

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PHOTRONICS, INC.		12/12/2008	CORPORATION:
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, NATIONAL ASSOCIATION		
Street Address:	10 South Dearborn Street, 7th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	NATIONAL ASSOCIATION:		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3386407	PHOTRONICS	
Registration Number:	3331421	P	
Registration Number:	2847311	MASKPILOT	
Registration Number:	2845577	CYBERMASK	
Registration Number:	2848038	MASKLINK	
Registration Number:	2621660	MASKTRAC	
Registration Number:	1900475	PHOTRONICS	
Registration Number:	1907169	P PHOTRONICS	
Registration Number:	1900474	P	
CORRESPONDENCE DATA			
Fax Number:	(646)848-4455		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	212-848-4455		
Email:	jlik@shearman.com		
Correspondent Name:	Sharon Herman		

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TRADEMARK
 REEL: 003907 FRAME: 0289

Address Line 1: 599 Lexington Avenue
Address Line 2: Shearman & Sterling LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 33088/18

NAME OF SUBMITTER: Sharon Herman

Signature: /SHARON HERMAN/

Date: 12/19/2008

Total Attachments: 5
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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of December 12, 2008 by and from PHOTRONICS, INC., a Connecticut corporation (the "Grantor"), to and in favor of JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, a national banking association, in its capacity as contractual representative for itself and for the Holders of Secured Obligations (as defined in the Credit Agreement identified below) (in such capacities, the "Grantee").

WHEREAS, Photronics, Inc. (the "Company"), the Lenders and Grantee have entered into a Credit Agreement dated as of June 6, 2007 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor has executed and delivered that certain Security Agreement dated as of December 12, 2008 made by the Grantor and certain Subsidiaries of the Company to the Collateral Agent (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") to secure their obligations to the Holders of Secured Obligations

WHEREAS, the Grantor owns the trademarks listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to Grantee for the benefit of the Holders of Secured Obligations. The rights and remedies of Grantee with respect to the security interest granted herein are more fully set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest. The Grantor hereby grants to Grantee a security interest in all of Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor (provided that no security interest shall be granted in the United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability, or result in the cancellation, of such intent-to-use trademark applications under applicable law), together with (1) all proceeds of the Trademarks, (2) the goodwill associated with such Trademarks and (3) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant 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.

4) Governing Law. This Confirmatory Grant 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.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

PHOTRONICS, INC.

By: Richelle Burr
Name: Richelle Burr
Title: V.P. A.G.C.



CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS
Exhibit A - SCHEDULE OF TRADEMARKS

[Attached]

Exhibit A

TRADEMARK
REEL: 003907 FRAME: 0294

I. FEDERAL TRADEMARKS – U.S.

MARK	DATE REG.	REG. NO.
PHOTRONICS	2/19/2008	3,386,407
P AND DESIGN	11/6/2007	3,331,421
		
MASKPILOT	6/1/2004	2,847,311
CYBERMASK	5/25/2004	2,845,577
MASKLINK	6/1/2004	2,848,038
MASKTRAC	9/17/2002	2,621,660
PHOTRONICS	6/20/1995	1,900,475
P PHOTRONICS AND DESIGN	7/25/1995	1,907,169
		
PHOTRONICS		
P AND DESIGN	6/20/1995	1,900,474
