

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM300257

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement Release		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Deutsche Bank AG New York Branch		04/03/2014	Bank: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fairmount Automation, Inc.		
<b>Street Address:</b>	4621-4625 West Chester Pike		
<b>City:</b>	Newtown Square		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19073		
<b>Entity Type:</b>	CORPORATION: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2738875	FAIRMOUNT AUTOMATION	
<b>Registration Number:</b>	2882104	CHAMELEON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3026365454		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	202-408-3121 X62348		
<b>Email:</b>	jpaterso@cscinfo.com		
<b>Correspondent Name:</b>	CORPORATION SERVICE COMPANY		
<b>Address Line 1:</b>	1090 VERMONT AVENUE NW, SUITE 430		
<b>Address Line 4:</b>	WASHINGTON, DISTRICT OF COLUMBIA 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	082246-5		
<b>NAME OF SUBMITTER:</b>	Jean Paterson		
<b>SIGNATURE:</b>	/jep/		
<b>DATE SIGNED:</b>	04/03/2014		
<b>Total Attachments: 7</b>			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT RELEASE

This INTELLECTUAL PROPERTY SECURITY AGREEMENT RELEASE (the “Release”), dated April 3, 2014, is made by Deutsche Bank AG New York Branch, as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Security Agreement referred to below), in favor of Fairmount Automation, Inc. (the “Released Grantor”).

WHEREAS, Colfax Corporation, a corporation organized under the laws of Delaware, as the US Borrower, Colfax UK Holdings Ltd, a company organized under the laws of England and Wales, as the European Borrower, and the subsidiaries of Colfax Corporation listed on the signature pages thereto as guarantors, have entered into a Credit Agreement dated as of September 12, 2011 (as amended, restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”), with Deutsche Bank AG New York Branch, as Administrative Agent, the Lender Parties from time to time party thereto and the other parties thereto. Terms defined in the Credit Agreement or the Security Agreement, as applicable and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as applicable.

WHEREAS, the US Borrower, the European Borrower, and the Guarantors identified therein have entered into the Letter of Credit Facility Agreement, dated as of January 13, 2012, with HSBC Bank USA, National Association, as L/C Issuer (said agreement, together with the HSBC letter of credit facility represented by (A) that certain amended and restated line letter agreement dated, as of January 13, 2012, among the US Borrower, the European Borrower and HSBC, (B) the related Amended and Restated Reimbursement Agreement, dated as of January 13, 2012, among the US Borrower, the European Borrower and HSBC and (C) all letter of credit applications, requests, certificates and other documents delivered in connection with the foregoing, in each case, as each such document is amended, restated, supplemented or otherwise modified, Refinanced or replaced from time to time, being the “Initial Additional First Lien L/C Agreement I”).

WHEREAS, the US Borrower, the European Borrower, and the Guarantors identified therein have entered into a guarantee and standby letter of credit facility with Barclays Bank PLC as described in (A) the Guarantee and Standby Letter of Credit Facility Letter, dated as of January 13, 2012, among the US Borrower, the European Borrower and Barclays, (B) the Reimbursement Agreement, dated as of January 13, 2012, among the US Borrower, the European Borrower, the Guarantors party thereto and Barclays and (C) all letter of credit applications, requests, certificates and other documents delivered in connection with the foregoing (together, in each case, as each such document may hereafter be amended, restated, supplemented, Refinanced and/or otherwise modified from time to time, being the “Initial Additional First Lien L/C Agreement II”).

WHEREAS, the US Borrower, the European Borrower and the Guarantors identified therein have entered into an amended and restated bank guarantee and standby letter of credit facility with DNB Bank ASA (f/k/a DnB NOR Bank ASA) as described in (A) the Amended and Restated Bank Guarantee and Standby Letter of Credit Facility Letter dated as of January 13, 2012, among the US Borrower, the European Borrower and DNB, (B) the Amended and Restated Reimbursement Agreement, dated as of January 13, 2012, among the US Borrower,

the European Borrower, the Guarantors party thereto and DNB, and (C) all letter of credit applications, requests, certificates and other documents delivered in connection with the foregoing (together, in each case, as each such document may hereafter be amended, restated, supplemented, Refinanced and/or otherwise modified from time to time, being the “Initial Additional First Lien L/C Agreement III”).

WHEREAS, the US Borrower, the European Borrower and the Guarantors identified therein have entered into a guarantee and letter of credit facility with The Bank of Nova Scotia as described in (A) the Guarantee and Letter of Credit Facility Letter dated as of January 13, 2012, among the US Borrower, the European Borrower and Scotiabank, (B) the Reimbursement Agreement, dated as of January 13, 2012, among the US Borrower, the European Borrower, the Guarantors party thereto and Scotiabank, and (C) all letter of credit applications, requests, certificates and other documents delivered in connection with the foregoing (together, in each case, as each such document may hereafter be amended, restated, supplemented, Refinanced and/or otherwise modified from time to time, being the “Initial Additional First Lien L/C Agreement IV”).

WHEREAS, as a condition precedent to the making of Credit Extensions by the Lender Parties under the Credit Agreement, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the Secured Cash Management Agreements by the Cash Management Banks from time to time, to the issuance, extension or amendment of letters of credit from time to time under the Additional First Lien L/C Documents and the entry into the Additional First Lien L/C Documents by the applicable parties thereto from time to time, the US Borrower, the Released Grantor, and the other Grantors identified therein have executed and delivered that certain Security Agreement dated as of January 13, 2012 among the US Borrower, the Released Grantor and the other Grantors from time to time party thereto to and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the Released Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties (as defined in the Security Agreement), a security interest in, among other property, certain intellectual property of the Released Grantor, and has executed and delivered that certain IP Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”), dated January 13, 2012.

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office on January 18, 2012, at Reel 4700 and Frame 0235, with respect to U.S. trademarks and trademark applications; and

WHEREAS, the US Borrower has requested that the Collateral Agent release all security interests granted by the Released Grantor in favor of the Collateral Agent for the benefit of the Secured Parties, and has certified that such release is permitted pursuant to the express terms of the Credit Agreement, in connection with the Disposal of the Equity Interests in, and the assets of, the Released Grantor, and in that regard, all security interests granted by the Released Grantor in favor of the Collateral Agent for the benefit of the Secured Parties are being released in their entirety;

WHEREAS, in accordance with the provisions of the Security Agreement and the IP Security Agreement and the other Loan Documents, the Collateral Agent now desires to release its security interest in and to the Released Collateral (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

Section 1. Release of Grant of Security. The Collateral Agent, for itself and on behalf of the other Secured Parties hereby releases to the Released Grantor its security interest in all of the Released Grantor's right, title and interest in and to the following (the "Released Collateral"):

(i) the patents and patent applications set forth in Schedule A attached hereto (the "Patents");

(ii) the trademark and servicemark registrations and applications set forth in Schedule B attached hereto, together with the goodwill symbolized thereby (the "Trademarks");

(iii) all copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C attached 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 the Released Grantor 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 Released Collateral of or arising from any of the foregoing.

Section 2. Recordation. The Collateral Agent authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Release.

Section 3. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**DEUTSCHE BANK AG NEW YORK  
BRANCH, as Collateral Agent**

By: Peter Cucchiara  
Name: Peter Cucchiara  
Title: Vice President

By: [Signature]  
Name: Kirk L. Tashjian  
Title: Vice President

**Patents and Patent Applications**

None.

**Schedule B****Trademark/Service Mark Registrations and Applications**

Trademark	Jurisdiction	Owner	Registration Number	Registration Date	Application Number	Application Date	Class (IC)
Word mark	United States	Fairmount Automation, Inc.	2738875	7/15/2003	78/042,202	1/8/2001	42
Word mark	United States	Fairmount Automation, Inc.	2882104	9/7/2004	76/169,258	11/21/2000	9



**Copyright Registrations, Applications and Exclusive Licenses**

None.