

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM331051

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ultra Clean Technology Systems and Service, Inc.		02/02/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	East West Bank		
Street Address:	555 Montgomery Street, 9th Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	Commercial Bank: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2152652	ULTRA CLEAN TECHNOLOGY	
CORRESPONDENCE DATA			
Fax Number:	8586385130		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	858-677-1400		
Email:	susan.reynolds@dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	4365 Executive Drive, Suite 1100		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	383739-36		
NAME OF SUBMITTER:	Troy Zander		
SIGNATURE:	/s/ Troy Zander		
DATE SIGNED:	02/04/2015		
Total Attachments: 6			
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EXECUTION VERSION

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "*Agreement*") is entered into as of February 2, 2015, by and between EAST WEST BANK ("*Bank*") and ULTRA CLEAN TECHNOLOGY SYSTEMS AND SERVICE, INC., a California corporation ("*Grantor*").

RECITALS

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof, among Ultra Clean Holdings, Inc. ("*Borrower*"), the several banks and other financial institutions or entities from time to time parties thereto (each a "*Lender*" and, collectively, the "*Lenders*"), and Bank, as administrative agent and collateral agent for the Lenders (as the same may be amended, modified, supplemented or restated from time to time, the "*Credit Agreement*"; capitalized terms used herein are used as defined in the Credit Agreement), Lenders have agreed to make certain extensions of credit to Borrower upon the condition, among others, that Grantor shall grant to Bank, as Administrative Agent for the Lenders, a security interest in Grantor's Intellectual Property to secure the Obligations, as defined in the Agreement; and

WHEREAS, Grantor is party to the Guarantee and Collateral Agreement, dated as of the date hereof, by and among Grantor, Bank and the other grantors named therein (as the same may be amended, modified, supplemented or restated from time to time, the "*Guarantee Agreement*"), pursuant to which Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral, as defined in the Guarantee Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment, when due, of the Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including, without limitation, those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including, without limitation, all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof, but excluding any United States "intent to use" trademarks to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of or render void such "intent to use" trademark applications under applicable federal law.

This security interest is granted in conjunction with the security interest granted to Bank under the Guarantee Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Guarantee Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Guarantee Agreement, the Credit Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

c/o Ultra Clean Technology Systems and Service, Inc.
26426 Corporate Avenue
Hayward, CA 94545
Attention: Kevin C. Eichler
Email: keichler@uct.com

ULTRA CLEAN TECHNOLOGY SYSTEMS AND SERVICE, INC.

By:



Name: Kevin C. Eichler

Title: Chief Financial Officer

BANK:

Address of Bank:

EAST WEST BANK
555 Montgomery Street, 9th Floor
San Francisco, CA 94111
Attn: Alexis Coyle, Managing Director
email: Alexis.Coyle@eastwestbank.com

EAST WEST BANK

By:

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Name: Alexis Coyle

Title: Managing Director

Signature Page to Intellectual Property Security Agreement

TRADEMARK
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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

c/o Ultra Clean Technology Systems and Service, Inc.
26426 Corporate Avenue
Hayward, CA 94545
Attention: Kevin C. Eichler
Email: ceichler@uct.com

ULTRA CLEAN TECHNOLOGY SYSTEMS AND SERVICE, INC.

By: _____

Name: Kevin C. Eichler

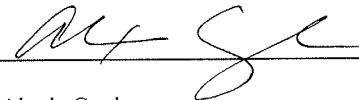
Title: Chief Financial Officer

BANK:

Address of Bank:

EAST WEST BANK
555 Montgomery Street, 9th Floor
San Francisco, CA 94111
Attn: Alexis Coyle, Managing Director
email: Alexis.Coyle@eastweatbank.com

EAST WEST BANK

By:  _____

Name: Alexis Coyle

Title: Managing Director

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None

EXHIBIT B

Patents

Description	Patent/Application Number	Registration/File Date
Welding method for forming chromium oxide passivated film at welded position	6172320	1/9/2000

EXHIBIT C

Trademarks

Description	Serial/Registration Number	Application/Registration File Date
Ultra Clean Technology	2152652	12/11/1992