

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
NEPTCO Incorporated		08/11/2009	CORPORATION: RHODE ISLAND
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	600 Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3498649	WAFERTAPE	
CORRESPONDENCE DATA			
Fax Number:	(404)572-5134		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	jhannon@kslaw.com		
Correspondent Name:	James M. Hannon		
Address Line 1:	1180 Peachtree Street		
Address Line 2:	King & Spalding LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	09631.009032		
NAME OF SUBMITTER:	James M. Hannon		
Signature:	/James M. Hannon/		
Date:	08/19/2009		

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Total Attachments: 6

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SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

This SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT, dated as of August 11, 2009, by NEPTCO INCORPORATED, a Rhode Island corporation (“Grantor”), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as the Administrative Agent for the Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of May 6, 2005, by and among Grantor, the Persons named therein as Credit Parties, the Administrative Agent and the Persons signatory thereto from time to time as the Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Credit Agreement”), the Lenders have agreed to make the Loans and to incur LOC Obligations for the benefit of Grantor;

WHEREAS, the Administrative Agent and the Lenders are willing to make the Loans and to incur LOC Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to the Administrative Agent, for itself and the ratable benefit of the Lenders, that certain Security Agreement dated May 6, 2005 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Grantor executed and delivered the Trademark Security Agreement dated May 6, 2005, and has a continuing obligation to execute and deliver to the Administrative Agent, for itself and the ratable benefit of the Lenders, this Supplemental Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. Grant Of Security Interest In Trademark Collateral. To secure the prompt and complete payment, performance and observance of all of the Credit Party Obligations and all renewals, extensions, restructurings and refinancings thereof, and all obligations, liabilities, and indebtedness of each Grantor arising under this Supplemental Trademark Security Agreement and each other Credit Document to which such Grantor is a party, Grantor hereby grants to the Administrative Agent, on behalf of itself and the Lenders, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

- (a) all of its Trademarks, including those referred to on Schedule I hereto;
- (b) all renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all products and proceeds of the foregoing, including, without limitation, all products and proceeds arising from any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, including any Trademark licensed to a third party under any Trademark License or (ii) injury to the goodwill associated with any Trademark, including any Trademark licensed to a third party under any Trademark License.

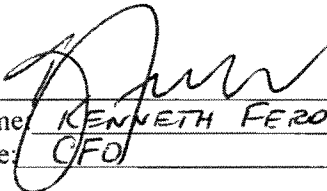
Notwithstanding the foregoing, no security interest shall be granted in, and the Trademark Collateral shall not include, (i) any trademark to the extent granting a security interest in such trademark is prohibited by applicable law and (ii) any intent to use trademark application prior to the filing of a Statement of Use with the United States Patent and Trademark Office or the withdrawal of the intent to use basis for filing.

3. Security Agreement. The security interests granted pursuant to this Supplemental Trademark Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent, on behalf of itself and the Lenders, pursuant to the Trademark Security Agreement and the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between any provision of the Security Agreement and any provision of this Supplemental Trademark Security Agreement, the Security Agreement shall govern.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Supplemental Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NEPTCO INCORPORATED

By: 
Name: KENNETH FEROLDI
Title: CFO

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION,
as the Administrative Agent

By: _____
Name: _____
Title: _____

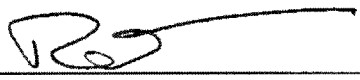
IN WITNESS WHEREOF, Grantor has caused this Supplemental Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NEPTCO INCORPORATED

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION,
as the Administrative Agent

By:  _____
Name: David Indelicato
Title: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF _____)
) ss.
COUNTY OF _____)

On this 17 day of August, 2009 before me personally appeared KENNETH FEROLS, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of NEPTCO INCORPORATED, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Donna Marie Phaneuf

Notary Public

{seal}



**SCHEDULE I
TO THE
SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT**

I. TRADEMARK REGISTRATIONS

Mark	Registration No.	Registration Date	Serial No.	Filing Date
WAFERTAPE	3,498,649	09/09/2008	77/388,855	02/05/08

II. TRADEMARK APPLICATIONS

None

III. TRADEMARK LICENSES

None