

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.		02/12/2010	CORPORATION: CONNECTICUT

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	10 South Dearborn
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

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: (214)981-3400

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

TRADEMARK

900154699

REEL: 004149 FRAME: 0266

CH \$240.00 3386407

Address Line 1: Sidley Austin LLP
Address Line 2: 717 N. Harwood St., Suite 3400
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	36084-35950
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NAME OF SUBMITTER:	Dusan Clark
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Signature:	/Dusan Clark/
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Date:	02/13/2010
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Total Attachments: 4

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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 February 12, 2010 by and from PHOTRONICS, INC., a Connecticut corporation ("Grantor") to and in favor of JPMORGAN CHASE BANK, N.A., for itself and as Collateral Agent for the Holders of Secured Obligations (as defined in the Credit Agreement referenced below) (in such capacities, "Grantee").

WHEREAS, Grantor, the Lenders and Grantee have entered into an Amended and Restated Credit Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, certain Subsidiaries of Grantor have guaranteed the repayment of the Secured Obligations pursuant to an Amended and Restated Guaranty dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time).

WHEREAS, Grantor and certain Subsidiaries of Grantor have entered into an Amended and Restated Pledge and Security Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, Grantor owns the trademark registrations listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks have been registered by 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 without prejudice to and are in addition to those 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.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Secured Obligations and (ii) all of the obligations and liabilities of the Subsidiary Guarantors under the Credit Agreement. Upon the payment in full of all Secured Obligations, Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Collateral Agent all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.

(b) Grantor hereby grants to Grantee a security interest in (1) 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 Grantor, together with (2) all proceeds of such Trademarks, (3) the goodwill associated with such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of such 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, Grantor has executed this Confirmatory Grant effective as of the date first written above.

PHOTRONICS, INC.

By: _____

Donna M Bovee

Name: Donna M. Bovee

Title: Vice President

STATE OF CONNECTICUT)
FAIRFIELD COUNTY)

On February 12, 2010, before me, Kerri McEvoy Monsen, Notary Public, personally appeared Donna M. Bovee, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

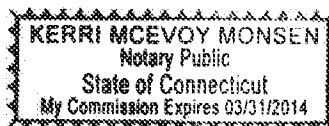
(SEAL)



K. McE



Notary Public, State of Connecticut

My Commission Expires: March 31, 2014



CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

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
