

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
Trianja Technologies, Inc.		12/05/2013	CORPORATION: TEXAS

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: 10

Property Type	Number	Word Mark
Serial Number:	85828777	TRIANJA TECNOLOGIES
Serial Number:	85828759	TRIANJA TECHNOLOGIES
Serial Number:	85587980	TRIANJA TECHNOLOGIES INNOVATIVE 3D GLASS
Serial Number:	85587937	INNOVATIVE 3D GLASS ENGINEERING FOR THE
Serial Number:	85587880	TRI-SLIDES TOOLS FOR SERIOUS RESEARCH
Serial Number:	85586659	TRI-SLIDES
Serial Number:	85586604	TOOLS FOR SERIOUS RESEARCH
Registration Number:	4262188	TRIANJA TECHNOLOGIES
Registration Number:	4258652	TRIANJA TECHNOLOGIES
Registration Number:	4246471	TRIANJA TECHNOLOGIES

CORRESPONDENCE DATA

Fax Number: 2149813400
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

CH \$265.00 85828777

Phone: 214-981-3483
Email: dclark@sidley.com
Correspondent Name: Dusan Clark, Esq.
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

NAME OF SUBMITTER: Dusan Clark

Signature: /Dusan Clark/

Date: 12/05/2013

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 December 5, 2013 by and from TRIANJA TECHNOLOGIES, INC., a Texas corporation ("Grantor") to and in favor of JPMORGAN CHASE BANK, N.A., for itself and as Collateral Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, "Grantee").

WHEREAS, Photronics, Inc. (the "Borrower"), the Lenders and Grantee have entered into a Third 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, Grantor and certain other Subsidiaries of the Borrower have guaranteed the repayment of the Secured Obligations pursuant to a Second 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, the Borrower and certain other Subsidiaries of the Borrower have entered into a Second Amended and Restated 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 Secured Parties. 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

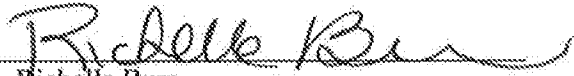
acquired by Grantor, together with (2) all proceeds of such Trademarks, (3) the goodwill associated with such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of such Trademarks or unfair competition regarding the same.

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.




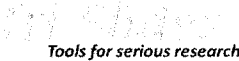


IN WITNESS WHEREOF, Grantor has executed this Confirmatory Grant effective as of the date first written above.

TRIANJA TECHNOLOGIES, INC.

By: 
Name: Richelle Burr
Title: Vice President

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

MARK	SERIAL NO.	DATE FILED	REG. NO.	DATE REG.
TRIANJA TECHNOLOGIES <i>and Design</i> 	85828777	1/22/2013		
TRIANJA TECHNOLOGIES <i>and Design</i> 	85828759	1/22/2013		
TRIANJA TECHNOLOGIES INNOVATIVE 3D GLASS ENGINEERING FOR THE WORLD <i>and Design</i> 	85587980	4/3/2012		
INNOVATIVE 3D GLASS ENGINEERING FOR THE WORLD	85587937	4/3/2012		
TRI-SLIDES TOOLS FOR SERIOUS RESEARCH <i>and Design</i> 	85587880	4/3/2012		
TRI-SLIDES	85586659	4/2/2012		
TOOLS FOR SERIOUS RESEARCH	85586604	4/2/2012		
TRIANJA TECHNOLOGIES <i>and Design</i> 	85404637	8/23/2011	4262188	12/18/2012
TRIANJA TECHNOLOGIES <i>and Design</i> 	85404604	8/23/2011	4258652	12/11/2012
TRIANJA TECHNOLOGIES	85122115	9/2/2010	4246471	11/20/2012