

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
OEM Group, Inc.		10/07/2010	CORPORATION: ARIZONA
RECEIVING PARTY DATA			
Name:	THL Corporate Finance, Inc.		
Street Address:	100 Federal Street		
Internal Address:	31st Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1680113	ECLIPSE	
Serial Number:	77596549	OEM GROUP	
Serial Number:	77596555	OEM GROUP	
Serial Number:	77596533	OEM GROUP	
Serial Number:	77596542	OEM GROUP	
CORRESPONDENCE DATA			
Fax Number:	(212)355-3333		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-813-8800		
Email:	NY-TM-Admin@goodwinprocter.com, jnici@goodwinprocter.com		
Correspondent Name:	GOODWIN PROCTER LLP/ATTN: Janis Nici		
Address Line 1:	620 Eighth Avenue		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	126487202585		

OP \$140.00 1680113

NAME OF SUBMITTER:	Janis Nici
Signature:	/janis nici/
Date:	10/15/2010
Total Attachments: 6 source=THL-OEM Trademark Security Agreement#page1.tif source=THL-OEM Trademark Security Agreement#page2.tif source=THL-OEM Trademark Security Agreement#page3.tif source=THL-OEM Trademark Security Agreement#page4.tif source=THL-OEM Trademark Security Agreement#page5.tif source=THL-OEM Trademark Security Agreement#page6.tif	

Trademark Security Agreement

Trademark Security Agreement, dated as of October 7, 2010, by OEM GROUP, INC., an Arizona corporation, OEM SPARES, INC., an Arizona corporation, OEM TECHNOLOGIES, LLC, an Arizona limited liability company, and OEG-TEG, LLC, an Arizona limited liability company (individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of THL CORPORATE FINANCE, INC., in its capacity as Collateral Agent pursuant to the Senior Secured Note Purchase Agreement (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Senior Secured Note Purchase Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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 that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party

hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

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

Very truly yours,

OEM GROUP, INC., as Pledgor

By: Wayne Jevell
Name: Wayne Jevell
Title: President

OEM SPARES, INC., as Pledgor

By: Wayne Jevell
Name: Wayne Jevell
Title: President

OEM TECHNOLOGIES, LLC, as Pledgor

By: Wayne Jevell
Name: Wayne Jevell
Title: Manager

OEG-TEG, LLC, as Pledgor

By: Wayne Jevell
Name: Wayne Jevell
Title: Manager

[Signature Page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

Owner	Country	Title	Registration Number	Registration/ Filing Date
OEM Group, Inc.	US	ECLIPSE	1680113	3/24/1992
OEG-TEG, LLC	US	980	2967426	7/12/2005
OEM Group, Inc.	US	OEM GROUP (Stylized)	77-596549 (ITU)	8/17/2010
OEM Group, Inc.	US	OEM GROUP (Stylized)	77-596555 (ITU)	8/17/2010
OEM Group, Inc.	US	OEM GROUP and Design	77-596533 (ITU)	8/17/2010
OEM Group, Inc.	US	OEM GROUP and Design	77-596542 (ITU)	8/17/2010

Trademark Applications:

None.

Common Law Marks:

The following unregistered common law marks were acquired from Tegal Corporation by OEG-TEG, LLC via a Trademark Assignment dated March 19, 2010 by and among Tegal Corporation ("Tegal"), Sputtered Films, Inc., a wholly-owned subsidiary of Tegal ("SFI" and together with Tegal, the "Assignors") and OEG-TEG, LLC ("Assignee"), and represent the model numbers for the purchased products and associated rights.

Unregistered Common Law Marks Owned by OEG-TEG, LLC				
981	T903g	1511	6000	R-S-R
983	i901	1512	6500	Endeavor
980ACS	i903	1513	6510	EndeavorAT
981ACS	900ACS	1514	6510i	EndeavorEUV
900e	901ACS	1511e	6520	AMS SMT
901e	903ACS	1512e	6540	AMS MMT
903e	901gACS	1513e	6550	SMT
901g	903gACS	1514e	HRe [~]	MMT
903g	915	1600	HRe [~] Logo	SFI Logo
T901e	965	1611	Spectra	AMS Logo
T903e	905	1612	ACS	
T901g	1500	1614	Rinse-Strip- Rinse	

Domain Names:

Domain Name	Account No.	Expiration Date	Registrant	Registrar
atdevpartners.com	25530902	12/10/2013	OEM Group, Inc.	Network Solutions

Domain Name	Account No.	Expiration Date	Registrant	Registrar
oemgroupinc.com	25530902	6/13/2014	OEM Group, Inc.	Network Solutions
oemgroupinc.net	25530902	6/13/2014	OEM Group, Inc.	Network Solutions
oemserviceinc.com	25530902	10/21/2012	OEM Group, Inc.	Network Solutions
oemsparesinc.com	25530902	3/23/2013	OEM Group, Inc.	Network Solutions
oemsurplusinc.com	25530902	6/9/2013	OEM Group, Inc.	Network Solutions
trilliumsubfab.biz	25530902	6/6/2014	OEM Group, Inc.	Network Solutions
trilliumsubfab.com	25530902	6/7/2014	OEM Group, Inc.	Network Solutions
trilliumsubfab.net	25530902	6/7/2014	OEM Group, Inc.	Network Solutions
trilliumsubfab.org	25530902	6/7/2014	OEM Group, Inc.	Network Solutions
rfp1.com	29272512	11/23/2010	OEM Group, Inc.	Network Solutions
sscinc.org	23679780	6/14/2012	OEM Group, Inc.	Network Solutions