

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM378076

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GTAT Corporation		03/17/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	UMB Bank, National Association		
Street Address:	1010 GRAND BOULEVARD		
City:	Kansas City		
State/Country:	MISSOURI		
Postal Code:	64106		
Entity Type:	National Association: MISSOURI		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3523763	HEM	
Registration Number:	1084417		
Registration Number:	1150725	CRYSTAL SYSTEMS	
Serial Number:	86220441	MERLIN	
Serial Number:	86220468	SICLONE	
CORRESPONDENCE DATA			
Fax Number:	6175265000		
<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:	617-526-6000		
Email:	josh.smith@wilmerhale.com		
Correspondent Name:	Michael J. Bevilacqua, Esq.		
Address Line 1:	60 State Street		
Address Line 2:	Wilmer Cutler Pickering Hale and DorrLLP		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	2212293.120		
NAME OF SUBMITTER:	Michael J. Bevilacqua		
SIGNATURE:	/michael j. bevilacqua/		
DATE SIGNED:	03/25/2016		

OP \$140.00 3523763

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of March 17, 2016, by GTAT Corporation, a Delaware corporation (the "Grantor"), in favor of UMB Bank, National Association, in its capacity as collateral agent under the Security Agreement defined below (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Collateral Agreement, dated as of the date hereof (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee and UMB Bank, National Association, as trustee ; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee, for the benefit of the Secured Parties, a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Trademark Collateral"), to secure the payment, performance and observance of the Obligations; provided, however, that notwithstanding the foregoing, the Trademark Collateral shall not include, and such security interest shall not attach to, any and all Excluded Assets to the extent and for the period in which any property or asset remains an Excluded Asset.

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee, for the benefit of the Secured Parties, a continuing security interest in the Trademark Collateral to secure the prompt payment, performance and observance of the Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

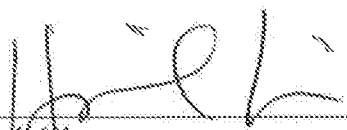
This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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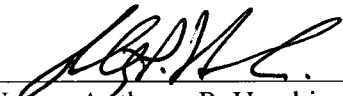
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

GTAT CORPORATION

By:


Name: Hoi Kim
Title: Vice President, General Counsel
and Secretary

UMB BANK, NATIONAL ASSOCIATION, as
Collateral Agent


By: 
Name: Anthony P. Hawkins
Title: Vice President:

:

{Signature Page to Trademark Security Agreement}

Schedule A

Trademark Applications and Registrations

<u>Owner</u>	<u>Trademark</u>	<u>Status</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
GTAT Corporation	HEM	Registered	USA	3,523,763	77/415,220	03/02/2008	10/28/2008
GTAT Corporation	(Crystal Design)	Registered	USA	1,084,417	73/092,027	06/30/1976	02/07/1978
GTAT Corporation		Registered	USA	1,150,725	73/163,474	03/24/1978	04/14/1981
GTAT Corporation	Merlin	Pending	USA		86/220,441	03/13/2014	
GTAT Corporation	SiClone	Pending	USA		86/220,468	03/13/2014	