# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE BY SECURED PARTY

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank National Association		06/09/2011	COMPANY:

# **RECEIVING PARTY DATA**

Name:	Poco Graphite, Inc.
Street Address:	300 Old Greenwood Road
City:	Decatur
State/Country:	TEXAS
Postal Code:	76234
Entity Type:	CORPORATION: DELAWARE

# PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	3133505	EDM-1
Registration Number:	3133510	EDM-2
Registration Number:	3133507	EDM-3
Registration Number:	3136278	EDM-4
Registration Number:	3133506	EDM-150
Registration Number:	3133508	EDM-200
Registration Number:	3136279	EDM-AF5
Registration Number:	3136280	EDM-C3
Registration Number:	3133509	EDM-C200
Registration Number:	3155740	ZEE
Registration Number:	1646466	FABMATE
Registration Number:	1617340	FABMATE
Registration Number:	1458022	GLASSMATE
Registration Number:	1762413	SUPERSIC

REEL: 004609 FRAME: 0387

Registration Number:	2737471	POCOFOAM THERMAL MANAGEMENT MATERIALS
Registration Number:	2553822	POCOFOAM
Registration Number:	2179828	POCO
Registration Number:	2177811	POCO
Registration Number:	2177776	POCO

#### **CORRESPONDENCE DATA**

Fax Number: (978)436-6739

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

Phone: 978-436-6582

Email: timothy\_king@entegris.com

Correspondent Name: Timothy J. King
Address Line 1: 129 Concord Road
Address Line 2: Entegris, Inc.

Address Line 4: Billerica, MASSACHUSETTS 01821-4600

ATTORNEY DOCKET NUMBER:	TRADEMARK-RELEASE-POCO
NAME OF SUBMITTER:	Timothy J. King
Signature:	/TIMOTHYJKING/
Date:	08/22/2011

#### Total Attachments: 14

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# TERMINATION AND RELEASE OF SECURITY AGREEMENT

Termination And Release Of Security Agreement, dated as of June 9, 2011, by and between WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as administrative agent (in such capacity, together with its successors, the "Lender"), and the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor")

WHEREAS, pursuant to the Loan Agreement and the Patent Agreement, the Grantor granted to the Lender, a security interest in and lien on, and collaterally assigned to the Lender, certain copyrights, patents and patent applications and trademarks as well as all its rights under certain License Agreements to certain patents licensed to the Grantor thereunder, including without limitation those copyrights, patents, patent applications, trademarks and license rights identified on Schedules attached hereto, (hereinafter collectively referred to as the "Named Intellectual Property"); and

WHEREAS, the Lender has agreed to continue to terminate and release its security interest and all of its right, title and interest in the Named Intellectual Property as herein provided;

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Lender and the Grantor hereby agree as follows:

- 1. Release and Assignment. The Lender hereby terminates and releases its security interest in and lien on all of the Grantor's Named Intellectual Property and the Lender hereby assigns and transfers to the Grantor, without recourse, all of the Lender's right, title and interest in and to each of the Named patents, patent applications, copyrights, trademarks and licenses effective as of the date set forth above.
- 2. Acknowledgment and Acceptance. The Grantor hereby acknowledges and accepts the foregoing release and assignment by the Lender.
- 3. Counterparts. This Release may be executed in any number of counterparts which shall together constitute one and the same agreement.

IN WITNESS WHEREOF, the Lender and the Grantor have executed this Release, to take effect as of the date first set forth above.

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: Zha Gu Zhenthaler
Name: Sharlyn Rekenthaler
Title: Vice President

Accepted:
Accepted:

ENTEGRIS, INC.
By: fato Wales Dr
Name: Peter W. Walcott
Title: Senior Vice President and Secretary
POCO GRAPHITE, INC.
By: Patal Valent
Name: Peter W. Walcott
Title: Vice President and Secretary
ENTEGRIS PACIFIC LTD.
By: Leto Z/2) alask
Name: Peter W. Walcott
Title: Vice President and Secretary
ENTEGRIS ASIA LLC
By: The White
Name: Peter W. Walcott
Title: Vice President and Secretary
ENTEGRIS SPECIALTY MATERIALS, LLC (f/k/a POCO GRAPHITE HOLDINGS, LLC)
By: Teles To Valent
Name: Peter W. Walcott
Title: Senior Vice President and Secretary
POCO GRAPHITE INTERNATIONAL, INC.
By Petologialesta
Name: Peter W. Walcott
Title: Vice President and Secretary

This TRADEMARK SECURITY AGREEMENT (this "<u>Trademark Security Agreement</u>") is made as of March 2, 2009, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "<u>Grantors</u>" and each individually "<u>Grantor</u>"), and WELLS FARGO BANK, in its capacity as Agent for the Bank Group and the Bank Product Providers (together with its successors, the "<u>Agent</u>").

#### WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Entegris, Inc., a Delaware corporation, and Poco Graphite, Inc., a Delaware corporation (collectively, the "Borrowers" and each individually, a "Borrower"), the lenders party thereto as "Banks" ("Banks") and the Agent, the Bank Group is willing to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Bank Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to the Agent, for the benefit of Bank Group and the Bank Product Providers, that certain Security Agreement dated of even date herewith (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, Grantors are required to execute and deliver to the Agent, for the benefit of Bank Group and the Bank Product Providers, this 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, each Grantor hereby agrees as follows:

- 1. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.
- 2. <u>GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL</u>. Each Grantor hereby grants to the Agent, for the benefit of the Bank Group and the Bank Product Providers, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "<u>Trademark Collateral</u>"):
- (a) all of its Trademarks and Trademark Intellectual Property Licenses (other than those excluded from the definition of Collateral) to which it is a party including those referred to on Schedule I hereto;
- (b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;
  - (c) all reissues, continuations or extensions of the foregoing;

TRADEMARK SECURITY AGREEMENT

- (d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
- (e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.
- 3. <u>SECURITY FOR OBLIGATIONS</u>. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to the Agent, the Bank Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an bankruptcy or insolvency proceeding involving any Grantor.
- 4. <u>SECURITY AGREEMENT</u>. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Agent, for the benefit of the Bank Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the 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.
- 5. <u>AUTHORIZATION TO SUPPLEMENT</u>. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to the Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize the Agent unilaterally to modify this Agreement by amending <u>Schedule I</u> to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend <u>Schedule I</u> shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on <u>Schedule I</u>.
- 6. <u>COUNTERPARTS</u>. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.
- 7. <u>CONSTRUCTION</u>. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this

Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[signature page follows]

TRADEMARK SECURITY AGREEMENT

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

ENTEGRIS, INC.

Name: Peter W. Walcott

Title: Senior Vice President and Secretary

POCO GRAPHITE, INC.

Name: Peter W. Walcott

Title: Vice President and Secretary

ENTEGRIS PACIFIC LTD.

Name: Peter W. Walcott

Title: Vice President and Secretary

ENTEGRIS ASIA LLC

Name: Peter W. Walcott

Title: Vice President and Secretary

ENTEGRIS LOGISTICS, INC.

Name: Peter W. Walcott

Title: Vice President and Secretary

By:
Name:
Title.
POCO GRAPHITE HOLDINGS, LLC
By:
Name:
Title:
POCO GRAPHITE INTERNATIONAL, INC
By:
Name:
Title:
ENTEGRIS NETHERLANDS, INC.
By:
Name:
Title:
ACCEPTED AND ACKNOWLEDGED BY:
WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Agent
By: Juny Jeffer
Name: U / /
Title: Troy Jefferson

ENTEGRIS MATERIALS, INC.

TRADEMARK SECURITY AGREEMENT

# SCHEDULE I

to

# TRADEMARK SECURITY AGREEMENT

# TRADEMARK REGISTRATIONS/APPLICATIONS

Grantor	Mark	Application/ Registration No.	App/Reg Date
Entegris, Inc.	CONNECTOLOGY	2987954	8/23/2005
Entegris, Inc.	ENCOMPASS	2754326	8/19/2003
Entegris, Inc.	FLUOROGARD	2062726	5/20/1997
Entegris, Inc.	1-CU	2776074	10/21/2003
Entegris, Inc.	I-CU	2937699	4/5/2005
Entegris, Inc.	IMPACT	2246593	5/18/1999
Entegris, Inc.	IMPACT	2736648	7/15/2003
Entegris, Inc.	INTELLIGEN	2246592	5/18/1999
Entegris, Inc.	MYKROLIS	2832982	4/13/2004
Entegris, Inc.	OPTIMIZER	2624994	9/24/2002
Entegris, Inc.	PLANARGARD	2280990	9/28/1999
Entegris, Inc.	QUICKCHANGE	2923055	2/1/2005
Entegris, Inc.	RGEN	2652151	11/19/2002
Entegris, Inc.	SOLARIS	3539439	12/2/2008
Entegris, Inc.	WAFERGARD	2972708	7/19/2005
Entegris, Inc.	WAFERGARD	1359089	9/10/1985
Entegris, Inc.	WAFERPURE	1690054	6/2/1992
Entegris, Inc.	RINSEGARD	2855931	6/22/2004
Entegris, Inc.	CHEMLOCK	2796097	12/16/2003
Entegris, Inc.	PHASOR	3209059	2/13/2007
Entegris, Inc.	PHASOR	2757580	8/26/2003
Entegris, Inc.	INTERCEPT	2704811	4/8/2003
Entegris, Inc.	PROTEGO	2849302	6/1/2004
Entegris, Inc.	CHACOLLET	3133696	8/22/2006
Entegris, Inc.	PROCESSGARD	2826559	3/23/2004

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Grautor	Mark	Application/	i - Bear Die
Entegris, Inc.	OPTICHEM	Registration No.	App/Reg Date
		2995876	9/13/2005
Entegris, Inc.	LUMINOUSGARD	77/209513	6/19/2007
Entegris, Inc.	PLANARCORE	2974322	7/19/2005
Entegris, Inc.	XCDA	2810790	2/3/2004
Entegris, Inc.	INFINITY GPS	3036149	12/27/2005
Entegris, Inc.	GATE KEEPER	2005969	10/8/1996
Entegris, Inc.	AERONEX	2781845	11/11/2003
Entegris, Inc.	PLANARCAP	3104989	6/13/2006
Entegris, Inc.	ENABLING YIELD	3092715	5/16/2006
Entegris, Inc.	VANTARA	3165579	10/31/2006
Entegris, Inc.	VANTARA	3149103	9/26/2006
Entegris, Inc.	LITHOSCOUT	3152568	10/10/2006
Entegris, Inc.	SENTRY	3381763	2/12/2008
Entegris, Inc.	PUREBOND	3109383	6/27/2006
Entegris, Inc.	PUREBOND	1375854	12/17/1985
Entegris, Inc.	FLUOROPURE	1400346	7/8/1986
Entegris, Inc.	FLUOROWARE	0840431	12/12/1967
Entegris, Inc.	COOLCASE	2938564	4/5/2005
Entegris, Inc.	CRYSTALPAK	1962434	3/12/1996
Entegrís, Inc.	FLARETEK	1612936	9/11/1990
Entegris, Inc.	QUIKGRIP	1603754	6/26/1990
Entegris, Inc.	EMPAK	1418384	11/25/1986
Entegris, Inc.	DISKCARE	2732385	7/1/2003
Entegris, Inc.	FLARELOCK	2089727	8/19/1997
Entegris, Inc.	F10 EVO	2805898	1/13/2004
Entegris, Inc.	SMARTSTACK	2823646	3/16/2004
Entegris, Inc.	STAT-PRO	1295784	8/18/1984
Entegris, Inc.	NT	3049573	1/24/2006
Entegris, Inc.	DESIGN ONLY	2632533	10/8/2002
Entegris, Inc.	ACCU - TEK	2916452	1/4/2005

G	Mark	Application/	1
Grantor Entegris Inc		Registration No.	App/Reg Date 7/6/1999
Entegris, Inc.	MAGNAFLO	2259816	
Entegris, Inc.	INTEGRA	1848496	8/9/1994
Entegris, Inc.	AUTOPOD	2487936	9/11/2001
Entegris, Inc.	GALTEK	1203551	8/3/1982
Entegris, Inc.	HOT ZONE	2925269	2/8/2005
Entegris, Inc.	DYMENSION	2821739	3/9/2004
Entegris, Inc.	ESPY	1919424	9/19/1995
Entegris, Inc.	ENTEGRIS	2663647	12/17/2002
Entegris, Inc.	CHIPSENTRY	1547124	7/11/1989
Entegris, Inc.	WAFERCARE	2734998	7/8/2003
Entegris, Inc.	FLUOROLINE	1777873	6/22/1993
Entegris, Inc.	CAPSIL	2139512	2/24/1998
Entegris, Inc.	CLARILITE CERTIFIED	77110097	
Entegris, Inc.	DYMAK	2061806	5/13/1997
Entegris, Inc.	SOLOPAK	1760694	3/23/1993
Entegris, Inc.	ATCOR	1300209	10/16/2004
Entegris, Inc.	нүү	2602711	7/30/2002
Entegris, Inc.	CLARILITE	77/129452	3/13/2007
Entegris, Inc.	TORRENTO	77/146006	4/2/2007
Entegris, Inc.	PLANAREDGE	77/166496	4/26/2007
Entegris, Inc.	ENKIRO	77/339636	11/29/2007
Entegris, Inc.	SILVERSET	77/517718	7/9/2008
Entegris, Inc.	ULTRAPAK	1558035	9/26/1989
Entegris, Inc.	TEGO	77679022	2/26/2009
Poco Graphite, Inc.	EDM-1	3133505	8/22/2006
Poco Graphite, Inc.	EDM-2	3133510	8/22/2006
Poco Graphite, Inc.	EDM-3	3133507	8/22/2006
Poco Graphite, Inc.	EDM-4	3136278	8/29/2006
Poco Graphite, Inc.	EDM-150	3133506	8/22/2006
Poco Graphite, Inc.	EDM-200	3133508	8/22/2006

Grantor	Mark	Application/ Registration No.	App/Reg Date
Poco Graphite, Inc.	EDM-AF5	3136279	8/9/2006
Poco Graphite, Inc.	EDM-C3	3136280	8/29/2006
Poco Graphite, Inc.	EDM-C200	3133509	8/22/2006
Poco Graphite, Inc.	ZEE	3155740	10/17/2006
Poco Graphite, Inc.	FABMATE	1646466	5/28/1991
Poco Graphite, Inc.	FABMATE	1617340	10/16/1990
Poco Graphite, Inc.	GLASSMATE	1458022	9/22/1987
Poco Graphite, Inc.	SUPERSIC	1762413	4/6/1993
Poco Graphite, Inc.	POCOFOAM THERMAL MANAGEMENT MATERIALS	2737471	7/15/2003
Poco Graphite, Inc.	POCOFOAM	2553822	3/26/2002
Poco Graphite, Inc.	РОСО	2179828	8/11/1998
Poco Graphite, Inc.	POCO	2177811	8/4/1998
Poco Graphite, Inc.	РОСО	2177776	8/4/1998

# TRADE NAMES

Entegris Poco Graphite

# **COMMON LAW TRADEMARKS**

26th Wafer™

Accuflo™ metering valves

AluMax<sup>TM</sup> coatings

Alumax MDM™ coatings

Black Beauty<sup>TM</sup> and Surmet Black Beauty<sup>TM</sup> coatings

Borotex<sup>TM</sup> coatings

Chambergard™ diffuser

ChemFlo<sup>TM</sup> tubing

Chemgard™ housings

Chem-Line™ filters

Chempure™ purifiers

ChipGuard™ tray inserts

Clarilite reticle haze systems and services

Clarilite Certified reticle haze system components and services

C-max<sup>TM</sup> coatings

Concept to commercialization(SM)

Coolcase™ front opening unified pod

Design to startup to superior performance(SM)

Disk Delivery™ Systems and Services

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DiskGuard™ 3000 CF polyetheretherketone material

Dust Free<sup>TM</sup> ultra high purity silicon coatings

Embedded Diagnostics<sup>TM</sup>

Enkiro<sup>TM</sup> filters

EPOD<sup>TM</sup> rental services

Etchgard<sup>TM</sup> filters

Extraction<sup>TM</sup> filter system and filter housing

FabFit™ wafer shipping box

FlareMount™ sealing technology

Fluorex<sup>TM</sup> filters

Fluoro-Inline<sup>TM</sup> filters

Fluoroline<sup>TM</sup> filters

FluoroStat<sup>TM</sup> topical coating for static charge protection

Gasketgard<sup>TM</sup> inline gasket filters

Gold<sup>TM</sup> and Surmet Gold<sup>TM</sup> coatings

Guardian<sup>TM</sup> cartridge filters

Infinity<sup>TM</sup> gas purification system

i-Tray™ design software

Kaptura™ filters

Linegard<sup>TM</sup> filters

LiquidLens™ UPW systems

Lithoscout<sup>TM</sup> analyzers

Luminousgard™ sampling system

Microgard<sup>TM</sup> filters

Microgard Minichem<sup>TM</sup> filters

Minipure<sup>TM</sup>

Optics<sup>TM</sup> purifier

Panelgard<sup>TM</sup> cartridge filters

Photo 250<sup>TM</sup> dispense

Photo-Cool<sup>TM</sup> dispense

PI-250<sup>TM</sup> cartridge filter

Planaredge<sup>TM</sup> retaining rings

Pumpgard<sup>TM</sup> filters

Pure Copper<sup>TM</sup>

Purigard<sup>TM</sup>

Q4000TM manifold valves

Quick Release<sup>TM</sup> valve

Reactive Micro Matrix<sup>TM</sup> purification system

RMM<sup>TM</sup> purification system

RSP3™ purge systems and reticle pods

Sentry<sup>TM</sup> quick connect systems

SilicoMax<sup>TM</sup> coatings

Spectra<sup>TM</sup> wafer carrier

SpinDisc<sup>TM</sup>

SurfaceLine™ filters

Tera<sup>TM</sup> seal

TestGuard<sup>TM</sup> material

Thermogard<sup>TM</sup> filters

Thermogard X<sup>TM</sup> heat exchangers

Torrento<sup>TM</sup> filters

Trackgard<sup>TM</sup>

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TranSiMax<sup>TM</sup> coatings
U-Line<sup>TM</sup> housing
UltraC-HT<sup>TM</sup> coatings
Unigard<sup>TM</sup> filters
Vantara<sup>TM</sup> sampling system
VaporSorb<sup>TM</sup> chemical filters
Wafershield<sup>TM</sup> material
Waferstream<sup>TM</sup> wafer shipping products
Weld-in-Place<sup>TM</sup> equipment
Zintek<sup>TM</sup> material
Ziramic<sup>TM</sup> coatings

# TRADEMARK LICENSES

Master Trademark License Agreement between Millipore Corporation and Millipore Mykrolis Corporation dated March 31, 2001.

Master Trade Secret and Know-How Agreement between Millipore Corporation and Mykrolis Corporation dated March 31, 2001.

Trade Marks and Trade Dress License Agreement between Millipore Corporation and Mykrolis Corporation dated April 16, 2001.

TRADEMARK SECURITY AGREEMENT

RECORDED: 08/22/2011