

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VAT Holding AG		02/11/2014	CORPORATION: SWITZERLAND
RECEIVING PARTY DATA			
Name:	UBS AG, Stamford Branch		
Street Address:	677 Washington Boulevard		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Banking Corporation: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1315568	VAT	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	714-540-1235		
Email:	ipdocke@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	033607-0061		
NAME OF SUBMITTER:	Anna T Kwan		
Signature:	/atk/		
Date:	02/11/2014		

OP \$40.00 1315568

**Total Attachments: 13**

source=Virtuoso - IP Security Agreement#page1.tif  
source=Virtuoso - IP Security Agreement#page2.tif  
source=Virtuoso - IP Security Agreement#page3.tif  
source=Virtuoso - IP Security Agreement#page4.tif  
source=Virtuoso - IP Security Agreement#page5.tif  
source=Virtuoso - IP Security Agreement#page6.tif  
source=Virtuoso - IP Security Agreement#page7.tif  
source=Virtuoso - IP Security Agreement#page8.tif  
source=Virtuoso - IP Security Agreement#page9.tif  
source=Virtuoso - IP Security Agreement#page10.tif  
source=Virtuoso - IP Security Agreement#page11.tif  
source=Virtuoso - IP Security Agreement#page12.tif  
source=Virtuoso - IP Security Agreement#page13.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated February 11, 2014, is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and UBS AG, Stamford Branch, as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to (i) the Credit Agreement dated as of February 11, 2014 (as it may hereafter be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder) among Polyusus Lux 2 S.à r.l. and Virtuoso US LLC, as Borrowers, Virtuoso Lux II S.à r.l., as Holdings, UBS AG, Stamford Branch, as administrative agent and collateral agent, and the other parties thereto and (ii) the Security Agreement dated February 11, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors from time to time party thereto and the Collateral Agent. Capitalized terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time and the issuance of Letters of Credit by the L/C Issuers from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered the Security Agreement.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and any other appropriate domestic federal governmental authorities.

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

**SECTION 1. Grant of Security.** Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the “Collateral”):

- (i) the patents and patent applications set forth in Schedule A hereto (the “Patents”);
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and so long as creation of a security interest therein or the assignment thereof would result in the loss of any material rights therein), together with the goodwill symbolized thereby (the “Trademarks”);
- (iii) all copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “Copyrights”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable domestic federal government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law; Jurisdiction; Etc. (a) THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN THE STATE, COUNTY AND CITY OF NEW YORK AND OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS IP SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, THE COLLATERAL AGENT, ANY LENDER OR ANY L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS IP SECURITY AGREEMENT AGAINST THE GRANTORS OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT IN ANY COURT REFERRED TO IN PARAGRAPH (b) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 6(e) WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

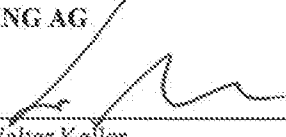
SECTION 7. Intercreditor Agreement. Reference is made to the intercreditor agreement dated as of February 11, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement") among Polyusus Lux 2 S.à r.l., Virtuoso US

LLC, Virtuoso Lux II S.à r.l., and the Subsidiary Grantors party thereto, UBS AG, Stamford Branch, as Collateral Agent (as defined therein), and the other parties party thereto. Notwithstanding anything herein to the contrary, the lien and security interests granted to the Collateral Agent, for the benefit of the Secured Parties pursuant to this IP Security Agreement and the exercise of any rights or remedies by the Collateral Agent and the other Secured Parties hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of the Intercreditor Agreement and this IP Security Agreement, the provisions of the Intercreditor Agreement shall control.

*[Remainder of page intentionally left blank.]*

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

**VAT HOLDING AG**

By:   
Name: Walter Keller  
Title: Board Member

By: \_\_\_\_\_  
Name: Ulrich Eckhardt  
Title: Board Member

[Signature page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

**VAT HOLDING AG**

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

Name: Walter Keller

Title: Board Member


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

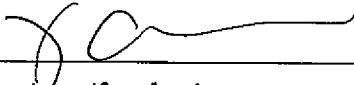
Name: Ulrich Eckhardt

Title: Board Member



**UBS AG, Stamford Branch**  
as Collateral Agent

By:   
Name: Lana Gifas  
Title: Director  
Banking Products Services, US

By:   
Name: Jennifer Anderson  
Title: Associate Director  
Banking Product Services

[Signature page to Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 005214 FRAME: 0156**

**Schedule A**

**Patents**

Assignee	Patent	Filing Date	Application Number	Issue Date	Patent Number
Vat Holding AG	SLIDE VALVE	18.12.1995	08/573,833	26.11.1996	5,577,707
Vat Holding AG	CONTROL APPARATUS FOR CONTROLLING GAS FLOW IN A MOLECULAR REGION	29.01.1996	08/592,983	23.02.1999	5,873,562
Vat Holding AG	DEVICE FOR CLOSING AND OPENING OF A TANK OR A TUBULAR CONDUIT	20.10.1998	09/175,239	02.05.2000	6,056,266
Vat Holding AG	CLOSING ASSEMBLY FOR A CHAMBER HAVING A THROUGH OPENING	27.05.1998	09/085,431	08.06.1999	5,909,867
Vat Holding AG	BATTERFLY VALVE	12.07.2001	09/904,426	17.12.2002	6,494,434
Vat Holding AG	VACUUM VALVE	01.11.2001	09/759,111	13.08.2002	6,431,518
Vat Holding AG	VACUUM VALVE	11.01.2001	09/759,025	07.10.2003	6,629,682
Vat Holding AG	DIAPHRAGAM BELLOWS DEVICE	07.05.2002	10/141,167	26.11.2002	6,485,007
Vat Holding AG	LOCKING DEVICE FOR INTRODUCING SUBSTRATES INTO A VACUUM CHAMBER	14.07.2003	10/619,391	12.07.2005	6,916,009
Vat Holding AG	REGULATING SLIDE VALVE	19.06.2003	10/465,447	07.06.2005	6,902,145
Vat Holding AG	CLOSURE DEVICE FOR VACUUM CLOSURE OF AT LEAST ONE OPENING IN A WALL	16.04.2003	10/414,613	31.05.2005	6,899,316
Vat Holding AG	VALVE DEVICE	12.08.2004	10/916,698	12.06.2007	7,228,687
Vat Holding AG	METHOD FOR CONTROL OF A VACUUM VALVE ARRANGED BETWEEN TWO VACUUM CHAMBERS	13.08.2004	10/917,641	02.05.2006	7,036,794
Vat Holding AG	VACUUM VALVE	08.09.2004	10/936,163	14.03.2006	7,011,294



Assignee	Patent	Filing Date	Application Number	Issue Date	Patent Number
Vat Holding AG	VACUUM VALVE	02.02.2006	11/347,163	27.01.2009	7,481,417
Vat Holding AG	VACUUM VALVE	17.07.2007	11/778,961	27.07.2010	7,762,527
Vat Holding AG	VACUUM VALVE	10.09.2007	11/852,517	08.06.2010	7,731,156
Vat Holding AG	METHOD FOR CONTROLLING OR REGULATING A VACUUM VALVE	15.01.2010	12/688,235	13.03.2012	8,132,782
Vat Holding AG	METHOD FOR CONTROLLING OR REGULATING A VACUUM VALVE	15.01.2010	12/688,140	27.03.2012	8,141,847
Vat Holding AG	VACUUM VALVE	07.05.2010	12/775,795	08.01.2013	8,348,234
Vat Holding AG	SLIDE VALVE	10.11.2010	12/943,353	10.07.2012	8,215,612
Vat Holding AG	VACUUM VALVE	21.09.2009	13/119,530		
Vat Holding AG	VACUUM VALVE	09.10.2009	12/576,527	15.05.2012	8,177,190
Vat Holding AG	MOUNTING OF A VALVE PLATE ON A VALVE ROD	19.01.2011	13/009,147		
Vat Holding AG	CLOSING UNIT FOR A VACUUM VALVE	25.10.2010	12/910,901	20.08.2013	8,511,642
Vat Holding AG	DOOR FOR SEALING AN OPENING	18.01.2011	13/575,411		
Vat Holding AG	VACUUM VALVE	14.12.2010	12/967,692	13.08.2013	8,505,875
Vat Holding AG	DEVICE FOR CLOSING AN OPENING IN A CHAMBER WALL	17.11.2010	13/574,822		
Vat Holding AG	VACUUM VALVE	07.01.2011	13/521,877		
Vat Holding AG	ARRANGMENT HAVING AT LEAST ONE VALVE	28.01.2013	13/751,465		

Assignee	Patent	Filing Date	Application Number	Issue Date	Patent Number
Vat Holding AG	GAS METERING DEVICE WITH SPRING LOADING DEVICE HAVING SERIALY ARRANGED SPRINGS	21.11.2012	13/683,060		
Vat Holding AG	VALVE HOUSING FOR A VACUUM VALVE	18.03.2013	13/845,461		
Vat Holding AG	VALVE ARRANGEMENT	24.11.2009	12/625362	20.03.2012	8 136 793
Vat Holding AG	VACUUM GATE VALVE	18.05.2004	10/847,464	14.11.2006	7,134,642
Vat Holding AG	VALVE FOR ESSENTIALLY GASTIGHT CLOSING A FLOW PATH	20.12.2005	11/311,434	8.07.2006	7,396,001
Vat Holding AG	VALVE ESSENTIALLY GASTIGHT CLOSING A FLOW PATH	27.10.2006	11/588,354	09.02.2010	7,658,367
Vat Holding AG	SHUTTLE VALVE HAVING TWO DRIVES	18.07.2007	11/879,500	23.04.2013	8,424,843
Vat Holding AG	VACUUM CHAMBER SYSTEM FOR SEMICONDUCTOR PROCESSING	19.01.2007	11/655,111	17.01.2012	8,097,084
Vat Holding AG	VACUUM VALVE DRIVE	04.05.2007	11/744,814	10.03.2009	7,500,649
Vat Holding AG	PENDULUM AND SLIDE GATE VACUUM VALVE	19.12.2006	11/641,114	28.09.2010	7,802,772
Vat Holding AG	VACUUM GATE VALVE HAVING A LIMB ELEMENT	09.06.2008	12/135,751	19.07.2011	7,980,529
Vat Holding AG	VACUUM VALVE AND CLOSURE PLATE FOR VACUUM VALVE	16.07.2009	12/504,358	14.06.2011	7,959,130
Vat Holding AG	FLAP TRANSFER VALVE WITH VALVE COVER	22.10.2010	12/910,531		
Vat Holding AG	FLAP TRANSFER VALVE WITH PIVOTING BEARING	22.10.2010	12/910,568		
Vat Holding AG	FLAP TRANSFER VALVE WITH PIVOTABLE VALVE CLOSURE BEAM	03.02.2011	13/020,248	07.01.2014	US 8,622,368

Vat Holding AG	VALVE FOR THE SUBSTANTIALLY GAS-TIGHT INTERRUPTION OF A FLOW PATH	27.07.2012	13/560,560	08.10.2013	US 8,550,430
Vat Holding AG	VACUUM SLIDE GATE VALVE	23.12.2013	14/139,352		
Vat Holding AG	VACUUM VALVE	15.07.2013	13941645		
Vat Holding AG	VACUUM VALVE	12.07.2013	13940369		
Vat Holding AG	VALVE	19.04.2013	13866163		
Vat Holding AG	VALVE WITH AT LEAST ONE CLOSING BODY	02.05.2012	13461865		
Vat Holding AG	VACUUM VALVE WITH GAS-TIGHT SHAFT PENETRATION	04.03.2011	13062458		
Vat Holding AG	LINEAR MOTION LEADTHROUGH	03.10.2001	09970524	08.04.2003	6543748
Vat Holding AG	VACUUM VALVE	26.02.2002	10085525	03.02.2004	6685163
Vat Holding AG	SEAL ARRANGMENT FOR A VACUUM VALVE	26.06.2002	10185479	02.03.2004	6698719
Vat Holding AG	VACUUM VALVE	29.03.2007	11693257	19.08.2008	7413162
Vat Holding AG	CLOSURE DEVICE FOR THE VACUUM-TIGHT CLOSING OF AN OPENING IN A WALL	22.05.2007	11751764	03.11.2009	7611122
Vat Holding AG	VALVE HAVING A SEALING MEMBER	13.11.2009	12618261	23.08.2011	8002238

**Schedule B**

**Trademarks**

<b>Registered Owner</b>	<b>Trademark</b>	<b>Country</b>	<b>Filing Date</b>	<b>Filing Number</b>	<b>Registration Date</b>	<b>Registration Number</b>
VAT Holding AG	COMVAT	USA	28.10.2004	79013443	23.01.2007	3202286 (IR 856906)
VAT Holding AG		USA	01.10.2004	79008030	13.06.2006	3104136 (IR 840794)
VAT Holding AG		USA	10.02.1984	73465027	22.01.1985	1315568

**Schedule C**

**Copyrights**

None.