- (ii) This Clause 8(b) (*Jurisdiction*) is for the benefit of the Releasing Party only. As a result, the Releasing Party shall not be prevented from initiating proceedings relating to a dispute as referred to in Clause 8(b) (*Jurisdiction*) in any other court with jurisdiction. To the extent allowed by law, the Releasing Party may initiate concurrent proceedings in any number of jurisdictions.

**(c) Power of attorney**

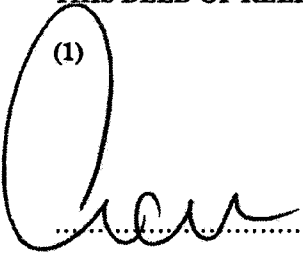
If this Deed of Release is signed on behalf of any Dutch Released Party by an authorised representative under a power of attorney, the existence and extent of the authority of and the effects of the exercise of that authority by the authorised representative is governed by Dutch law.

This letter may be signed in any number of counterparts, which will have the same effect as if the signatures on the counterparts were placed on the same signature page.

*[Signature page follows]*

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THIS DEED OF RELEASE HAS BEEN ENTERED INTO ON THE EXECUTION DATE

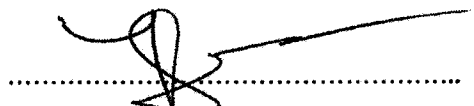
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New Nucletron Company B.V., as Released Party (1)

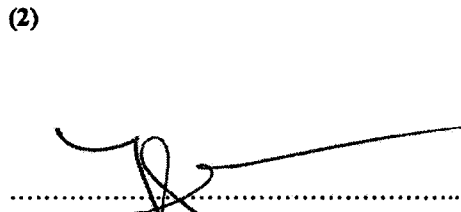
Name: Jos Latiers  
Title: CEO

Address:

Fax number:



.....  
Name: Jan Sigger  
Title: CFO

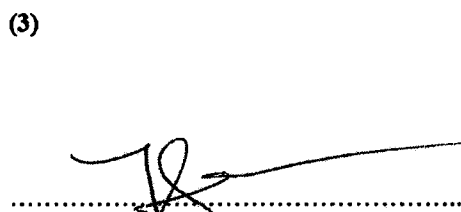
(2)  


.....  
Nucletron B.V., as Released Party (2)

Name: Jan Sigger  
Title: CFO

Address:

Fax number:

(3)  


.....  
Nucletron Holding B.V., as Released Party (3)

Name: Jan Sigger  
Title: CFO

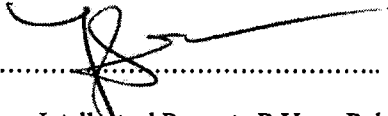
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(4)



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Nucletron Intellectual Property B.V., as Released Party (4)

Name: JAN Siggen

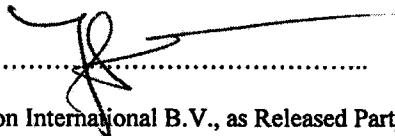
Title: CFO

Address:

Fax number:

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(5)



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Nucletron International B.V., as Released Party (5)

Name: JAN Siggen

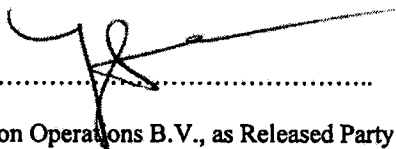
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Address:

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Nucletron Operations B.V., as Released Party (6)

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Name: JAN Siggen

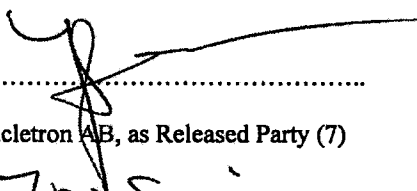
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New Nucletron AB, as Released Party (7)

Name: JAN Siggen

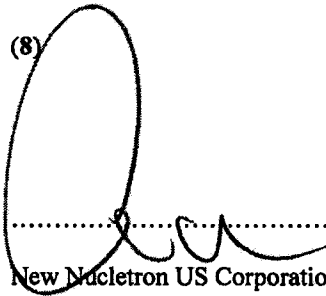
Title: CFO

Address:

Fax number:

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(8)

  
.....  
New Nucletron US Corporation, as Released Party (8)


Name: JOS LAMERS

Title: CEO

Address:

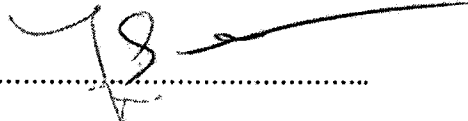
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JAN Siggen  
CFO

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New Nucletron UK Limited, as Released Party (9)

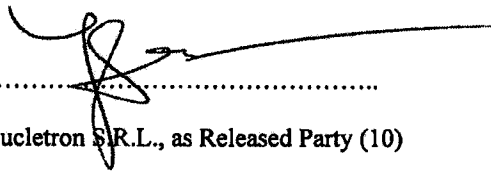
Name: JAN Sijgen

Title: CFO

Address:

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New Nucletron S.R.L., as Released Party (10)

Name: JAN Sijgen

Title: CFO

Address:

Fax number:

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**Releasing Party**

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GE Corporate Finance Bank S.A.S., London Branch, as Releasing Party

Name:

Title:

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New Nucletron UK Limited, as Released Party (9)

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Title:

Address:

Fax number:

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(10)

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New Nucletron S.R.L., as Released Party (10)

Name:



Title:

Address:

Fax number:

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**Releasing Party**

.....  
GE Corporate Finance Bank S.A.S., London Branch, as Releasing Party

Name:

Title: **VERONICA IRLAM**  
**AUTHORISED SIGNATORY**

**TESSA BAPTISTE**  
**AUTHORISED SIGNATORY**

Address: **8-10 THROMINGTON AVENUE LONDON EC2N 2DN**

Fax number: **0207 907 2646**

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RECORDED: 04/20/2012

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