

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM487633

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|------------------------------|-------------------|
| 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. | | 08/27/2018 | Corporation: CALIFORNIA |
| Quantum Global Technologies, LLC | | 08/27/2018 | Corporation: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|--------------------------------------------|
| Name: | Barclays Bank PLC, as Administrative Agent |
| Street Address: | 745 Seventh Avenue |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10019 |
| Entity Type: | Public Limited Company: UNITED KINGDOM |

PROPERTY NUMBERS Total: 9

| Property Type | Number | Word Mark |
|----------------------|---------|------------------------------------------|
| Registration Number: | 2152652 | ULTRA CLEAN TECHNOLOGY |
| Registration Number: | 4440107 | |
| Registration Number: | 3736033 | ADVANCED TECHNOLOGY CLEANING CENTER |
| Registration Number: | 3650981 | ATCC |
| Registration Number: | 3079346 | CHEMTRACE |
| Registration Number: | 2922341 | PROCESS IMPROVEMENT THROUGH CONSISTENTLY |
| Registration Number: | 3061584 | QUANTUMCLEAN |
| Registration Number: | 3736123 | SINGLE PART CHEMICAL CLEAN |
| Registration Number: | 3651120 | SPCC |

CORRESPONDENCE DATA

Fax Number: 6502515002

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.

Phone: (650) 251-5147

Email: jmull@stblaw.com

Correspondent Name: Alex Moser

Address Line 1: 2475 Hanover Street

CH \$240.00 2152652

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|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| Address Line 4: | Palo Alto, CALIFORNIA 94304 |
| ATTORNEY DOCKET NUMBER: | 001312/0021 |
| NAME OF SUBMITTER: | J. Jason Mull |
| SIGNATURE: | /J. Jason Mull/ |
| DATE SIGNED: | 08/27/2018 |
| Total Attachments: 6 source=Ultra Clean - IP Security Agreement - Trademarks#page1.tif source=Ultra Clean - IP Security Agreement - Trademarks#page2.tif source=Ultra Clean - IP Security Agreement - Trademarks#page3.tif source=Ultra Clean - IP Security Agreement - Trademarks#page4.tif source=Ultra Clean - IP Security Agreement - Trademarks#page5.tif source=Ultra Clean - IP Security Agreement - Trademarks#page6.tif | |

FORM OF TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 27, 2018 (as amended, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), is made by each of the signatories hereto (collectively, the “Grantors”) in favor of Barclays Bank PLC, as administrative agent (in such capacity, the “Administrative Agent”) for the Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below).

WHEREAS, Ultra Clean Holdings, Inc., a Delaware corporation (the “Parent Borrower”) has entered into the Credit Agreement, dated as of August 27, 2018 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Parent Borrower, the Subsidiary Borrowers (as defined therein) party thereto from time to time, the several banks and other financial institutions or entities from time to time parties thereto (the “Lenders”), certain other parties and the Administrative Agent;

WHEREAS, in connection with the Credit Agreement the Grantors have entered into the Guarantee and Collateral Agreement, dated as of August 27, 2018 in favor of the Administrative Agent for the benefit of the Secured Parties (as amended, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”); and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Administrative Agent for the ratable benefit of the Secured Parties.

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

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Trademark Security Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable.

SECTION 2. Grant of Security. Each Grantor hereby pledges and grants to the Administrative Agent for the ratable benefit of the Secured Parties a continuing security interest in and to all of such Grantor’s right, title and interest in the Trademarks listed on Schedule A, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by telecopy or electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 5. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York

SECTION 6. Conflict Provision. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Trademark Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement, as applicable, shall govern.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered by their duly authorized officers as of the date first above written.

ULTRA CLEAN TECHNOLOGY SYSTEMS
AND SERVICE, INC., as Grantor

By: *Sheri Savage*
Name: Sheri Savage
Title: Chief Financial Officer

QUANTUM GLOBAL TECHNOLOGIES, LLC, as
Grantor

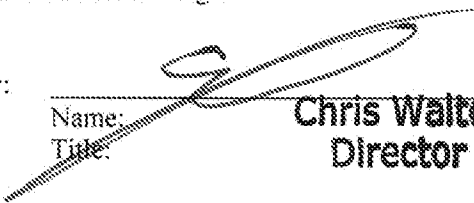
By: *Sheri Savage*
Name: Sheri Savage
Title: Chief Financial Officer

Accepted and Agreed to:

BARCLAYS BANK PLC,
as Administrative Agent

By:

Name:
Title:

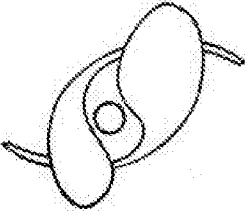


Chris Walton
Director

[Signature Page to Trademark Security Agreement]

SCHEDULE A

United States Trademarks and Trademark Applications

| Registered Owner/Grantor | Trademark | Country | Registration No. |
|--------------------------------------------------|-----------------------------------------------------------------------------------|--------------------------|------------------|
| Ultra Clean Technology Systems and Service, Inc. | “ULTRA CLEAN TECHNOLOGY” | United States of America | 2,152,652 |
| Quantum Global Technologies, LLC |  | United States of America | 4,440,107 |
| Quantum Global Technologies, LLC | “ADVANCED TECHNOLOGY CLEANING CENTER” | United States of America | 3,736,033 |
| Quantum Global Technologies, LLC | “ATCC” | United States of America | 3,650,981 |
| Quantum Global Technologies, LLC | “CHEMTRACE” | United States of America | 3,079,346 |
| Quantum Global Technologies, LLC | “PROCESS IMPROVEMENT THROUGH CONSISTENTLY CLEANER PARTS” | United States of America | 2,922,341 |
| Quantum Global Technologies, LLC | “QUANTUMCLEAN” | United States of America | 3,061,584 |
| Quantum Global Technologies, LLC | “SINGLE PART CHEMICAL CLEAN” | United States of America | 3,736,123 |
| Quantum Global Technologies, LLC | “SPCC” | United States of America | 3,651,120 |