

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jetalon Solutions, Inc.		04/01/2013	CORPORATION:
RECEIVING PARTY DATA			
Name:	Entegris - Jetalon Solutions, Inc.		
Street Address:	129 Concord Road		
City:	Billerica		
State/Country:	MASSACHUSETTS		
Postal Code:	01821-4600		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3193857	MP-CONNECT	
Registration Number:	3293754	CONTROLMP	
Registration Number:	3293752	288-CONNECT	
Registration Number:	3054243	CR-288	
Serial Number:	85826984	ICON LC	
Serial Number:	85827030	ICON LIQUID CONTROLLER	
CORRESPONDENCE DATA			
Fax Number:	6508382001		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	650-838-2000		
Email:	tami.tucker@alston.com		
Correspondent Name:	Adam M. Kaplan		
Address Line 1:	Alston & Bird LLP		
Address Line 2:	101 South Tryon Street, Suite 4000		
Address Line 4:	Charlotte, NORTH CAROLINA 28280-4000		

CH \$165.00 3193857

NAME OF SUBMITTER:	Adam M. Kaplan
Signature:	/Adam M. Kaplan/
Date:	07/16/2013
<b>Total Attachments: 9</b> source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif source=Assignment#page6.tif source=Assignment#page7.tif source=Assignment#page8.tif source=Assignment#page9.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "**Assignment**"), dated as of April 1, 2013 (the "**Effective Date**"), is made and entered into by and between Jetalon Solutions, Inc., a California corporation ("**Seller**"), and Entegris – Jetalon Solutions, Inc., a Delaware corporation and a subsidiary of Entegris, Inc. ("**Buyer**"). Buyer and Seller are sometimes referred to herein, individually, as a "**Party**" and, collectively, as the "**Parties.**" Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Purchase Agreement (as hereinafter defined).

WHEREAS, Buyer and Seller have entered into a certain Asset Purchase Agreement, dated as of the date hereof (the "**Purchase Agreement**"), pursuant to which Buyer is acquiring certain assets of Seller.

WHEREAS, Seller has agreed, pursuant to the Purchase Agreement, to sell, transfer, convey, assign, grant, and deliver, or cause to be sold, transferred, conveyed, assigned, granted, and delivered to Buyer, and Buyer has agreed to purchase from Seller, all of Seller's right, title, and interest in and to the Acquired Assets purchased by Buyer pursuant to the Purchase Agreement.

NOW, THEREFORE, pursuant and subject to the terms and conditions set forth in the Purchase Agreement, including, without limitation, the representations, warranties, covenants, and agreements set forth therein, and in consideration of the promises hereof, the covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Party, intending to be legally bound, does hereby agree as of the Effective Date as follows:

1. Seller hereby sells, transfers, conveys, assigns, grants, and delivers to Buyer all right, title, and interest in and to all of Seller's Intellectual Property (as defined in the Purchase Agreement), including, without limitation, the Seller's Intellectual Property identified in **Section 2.10(a)** of the Disclosure Schedule to the Purchase Agreement and set forth in the attached **Exhibit A-1 – Exhibit A-5** hereto (the "**Seller's Intellectual Property**").

2. Seller shall without further consideration, at the reasonable request of the Buyer, take any and all additional actions as may be reasonably necessary or appropriate to effect the transactions contemplated by this Assignment and the Purchase Agreement at Buyer's expense. Such actions may include, without limitation: the execution of all papers and documents and swearing of all lawful oaths to perfect the rights in Seller's Intellectual Property; and the execution of all documents to record the assignments and transfers made in this Assignment and the filing of such documents with the appropriate domestic and foreign governmental authorities.

3. Nothing in this Assignment is intended to provide any rights to the Seller

or Buyer beyond those rights expressly provided to such parties in the Purchase Agreement. Nothing contained in this Assignment is intended to impose any obligations or liabilities on the Seller or Buyer beyond those obligations and liabilities expressly imposed on such parties in the Purchase Agreement. Nothing contained in this Assignment is intended to limit any of the rights or remedies available to the Seller or Buyer.

4. Seller may not assign this Assignment or any of its rights, interests or obligations under this Assignment without the prior written consent of Buyer. This Assignment is binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

5. This Assignment may be executed in two (2) or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement or the terms of this Agreement to produce or account for more than one (1) of such counterparts. Facsimiles or other electronic transmissions of signatures shall be deemed to be originals.

6. Any term or provision of this Assignment that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the Parties agree that the court making the determination of invalidity or unenforceability shall have the power to limit the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Assignment shall be enforceable as modified.

7. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to the choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdictions other than those of the State of Delaware.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Intellectual Property Assignment to be executed as of the Effective Date.

**BUYER:**

ENTEGRIS – JETALON SOLUTIONS, INC.

By: Peter W. Walcott  
Name: Peter W. Walcott  
Title: Vice President & Secretary

**SELLER:**

JETALON SOLUTIONS, INC.

By: \_\_\_\_\_  
Name: Ron Chiarello, Ph.D.  
Title: President & Chief Executive Officer

IN WITNESS WHEREOF, the Parties hereto have caused this Intellectual Property Assignment to be executed as of the Effective Date.

**BUYER:**

ENTEGRIS – JETALON SOLUTIONS, INC.


By: \_\_\_\_\_

Name: Peter W. Walcott

Title: Vice President & Secretary

**SELLER:**

JETALON SOLUTIONS, INC.

By:  \_\_\_\_\_

Name: Ron Chiarello, Ph.D.

Title: President & Chief Executive Officer

**EXHIBIT A-1**

**Patents - Published**

Country	Record Owner	Application /Patent Number	Date	Title
US	Jetalon Solutions, Inc.	7,268,864	9/11/07	Method for a Liquid Chemical Concentration Analysis System
US	Jetalon Solutions, Inc.	7,317,533	1/8/08	Metal Ion Concentration Analysis for Liquids
US	Jetalon Solutions, Inc.	7,319,523	1/15/08	Apparatus for a Liquid Chemical Concentration Analysis System
US	Jetalon Solutions, Inc.	7,397,547	7/8//08	Method and Apparatus for Liquid Chemical Concentration Analysis Systems
US	Jetalon Solutions, Inc.	7,471,379	12/30/08	Method for Liquid Chemical Concentration Analysis Systems
US	Jetalon Solutions, Inc.	12/469662	5/20/09	Sensing System and Method
US	Jetalon Solutions, Inc.	13/401765	2/21/12	Critical Angle Optical Sensor Appar

## EXHIBIT A-2

### Patents - Unpublished

Country	Record Owner	Application /Patent Number	Date	Title
US	Jetalon Solutions, Inc.	61/727630	11/16/11	Controlling Mixing Concentration



## EXHIBIT A-3

### Trademarks

Country	Record Owner	Trademark	Application/ Registration Number	Filing/ Registration Date
US	Jetalon Solutions, Inc.	MP-connect	3193857	1/2/07
US	Jetalon Solutions, Inc.	ControlMP	3293754	9/18/07
US	Jetalon Solutions, Inc.	288-connect	3293752	9/18/07
US	Jetalon Solutions, Inc.	CR-288	3054243	1/31/06
US	Jetalon Solutions, Inc.	ICON LC	85826984	1/18/13
US	Jetalon Solutions, Inc.	ICON LIQUID CONTROLLER	85827030	1/18/13

## EXHIBIT A-4

### Domain Names

Domain	Tld	Owner
Jetalon.com		Jetalon Solutions, Inc.
Jetalonsolutions.com		Jetalon Solutions, Inc.

### Unregistered Trademarks

Domain	Tld	Owner
Jetalon		Jetalon Solutions, Inc.
Jetalon Solutions		Jetalon Solutions, Inc.
NX-148		Jetalon Solutions, Inc.
GS-88		Jetalon Solutions, Inc.
CS-928		Jetalon Solutions, Inc.

**EXHIBIT A-5****Copyrights**

Record Owner	Title	Dated Filed	Registration Number	Date of Creation
Jetalon Solutions, Inc.	CS-928 Firmware 1.0.	1/29/09	TXu001621993	2008
Jetalon Solutions, Inc.	CR288 Firmware.	7/9/08	TXu001580048	2005
Jetalon Solutions, Inc.	NX148 Firmware.txt.	7/9/08	TXu001580047	2005
Jetalon Solutions, Inc.	288-Connect VB4 Software.	7/9/08	TXu001580041	2005
Jetalon Solutions, Inc.	148-connect V4 Software.	7/9/08	TXu001580042	2007
Jetalon Solutions, Inc.	288 connect v3.5.1.	1/18/06	001322752	2005
Jetalon Solutions, Inc.	CR-288_2812_Firmware_v2.0.	1/18/06	TXu001300251	2005
Jetalon Solutions, Inc.	288-report.	1/18/06	TXu001300251	2005
Jetalon Solutions, Inc.	Software and firmware test info.	6/3/05	TXu001248074	2005
Jetalon Solutions, Inc.	CR-288 testing summary.	6/3/05	TXu001245467	2005
Jetalon Solutions, Inc.	CR-288 assembly instructions.	6/3/05	TXu001245466	2005
Jetalon Solutions, Inc.	CR-288 calibration procedure.	6/3/05	TXu001245465	2005
Jetalon Solutions, Inc.	CR-288-2812-Firmware.	6/3/05	TXu001245464	2005