

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM431976

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NexPlanar Corporation		06/20/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Cabot Microelectronics Corporation		
Street Address:	870 North Commons Drive		
City:	Aurora		
State/Country:	ILLINOIS		
Postal Code:	60504		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3702810	NEXPLANAR	
Registration Number:	4372801	ELEMENT	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	dattaiplaw@gmail.com		
Correspondent Name:	Manjari M. Datta		
Address Line 1:	1314 Inglewood Dr		
Address Line 4:	Cleveland Hts, OHIO 44121		
NAME OF SUBMITTER:	Manjari M. Datta		
SIGNATURE:	/mmdatta/		
DATE SIGNED:	06/21/2017		
Total Attachments: 2			
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OP \$65.00 3702810

TRADEMARK ASSIGNMENT AGREEMENT

This Assignment Agreement is made by and between

NexPlanar Corporation, a corporation organized and existing under the laws of Delaware, located at 7175 NW Evergreen Parkway, Suite 200, Hillsboro, Oregon 97124 (the "Assignor"); AND

Cabot Microelectronics Corporation, a corporation organized and existing under the laws of Delaware, located at 870 North Commons Drive, Aurora, Illinois 60504 (the "Assignee").

The Assignor and the Assignee are hereinafter referred to, individually, as "Party" and collectively, as "Parties".

WHEREAS, the Assignor is the proprietor and beneficial owner of the Trademark Registrations (the "Trademarks") in the United States (the "Territory") of which the particulars are set forth as follows:

<u>Trademark</u>	<u>Class</u>	<u>Application No.</u>	<u>Registration No.</u>
NEXPLANAR	7	77509846	3702810
ELEMENT	7	77869721	4372801

WHEREAS, the Assignee desires to acquire from the Assignor the Trademark Registrations in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, the Parties hereto agree as follows:

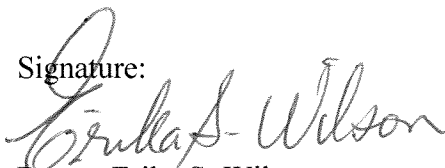
1. For and in consideration of the sum of 1 US dollar (one US dollar only) paid by the Assignee to the Assignor (the receipt of which is hereby acknowledged), the Assignor does hereby assign to the Assignee all rights, title and interests derived from and in connection with the Trademarks in the Territory.
2. The Assignor represents and warrants that it is the sole proprietor of all rights, title and interests derived from and in connection with the Trademarks in Territory, and that the assignment of the Trademarks from the Assignor to the Assignee shall not cause any infringement of intellectual property rights of any third party in the Territory.
3. The Trademarks are assigned in their present legal status, which is known to the Assignor. To the Assignor's best knowledge, there are no parties who are using the Trademarks, own registrations or pending applications for registration of the Trademarks and there are no pending cases before the court or national authorities, which may adversely affect the Trademarks. The Assignor does not make any further guarantee.

4. The Assignor shall furnish the Assignee with all necessary information on and in connection with the Trademarks, which may be required to perfect title in the Trademarks in the Assignee. The Assignor shall also furnish the Assignee with the original certificates covering the Trademarks.
5. This Agreement shall come into effect on the date on which this Agreement is registered by the competent authority as required by the laws of the Territory. The Parties hereto agree that this Agreement shall be submitted to the aforesaid authority in the Territory for its registrations. Each Party hereto shall fully cooperate with the other with regard to such registration or any additional approval that may be required in connection with the implementation of any portion of this Agreement.
6. This Agreement and all amendments, modifications, alterations or supplements hereto, shall be construed under, governed by, and the legal relations between the Parties hereto determined in accordance with the laws of the Territory, specifically in accordance with the laws of the state of Illinois.
7. Any dispute, controversy or claim arising out of or relating to this Agreement, or breach, termination of invalidity hereof shall be settled through bona fide negotiations between the Parties.
8. Any amendments, modifications, alternations or supplements to this Agreement shall be made in writing to be legally effective.
9. Each Party acknowledges that it has read this Agreement, understands it and agrees to be bound hereby, and represents and warrants that the individual executing this Agreement on its behalf is duly authorized to enter into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf by their duly authorized officers and representatives on this 20th day of June 2017.

For and on behalf of the Assignor

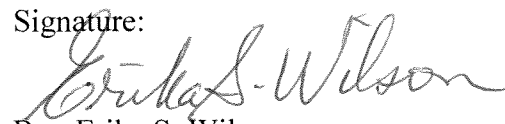
Signature:


By: Erika S. Wilson

Title: Assistant Secretary

For and on behalf of the Assignee

Signature:


By: Erika S. Wilson

Title: Assistant Secretary