

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM427480

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ENTEGRIS, INC.		05/12/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS BANK USA, as Collateral Agent		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4885232	MEGAVAP	
Serial Number:	87159397	EVOLV	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F170128 TM Term		
NAME OF SUBMITTER:	Nora Sullivan		
SIGNATURE:	/Nora Sullivan/		
DATE SIGNED:	05/15/2017		
Total Attachments: 4			
source=Entegris 2017 - Term Trademark Security Agreement#page2.tif			
source=Entegris 2017 - Term Trademark Security Agreement#page3.tif			
source=Entegris 2017 - Term Trademark Security Agreement#page4.tif			

OP \$65.00 4885232

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

May 12, 2017

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, ENTEGRIS, INC., a Delaware corporation (the “Grantor”) with principal offices at 129 Concord Road, Billerica, MA 01821, hereby grants to GOLDMAN SACHS BANK USA, as Collateral Agent, with principal offices at 200 West Street, New York, NY 10282 (the “Grantee”), a continuing security interest in (i) all of the Grantor’s right, title and interest in, to and under the United States trademarks, trademark registrations and trademark applications (collectively, the “Marks”) set forth on Schedule A attached hereto, (ii) all rights and privileges arising under applicable law with respect to the Grantor’s use of the Marks, (iii) all reissues, continuations, extensions and renewals of the Marks and amendments thereto, (iv) income, fees, royalties, damages and payments now and hereafter due and/or payable with respect to any of the Marks, including damages, claims and payments for past, present or future infringements of the Marks, (v) all rights corresponding to the Marks throughout the world, (vi) all the goodwill of the business with which the Marks are associated and (vii) rights to sue for past, present and future infringements or dilutions of the Marks or other injuries thereto.

THIS GRANT is made to secure the payment or performance, as the case may be, in full of the Secured Obligations, as such term is defined in the Term Pledge and Security Agreement dated as of April 30, 2014, among the Grantor, the other grantors from time to time party thereto and the Grantee (as amended, modified, restated and/or supplemented from time to time, the “Pledge and Security Agreement”).

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Pledge and Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Pledge and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

Notwithstanding anything herein to the contrary, the Liens granted to the Collateral Agent pursuant to this Grant and the exercise of the rights and remedies of the Collateral Agent hereunder and under any other Collateral Document, are subject to the provisions of the ABL Intercreditor Agreement. In the event of any conflict between the terms of the ABL Intercreditor Agreement and this Grant or any other Collateral Document, the terms of the ABL Intercreditor Agreement shall govern and control. Notwithstanding anything to the contrary herein, the Collateral Agent acknowledges and agrees that the Grantor shall not be required to take or refrain from taking any action at the request of the Collateral Agent with respect to the Collateral if such action or inaction would be inconsistent with the terms of the ABL Intercreditor Agreement.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date first set forth above.

ENTEGRIS, INC., as Grantor

By:



Name: Gregory B. Graves

Title: Chief Financial Officer, Executive
Vice President and Treasurer

**GOLDMAN SACHS BANK USA, as Collateral
Agent**

By: 

Authorized Signatory

Douglas Tansey
Authorized Signatory

[Signature Page to Term Trademark Security Agreement]

[[3647687]]

TRADEMARK
REEL: 006056 FRAME: 0005

Trademarks

Registered Owner	Mark	Registration No.	Registration Date
Entegris, Inc.	MEGAVAP/US	4885232	2016-01-12

Trademark Applications

Registered Owner	Mark	Application No.	Filing Date
Entegris, Inc.	EVOLV	87/159,397	2016-09-02