

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7145115

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF INTELLECTUAL PROPERTY SECURITY INTERESTS AT R/F 048357/0067

CONVEYING PARTY DATA

Name	Execution Date
CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT	01/27/2022

RECEIVING PARTY DATA

Name:	BURLE TECHNOLOGIES, LLC
Street Address:	1105 N. MARKET STREET
Internal Address:	PO BOX 8985
City:	WILMINGTON
State/Country:	DELAWARE
Postal Code:	18985
Name:	PHOTONIS DEFENSE, INC.
Street Address:	1000 NEW HOLLAND AVENUE
City:	LANCASTER
State/Country:	PENNSYLVANIA
Postal Code:	17601
Name:	PHOTONIS SCIENTIFIC, INC.
Street Address:	660 MAIN STREET
City:	STURBIRDGE
State/Country:	MASSACHUSETTS
Postal Code:	01566
Name:	PHOTONIS FRANCE SAS
Street Address:	AV. ROGER RONCIER
City:	BRIVE
State/Country:	FRANCE
Postal Code:	19100
Name:	PHOTONIS NETHERLANDS, B.V.
Street Address:	DWAZZIEWEGEN 2
City:	RODEN
State/Country:	NETHERLANDS
Postal Code:	9301 ZR

PROPERTY NUMBERS Total: 31

Property Type	Number
Patent Number:	5440115
Patent Number:	5544772
Patent Number:	5550945
Patent Number:	5568013
Patent Number:	5569355
Patent Number:	5618217
Patent Number:	5625459
Patent Number:	5726076
Patent Number:	5770858
Patent Number:	5997713
Patent Number:	6045677
Patent Number:	6060708
Patent Number:	6239549
Patent Number:	6384519
Patent Number:	6492657
Patent Number:	6657385
Patent Number:	6750153
Patent Number:	6828729
Patent Number:	6958474
Patent Number:	7026177
Patent Number:	7038223
Patent Number:	7081618
Patent Number:	7141787
Patent Number:	7154086
Patent Number:	7555185
Patent Number:	7695978
Patent Number:	8084732
Patent Number:	8384810
Application Number:	12746038
Application Number:	12559109
Application Number:	11922104

CORRESPONDENCE DATA**Fax Number:** (212)751-4864*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:** 2129061209**Email:** JESSICA.BAJADA-SILVA@LW.COM

Correspondent Name: LATHAM & WATKINS LLP, C/O JESSICA BAJADA
Address Line 1: 1271 AVENUE OF THE AMERICAS
Address Line 4: NEW YORK, NEW YORK 10020

ATTORNEY DOCKET NUMBER: 063001-0006

NAME OF SUBMITTER: JESSICA BAJADA-SILVA

SIGNATURE: /s/ Jessica Bajada-Silva

DATE SIGNED: 01/27/2022

Total Attachments: 11

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RELEASE OF INTELLECTUAL PROPERTY SECURITY INTERESTS

This **RELEASE OF INTELLECTUAL PROPERTY SECURITY INTERESTS**, is granted and conveyed as of January 27, 2022 (the "Release") by **CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH**, as Collateral Agent ("Collateral Agent") in favor of **PHOTONIS DEFENSE, INC.**, a corporation of the Commonwealth of Pennsylvania, **PHOTONIS SCIENTIFIC, INC.**, a Delaware corporation, **PHOTONIS NETHERLANDS B.V.**, a *besloten vennootschap met beperkte aansprakelijkheid* incorporated under the laws of The Netherlands under registered number 01152556, having its official seat at Roden, The Netherlands and its principal place of business at Dwaziewegen 2, 9301 ZR Roden, The Netherlands, and **PHOTONIS FRANCE SAS**, a *société par actions simplifiée* incorporated under the laws of the Republic of France under registration number 383 300 597 RCS Brive, with registered capital of Euro 10,000,000, having its registered office at Av. Roger Roncier, 19100 Brive, France (each, a "Grantor," and collectively, "Grantors") and is made with reference to the Credit Agreement and Security Agreement, both dated as of September 18, 2013 (each, as amended from time to time, the "Loan Agreements"), between Collateral Agent, Grantors and the other parties named therein. Terms defined in the Loan Agreements have the same meaning when used in this Release.

WHEREAS, the Collateral Agent and Grantors are parties to an Intellectual Property Security Agreement dated as of September 18, 2013 (the "IP Security Agreement"), which was recorded on September 20, 2013 with the United States Patent and Trademark Office at Reel/Frame 031247/0396 (patents) and 005114/0938 (trademarks);

WHEREAS, the Collateral Agent and some Grantors are parties to an Amended and Restated Security Agreement, dated as of July 1, 2018 (the "A&R IP Security Agreement"), which was recorded on February 16, 2019 with the United States Patent and Trademark Office at Reel/Frame 048357/0067;

WHEREAS, pursuant to the IP Security Agreement and A&R IP Security Agreement, Grantors pledged and granted to Collateral Agent a continuing security interest in, and liens on, their right, title and interest in and to the Intellectual Property Collateral, other than Excluded Property, in each case, as to each type of property described below, whether owned or after-acquired by Grantors, wherever located, and whether existing or arising (collectively, the "Collateral"):

(i) all patents, patent applications, utility models, statutory invention registrations and all inventions claimed or disclosed therein and all improvements thereto set forth in Schedule A hereto (the "Patents");

(ii) all trademarks, trademark applications, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered set forth in Schedule B hereto (provided that no security interest shall be granted in United States "intent-to-use" application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, to the extent that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use application under applicable law, rule or regulation), together, in each case, with the goodwill symbolized thereby (the "Trademarks");

(iii) all copyrights, together with any moral rights, including, without limitation, copyrights in Computer Software (as defined in the Security Agreement),

internet web sites and the content thereof, whether registered or unregistered set forth in Schedule C hereto (the "Copyrights");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantors accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest did not extend to, and the term "Collateral" did not include, any Excluded Property.

WHEREAS, Grantors have paid off all amounts due and owing under the Loan Agreements; and

WHEREAS, Grantors have requested that Collateral Agent terminate, release and reassign its security interest in, to and under all of the Collateral, including, but not limited to, all of the goodwill of the business symbolized thereby.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which the parties acknowledge, Grantors and Collateral Agent hereby agree as follows:

1. All of Collateral Agent's security interests, grants, liens, pledges, mortgages, and other encumbrances of any kind whatsoever created against the Collateral pursuant to the IP Security Agreement and the A&R IP Security Agreement ("Security Interests") are hereby automatically terminated, released and discharged, and the Collateral Agent shall sign any further documents reasonably requested by Grantors and do such other acts that Grantors (or their agents or designees) reasonably request, including filings with the United States Patent and Trademark Office and the United States Copyright Office, in order to effect the termination, release and discharge of all of the Security Interests. Collateral Agent hereby authorizes Grantors, or Grantors' authorized representatives, to record this Release with the United States Patent and Trademark Office and the United States Copyright Office.
2. If and to the extent that Collateral Agent has acquired any right, title or interest in or to any of the Collateral, it hereby assigns and transfers such rights, title or interest to the Grantors, along with any goodwill in the Trademarks that Collateral Agent may have acquired.
3. This Release shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Release and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall

be deemed to be an original, but all such counterparts together shall constitute one and the same agreement. Delivery of any executed counterpart of a signature page to this Release by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Release.

4. The validity, interpretation and enforcement of this Release and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by and construed in accordance with the laws of the State of New York.

[The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the parties have executed this Release as of the date first written above.

GRANTORS:

PHOTONIS DEFENSE, INC.

By: _____

Name: _____

Title: _____

PHOTONIS NETHERLANDS B.V.

By: _____

Name: _____

Title: _____

PHOTONIS SCIENTIFIC, INC.

By: _____

Name: _____

Title: _____

PHOTONIS FRANCE SAS

By: _____

Name: _____

Title: _____

COLLATERAL AGENT:

**CREDIT SUISE AG, CAYMAN ISLANDS
BRANCH, as Collateral Agent**

By:  _____

Name: Lingzi Huang_____

Title: Authorized Signatory_____

By:  _____

Name: Ilan Dolgin_____

Title: Authorized Signatory_____

IN WITNESS WHEREOF, the parties have executed this Release as of the date first written above.

GRANTORS:

PHOTONIS DEFENSE, INC.

By: 

Name: Larry Stack

Title: President

PHOTONIS NETHERLANDS B.V.

By: _____

Name: Jérôme Cerisier

Title: Authorized Signatory

PHOTONIS SCIENTIFIC, INC.

By: _____

Name: Celine Bellegarde

Title: Secretary

PHOTONIS FRANCE SAS

By: _____

Name: Jérôme Cerisier

Title: Authorized Signatory

COLLATERAL AGENT:

**CREDIT SUISE AG, CAYMAN ISLANDS
BRANCH, as Collateral Agent**

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties have executed this Release as of the date first written above.

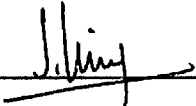
GRANTORS:
PHOTONIS DEFENSE, INC.

By: _____

Name: Larry Stack

Title: President

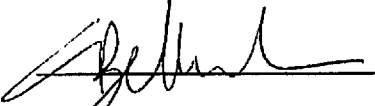
PHOTONIS NETHERLANDS B.V.

By:  _____

Name: Jérôme Cerisier

Title: Authorized Signatory

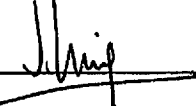
PHOTONIS SCIENTIFIC, INC.

By:  _____

Name: Celine Bellegarde

Title: Secretary

PHOTONIS FRANCE SAS

By:  _____

Name: Jérôme Cerisier

Title: Authorized Signatory

COLLATERAL AGENT:
CREDIT SUISE AG, CAYMAN ISLANDS
BRANCH, as Collateral Agent

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

EXHIBIT A

PATENTS

Reel/Frame: 048357/0067

Patent	Registered owner/applicant	Patent Number	Issue date
Zener Diode Biased Electron Multiplier with Stable Gain Characteristic	Burle Technologies, LLC	5440115	5/04/1994
Fabrication of a Microchannel Plate from a Perforated Silicon	Burle Technologies, LLC	5544772	25/07/1995
Integrated Image Conduit and Illumination	Burle Technologies, LLC	5550945	11/05/1995
Micro-Fabricated Electron Multipliers	Burle Technologies, LLC	5568013	29/07/1994
Method for Fabrication of Micorchannel Electron Multipliers	Burle Technologies, LLC	5569355	11/01/1995
Method of Fabrication of Discrete Dynode Electron Multipliers	Burle Technologies, LLC	5618217	25/07/1995
Diffuse Reflectance Probe	Burle Technologies, LLC	5625459	03/03/1995
Method of Making Thin-Film Continuous Dynodes for Electron Multiplication	Burle Technologies, LLC	5726076	28/12/1994
Microchannel Plate-Based Detector for Time of Flight Mass Spectrometer	Burle Technologies, LLC	5770858	28/02/1997
Silicon Etching Process for Making MicroChannel Plates	Burle Technologies, LLC	5997713	8/05/1998
Microporous Microchannel Plates and Method of Manufacturing Same	Burle Technologies, LLC	6045677	1/02/1997

Corona Generating Device with Unitary Removable Shield	Burle Technologies, LLC	6060708	8/07/1998
Electron Multiplier Electron Source and Ionization Source using It	Burle Technologies, LLC	6239549	9/01/1998
Micro-Dynode Integrated Electron Multiplier	Burle Technologies, LLC	6384519	30/10/1997
Integrated Semiconductor Microchannel Plate and planar Diode Electron Flux Amplifier and Collector	Photonis Defense, Inc.	6492657	27/01/2000
Diamond Transmission Dynode And Photomultiplier Or Imaging Device Using Same	Photonis Defense, Inc.	6657385	20/06/2001
Process for Producing Macroscopic Cavities Beneath the Surface of a Silicon Wafer	Burle Technologies, LLC	6750153	24/10/2001
Bipolar Time of Flight Detector, Cartridge, and Detection Method	Photonis Scientific, Inc.	6828729	16/03/2001
Detector for a bipolar time-of-flight mass spectrometer	Photonis Scientific, Inc.	6958474	16/03/2001
Electron Multiplier with Enhanced Ion Conversion	Photonis Scientific, Inc.	7026177	16/03/2001
Controlled Charge Neutralization of Ion-Implanted Article	Photonis Scientific, Inc.	7038223	5/04/2004
Ion Mobility Spectrometer	Photonis Scientific, Inc.	7081618	24/03/2004
Co-Axial Bipolar Time-of-Flight Detector	Photonis Scientific, Inc.	7141787	17/05/2005
Conductive Glass Tube as Reflectron Lens	Photonis Scientific, Inc.	7154086	08/03/2004
Microchannel Plate with Segmented Mounting Pads	Photonis Scientific, Inc.	7555185	01/09/2005

MALDI Target Plate Utilizing Micro-Wells	Photonis Scientific, Inc.	7695978	31/01/2007
Resistive Glass Structures Used to Shape Electric Fields in Analytical Instruments	Photonis Scientific, Inc.	8084732	22/12/2009
Compact Image Intensifier Tube & Night Vision System fitted with such a tube	Photonis France SAS	12/746038	12/12/2009
Image sensor with gated imaging properties.	PHOTONIS Netherlands B.V.	8384810	21/12/2007
Graphene Barrier	PHOTONIS Netherlands B.V.	12/559,109	21/12/2007
Contact pad re-configuration of an electron bombarded active pixel sensor	PHOTONIS Netherlands B.V.	11/922,104	14/06/2005

EXHIBIT B
TRADEMARKS

Reel/Frame: 005114/0938

Trademark	Registered owner	Registration number	Filing date/ Registration date/ Renewal date
PLANACON	Photonis Defense, Inc.	3256149	06/27/07
CERMOLOX	Burle Technologies, LLC	3087500	05/02/06
CHANNELTRON	Photonis Scientific, Inc.	781340	12/08/64

EXHIBIT C
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None.