

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM532217

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Testing Machines, Inc.		07/02/2019	Corporation: DELAWARE
Illinois Instruments Inc.		07/02/2019	Corporation: ILLINOIS
CMC-Kuhnke, Inc.		07/02/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	101 N. Tryon Street
Internal Address:	Mail Code NC1-001-05-45
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2666563	O2XYDOT
Registration Number:	2663246	OXYSENSE
Registration Number:	3750530	OXYSENTRY
Registration Number:	4364445	PETROSENSE
Registration Number:	2241147	RACE
Registration Number:	2241148	TURBOPURGE
Registration Number:	4912077	SEAMSCAN
Registration Number:	4410597	SEAMVIEW
Registration Number:	2641188	VISUAL ASSEMBLY

CORRESPONDENCE DATA

Fax Number:

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: 617-482-1776

Email: smordas@goulstonstorrs.com

Correspondent Name: Stacey Mordas

Address Line 1: 400 Atlantic Avenue

TRADEMARK

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER: Stacey A. Mordas

SIGNATURE: /Stacey A. Mordas/

DATE SIGNED: 07/17/2019

Total Attachments: 5

source=08a. Industrial Physics - Trademark Security Agreement#page1.tif

source=08a. Industrial Physics - Trademark Security Agreement#page2.tif

source=08a. Industrial Physics - Trademark Security Agreement#page3.tif

source=08a. Industrial Physics - Trademark Security Agreement#page4.tif

source=08a. Industrial Physics - Trademark Security Agreement#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 2, 2019, is made by Testing Machines, Inc. ("Testing Machines"), Illinois Instruments Inc. ("Illinois Instruments"), and CMC-Kuhnke, Inc. ("CMC-Kuhnke" together Testing Machines, Illinois Instruments, and CMC-Kuhnke, each a "Grantor" and, collectively, the "Grantors"), in favor of BANK OF AMERICA, N.A., as Lender (in such capacity, together with its successors and permitted assigns in such capacity, the "Secured Party").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 2, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among TESTING MACHINES, INC., a Delaware corporation (the "Borrower"), INDUSTRIAL PHYSICS, INC. (as "Holdings"), the other Loan Parties, and the Secured Party, the Secured Party has agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to the Guaranty and Security Agreement, dated as of July 2, 2019, in favor of the Secured Party (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Party to enter into the Credit Agreement and to induce the Secured Party to extend credit to the Borrower thereunder, each Grantor hereby agrees with the Secured Party as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby grants to the Secured Party a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule I hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this

Trademark Security Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

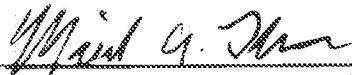
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

The undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

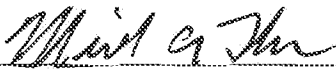
TESTING MACHINES, INC.

By: 
Name: Michael Thuon
Title: Chief Financial Officer

ILLINOIS INSTRUMENTS INC.

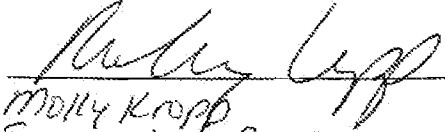
By: 
Name: Michael Thuon
Title: Chief Financial Officer

CMC-KUHNKE, INC.

By: 
Name: Michael Thuon
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A., as Lender

By: 
Name: Molly Kropp
Title: Senior Vice President

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

1. REGISTERED TRADEMARKS

Mark	Record Owner	Registration No.	Registration Date
O ₂ XYDOT	Testing Machines, Inc.	2666563	December 24, 2002
OXYSENSE	Testing Machines, Inc.	2663246	December 17, 2002
OXYSENTRY	Testing Machines, Inc.	3750530	February 16 2010
PETROSENSE	Testing Machines, Inc.	4364445	July 9, 2013
RACE	Illinois Instruments Inc.	2241147	April 20, 1999
TURBOPURGE	Illinois Instruments Inc.	2241148	April 20, 1999
SEAMSCAN	CMC-Kuhnke, Inc.	4912077	March 8, 2016
SEAMVIEW	CMC-Kuhnke, Inc.	4410597	October 1, 2013
VISUAL ASSEMBLY	Testing Machines, Inc.	2641188	October 22, 2002

2. TRADEMARK APPLICATIONS

None