

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
AIR PRODUCTS AND CHEMICAL, INC.		01/01/2008	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	KMG ELECTRONIC CHEMICALS, INC.
<b>Street Address:</b>	10611 Harwin Drive
<b>Internal Address:</b>	Suite 402
<b>City:</b>	Houston
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77036
<b>Entity Type:</b>	CORPORATION: TEXAS

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	1851237	CLEANROOM
Registration Number:	1705722	GIGABIT
Registration Number:	1306702	SUMMA-CLEAN
Registration Number:	1316373	SUMMA-DEVELOP
Registration Number:	1870262	TERABIT
Registration Number:	1907795	ULTRA-ETCH
Registration Number:	2607784	PUREMAX

**CORRESPONDENCE DATA**

Fax Number: (214)200-0458  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (214) 651-5665  
 Email: april.reasoner@haynesboone.com  
 Correspondent Name: Randall E. Colson

CH \$190.00 1851237

Address Line 1: Haynes and Boone, LLP  
Address Line 2: 901 Main Street, Suite 3100  
Address Line 4: Dallas, TEXAS 75202

ATTORNEY DOCKET NUMBER:	28772.27
NAME OF SUBMITTER:	Randall E. Colson
Signature:	/Randall E. Colson/
Date:	02/21/2008

Total Attachments: 8  
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## TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Agreement") is made effective as of January 1, 2008 (the "Effective Date"), by **AIR PRODUCTS AND CHEMICALS, INC.**, a Delaware corporation, having an address of 7201 Hamilton Boulevard, Allentown, Pennsylvania, 18195-1501 ("Assignor") and **KMG ELECTRONIC CHEMICALS, INC.**, a Texas corporation, having an address of 10611 Harwin Drive, Suite 402, Houston, Texas 77036 ("Assignee").

### RECITALS

WHEREAS, in connection with that certain Asset Purchase Agreement ("Purchase Agreement") between Assignor and KMG Chemicals, Inc. ("KMG"), dated October 19, 2007, and that certain Assignment Agreement between KMG and Assignee, dated December 31, 2007, under which KMG assigned its rights under the Purchase Agreement to Assignee, Assignor has agreed to assign all of Assignor's right, title and interest in and to the trademarks, trademark applications and trademark registrations listed on the attached Exhibit A (the "Trademarks"); and

WHEREAS, Assignee desires to obtain, all right, title and interest in the Trademarks according to the terms of this Agreement.

NOW, THEREFORE, for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Assignment. Assignor hereby sells, assigns and transfers to Assignee, its successors, assigns and legal representatives, the entire world wide right, title and interest in and to the Trademarks, the goodwill of the business symbolized by the Trademarks, all registrations and pending applications for the Trademarks, and the right to sue for, settle, or release any past, present, or future infringement of the Trademarks.

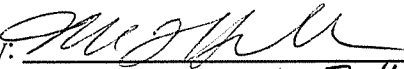
Section 2. Assistance. From time to time, as and when requested by any Assignee, Assignor shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions (subject to Section 5.04 of the Purchase Agreement), as Assignee may reasonably deem necessary or desirable to consummate the transactions contemplated by this Agreement, including, in the case of Seller, executing and delivering to Purchaser such assignments, deeds, bills of sale, consents and other instruments as Purchaser or its counsel may reasonably request as necessary or desirable for such purpose, provided that the taking of such action and the execution of such documents shall not otherwise increase any liability or obligation of Assignor or its affiliates under this Agreement, the Purchase Agreement or any Ancillary Agreement (as defined in the Purchase Agreement).


*[Signature page follows]*

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

**AIR PRODUCTS AND CHEMICALS, INC.**

**KMG ELECTRONIC CHEMICALS, INC.**

By:   
Name: MICHAEL F. HILTON  
Title: SR. VICE PRESIDENT & GENERAL  
MANAGER - ELECTRONICS -  
PERFORMANCE MATERIALS

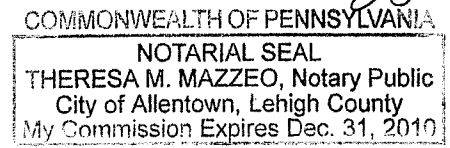
By:   
Name: S. NEAL BUTLER  
Title: PRESIDENT AND  
CHIEF EXECUTIVE OFFICER

Commonwealth of Pennsylvania )  
 )ss:  
County of Lehigh )

On this 19<sup>th</sup> day of December, 2007, personally appeared Michael F. Hilton, to me known to be Senior Vice President & General Manager – Electronics & Performance Materials of Air Products and Chemicals, Inc., the assignor above named, and acknowledged that he executed the foregoing Agreement on behalf of said assignor and pursuant to authority duly received.

Notary Public Signature

*Theresa M. Mazzeo*



State of TEXAS )  
 )ss:  
County of HARRIS )

On this 28<sup>th</sup> day of December, 2007, personally appeared S. NEAL BUTLER, to me known to be PRESIDENT AND CHIEF EXECUTIVE OFFICER of KMG Electronic Chemicals, Inc., the assignor above named, and acknowledged that he executed the foregoing Agreement on behalf of said assignor and pursuant to authority duly received.

Notary Public Signature

*Shelia S. Morrison*

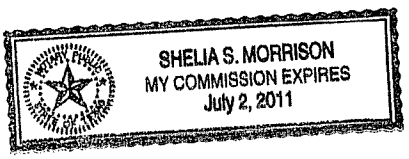


EXHIBIT A

TRADEMARKS

<u>Trademark Name</u>	<u>Country</u>	<u>Status</u>	<u>Reg. No.</u> <u>Appln. No.</u>	<u>Reg. Date</u>
CLEANROOM	Austria	Registered	154497	9/21/94
CLEANROOM	Benelux	Registered	545544	5/20/94
CLEANROOM	Canada	Registered	468800	1/15/97
CLEANROOM	China	Registered	356034	7/30/89
CLEANROOM	France	Registered	94521801	10/28/94
CLEANROOM	Hong Kong	Registered	11372	9/5/95
CLEANROOM	Ireland, Republic of	Registered	160779	5/26/94
CLEANROOM	Israel	Registered	T92898	6/2/96
CLEANROOM	Japan	Registered	3225197	11/29/96
CLEANROOM	Korea, South	Registered	181590	10/19/89
CLEANROOM	Mexico	Registered	471197	6/8/94
CLEANROOM	Russian Federation	Registered	143773	6/28/96
CLEANROOM	Singapore	Registered	T91/10366Z	11/20/91
CLEANROOM	Spain	Registered	1906048	12/5/94
CLEANROOM	Sweden	Registered	264833	3/3/95
CLEANROOM	Switzerland	Registered	421044	5/24/94
CLEANROOM	Taiwan	Registered	542860	12/1/91
CLEANROOM	Thailand	Registered	130209	10/18/89
CLEANROOM	Turkey	Registered	152538	6/3/94
CLEANROOM	United States	Registered	1851237	8/30/94
CLEANROOM	India	Pending	630690	
CLEANROOM	Malaysia	Pending	9100261	

**TRADEMARK REGISTRATIONS AND APPLICATIONS FOR GIGABIT**

<b><u>Trademark Name</u></b>	<b><u>Country</u></b>	<b><u>Status</u></b>	<b><u>Reg. No.</u> <u>Appln. No.</u></b>	<b><u>Reg. Date</u></b>
<i>GIGABIT</i>	<i>Austria</i>	<i>Registered</i>	<i>154496</i>	<i>9/21/94</i>
<i>GIGABIT</i>	<i>Benelux</i>	<i>Registered</i>	<i>532849</i>	<i>9/24/93</i>
<i>GIGABIT</i>	<i>Canada</i>	<i>Registered</i>	<i>478816</i>	<i>7/21/97</i>
<i>GIGABIT</i>	<i>China</i>	<i>Registered</i>	<i>900111</i>	<i>11/21/96</i>
<i>GIGABIT</i>	<i>France</i>	<i>Registered</i>	<i>92424140</i>	<i>12/4/92</i>
<i>GIGABIT</i>	<i>Germany</i>	<i>Registered</i>	<i>2043659</i>	<i>8/31/93</i>
<i>GIGABIT</i>	<i>Hong Kong</i>	<i>Registered</i>	<i>375/1994</i>	<i>1/24/94</i>
<i>GIGABIT</i>	<i>India</i>	<i>Registered</i>	<i>630693</i>	<i>11/15/01</i>
<i>GIGABIT</i>	<i>Ireland, Republic of</i>	<i>Registered</i>	<i>149826</i>	<i>6/25/92</i>
<i>GIGABIT</i>	<i>Israel</i>	<i>Registered</i>	<i>83384</i>	<i>8/3/94</i>
<i>GIGABIT</i>	<i>Italy</i>	<i>Registered</i>	<i>649065</i>	<i>4/21/95</i>
<i>GIGABIT</i>	<i>Korea, South</i>	<i>Registered</i>	<i>266140</i>	<i>6/16/93</i>
<i>GIGABIT</i>	<i>Malaysia</i>	<i>Registered</i>	<i>9204095</i>	<i>6/18/92</i>
<i>GIGABIT</i>	<i>Mexico</i>	<i>Registered</i>	<i>471196</i>	<i>6/8/94</i>
<i>GIGABIT</i>	<i>Russian Federation</i>	<i>Registered</i>	<i>143774</i>	<i>6/28/96</i>
<i>GIGABIT</i>	<i>Singapore</i>	<i>Registered</i>	<i>4868/92</i>	<i>6/29/92</i>
<i>GIGABIT</i>	<i>Sweden</i>	<i>Registered</i>	<i>265346</i>	<i>3/24/95</i>
<i>GIGABIT</i>	<i>Switzerland</i>	<i>Registered</i>	<i>421045</i>	<i>5/24/94</i>
<i>GIGABIT</i>	<i>Taiwan</i>	<i>Registered</i>	<i>593186</i>	<i>4/16/93</i>
<i>GIGABIT</i>	<i>Thailand</i>	<i>Registered</i>	<i>KOR47345</i>	<i>7/23/96</i>
<i>GIGABIT</i>	<i>Turkey</i>	<i>Registered</i>	<i>152530</i>	<i>6/3/94</i>
<i>GIGABIT</i>	<i>United Kingdom</i>	<i>Registered</i>	<i>1500777</i>	<i>5/21/93</i>
<i>GIGABIT</i>	<i>United States</i>	<i>Registered</i>	<i>1705722</i>	<i>8/4/92</i>

**TRADEMARK REGISTRATIONS AND APPLICATONS FOR SUMMA-CLEAN**

<u>Trademark Name</u>	<u>Country</u>	<u>Status</u>	<u>Reg. No.</u> <u>Appln. No.</u>	<u>Reg. Date</u>
<i>SUMMA-CLEAN</i>	<i>China</i>	<i>Registered</i>	<i>912062</i>	<i>12/14/96</i>
<i>SUMMA-CLEAN</i>	<i>Germany</i>	<i>Registered</i>	<i>2093682</i>	<i>3/27/95</i>
<i>SUMMA-CLEAN</i>	<i>Israel</i>	<i>Registered</i>	<i>92901</i>	<i>4/15/97</i>
<i>SUMMA-CLEAN</i>	<i>Malaysia</i>	<i>Registered</i>	<i>9404486</i>	<i>6/6/94</i>
<i>SUMMA-CLEAN</i>	<i>Mexico</i>	<i>Registered</i>	<i>471195</i>	<i>6/8/94</i>
<i>SUMMA-CLEAN</i>	<i>Russian Federation</i>	<i>Registered</i>	<i>144536</i>	<i>7/22/96</i>
<i>SUMMA-CLEAN</i>	<i>Spain</i>	<i>Registered</i>	<i>1906050</i>	<i>12/5/94</i>
<i>SUMMA-CLEAN</i>	<i>Taiwan</i>	<i>Registered</i>	<i>715992</i>	<i>5/16/96</i>
<i>SUMMA-CLEAN</i>	<i>United States</i>	<i>Registered</i>	<i>1306702</i>	<i>11/26/84</i>
<i>SUMMA-CLEAN</i>	<i>India</i>	<i>Pending</i>	<i>630691</i>	

**TRADEMARK REGISTRATIONS AND APPLICATONS FOR SUMMA-DEVELOP**

<u>Trademark Name</u>	<u>Country</u>	<u>Status</u>	<u>Reg. No.</u> <u>Appln. No.</u>	<u>Reg. Date</u>
<i>SUMMA-DEVELOP</i>	<i>China</i>	<i>Registered</i>	<i>900114</i>	<i>11/21/96</i>
<i>SUMMA-DEVELOP</i>	<i>Germany</i>	<i>Registered</i>	<i>2093681</i>	<i>3/27/95</i>
<i>SUMMA-DEVELOP</i>	<i>Israel</i>	<i>Registered</i>	<i>92900</i>	<i>6/3/98</i>
<i>SUMMA-DEVELOP</i>	<i>Malaysia</i>	<i>Registered</i>	<i>94/04487</i>	<i>6/6/94</i>
<i>SUMMA-DEVELOP</i>	<i>Mexico</i>	<i>Registered</i>	<i>471194</i>	<i>6/8/94</i>
<i>SUMMA-DEVELOP</i>	<i>Russian Federation</i>	<i>Registered</i>	<i>143040</i>	<i>10/2/96</i>
<i>SUMMA-DEVELOP</i>	<i>Spain</i>	<i>Registered</i>	<i>1906049</i>	<i>12/5/94</i>
<i>SUMMA-DEVELOP</i>	<i>Taiwan</i>	<i>Registered</i>	<i>701915</i>	<i>1/1/96</i>
<i>SUMMA-DEVELOP</i>	<i>United States</i>	<i>Registered</i>	<i>1316373</i>	<i>1/29/85</i>
<i>SUMMA-DEVELOP</i>	<i>India</i>	<i>Pending</i>	<i>630692</i>	



**TRADEMARK REGISTRATIONS AND APPLICATIONS FOR TERABIT**

<u>Trademark Name</u>	<u>Country</u>	<u>Status</u>	<u>Reg. No.</u> <u>Appln. No.</u>	<u>Reg. Date</u>
TERABIT	Austria	Registered	156503	1/31/95
TERABIT	Benelux	Registered	539300	7/1/94
TERABIT	France	Registered	94504450	2/2/94
TERABIT	Germany	Registered	39405061	9/27/95
TERABIT	Hong Kong	Registered	04829	5/27/96
TERABIT	Indonesia	Registered	354765	2/29/96
TERABIT	Ireland, Republic of	Registered	164300	11/7/94
TERABIT	Israel	Registered	91193	12/3/95
TERABIT	Italy	Registered	698393	12/23/96
TERABIT	Korea, South	Registered	331525	1/16/96
TERABIT	Malaysia	Registered	9401926	3/21/94
TERABIT	Russian Federation	Registered	156539	9/22/97
TERABIT	Singapore	Registered	1013/94	2/4/94
TERABIT	Switzerland	Registered	426482	11/18/94
TERABIT	Taiwan	Registered	660662	11/16/94
TERABIT	Thailand	Registered	KOR32839	8/11/95
TERABIT	Turkey	Registered	156372	12/13/94
TERABIT	United States	Registered	1870262	12/27/94
TERABIT	China	Registered	1254047	3/14/99
TERABIT	Phillippines	Registered	41995101849	7/24/00

**TRADEMARK REGISTRATIONS AND APPLICATIONS FOR ULTRA-ETCH**

<u>Trademark Name</u>	<u>Country</u>	<u>Status</u>	<u>Reg. No.</u> <u>Appl. No.</u>	<u>Reg. Date</u>
ULTRA-ETCH	Austria	Registered	154495	9/21/94
ULTRA-ETCH	Benelux	Registered	544700	5/20/94
ULTRA-ETCH	China	Registered	900110	11/21/96
ULTRA-ETCH	France	Registered	94521799	10/28/94
ULTRA-ETCH	Germany	Registered	2913621	3/25/97
ULTRA-ETCH	Hong Kong	Registered	B04986	5/5/97
ULTRA-ETCH	Ireland, Republic of	Registered	161664	5/26/94
ULTRA-ETCH	Israel	Registered	T92899	5/8/97
ULTRA-ETCH	Russian Federation	Registered	144537	7/22/96
ULTRA-ETCH	Sweden	Registered	265999	4/7/95
ULTRA-ETCH	Switzerland	Registered	421046	5/24/94
ULTRA-ETCH	Thailand	Registered	KOR52009	11/11/96
ULTRA-ETCH	Turkey	Registered	152537	6/3/94
ULTRA-ETCH	United States	Registered	1907795	7/25/95
ULTRA-ETCH	Philippines	Registered	66338	11/4/98
ULTRA-ETCH	India	Pending	630689	
ULTRA-ETCH	Malaysia	Pending	9404488	

**MISCELLANEOUS TRADEMARK REGISTRATIONS AND APPLICATIONS**

<u>Trademark Name</u>	<u>Country</u>	<u>Status</u>	<u>Reg. No.</u> <u>Appl. No.</u>	<u>Reg. Date</u>
PUREMAX	United States	Registered	2607784	8/13/02