

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM502343

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Particle Sizing Systems, LLC		01/22/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Entegris, Inc.		
Street Address:	129 Concord Road		
City:	Billerica		
State/Country:	MASSACHUSETTS		
Postal Code:	01821		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1340333	NICOMP	
Registration Number:	1782043	ACCUSIZER	
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>			
Phone:	617-542-5070		
Email:	tmdoctc@fr.com		
Correspondent Name:	Cynthia Johnson Walden		
Address Line 1:	Fish & Richardson PC		
Address Line 2:	P.O. Box 1022		
Address Line 4:	Minneapolis, MINNESOTA 55440-1022		
NAME OF SUBMITTER:	Elaine Cote		
SIGNATURE:	/Elaine Cote/		
DATE SIGNED:	12/17/2018		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (“Trademark Assignment”) is entered into as of January 22, 2018, by and among Entegris, Inc., a Delaware corporation (the “Buyer”), and Particle Sizing Systems, LLC, a Delaware limited liability company (the “Asset Seller”).

WHEREAS, the Buyer, the Asset Seller, Kerry Hasapidis and David Nicoli entered into an Asset Purchase Agreement dated as of the same date hereof (the “Purchase Agreement”), pursuant to which the Buyer agreed to purchase, and the Asset Seller agreed to sell or transfer, the Acquired Assets, including the trademarks of the Seller; and

WHEREAS, under the terms of the Purchase Agreement, the Asset Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of the Asset Seller, and has agreed to execute and deliver this Trademark Assignment.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Asset Seller hereby agrees as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Asset Seller hereby irrevocably conveys, transfers, and assigns to the Buyer, and the Buyer hereby accepts, all of the Asset Seller’s right, title, and interest in and to the following:
 - a. the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “Assigned Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;
 - b. all rights of any kind whatsoever of the Asset Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - c. any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - d. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. **Recordation and Further Actions.** The Asset Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record

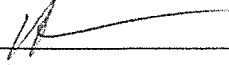
and register this Trademark Assignment upon request by the Buyer. Following the date hereof, upon the Buyer's reasonable request, the Asset Seller shall take such steps and actions, and provide such cooperation and assistance to the Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to the Buyer, or any assignee or successor thereto. The Buyer shall reimburse the Asset Seller for the Asset Seller's reasonable and documented out-of-pocket expenses in connection with the foregoing.

3. **Terms of the Purchase Agreement.** The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of the Asset Seller and the Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern. Buyer acknowledges that the Asset Seller makes no representation or warranty with respect to the Assigned Trademarks except as specifically set forth in the Purchase Agreement.
4. **Counterparts.** This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.
5. **Successors and Assigns.** This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
6. **Governing Law.** This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

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IN WITNESS WHEREOF, the Asset Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

PARTICLE SIZING SYSTEMS, LLC

By: 
Name: KERRY HASAPIDIS
Title: PRESIDENT

Acknowledges by:

ENTEGRIS, INC.

By: _____
Name: Gregory B. Graves
Title: Executive Vice President, Chief Financial
Officer and Treasurer

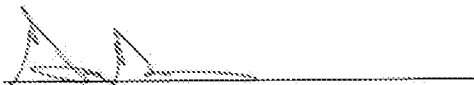
IN WITNESS WHEREOF, the Asset Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

PARTICLE SIZING SYSTEMS, LLC

By: _____
Name:
Title:

Acknowledges by:

ENTEGRIS, INC.

By: 
Name: Gregory B. Graves
Title: Executive Vice President, Chief Financial
Officer and Treasurer

Schedule 1
Trademarks

Trademark: NICOMP				
Country of Registration	Status	Reg. No.	Listed Owner	Renewal Due
United States	Registered; renewed in 2016	1340333	PARTICLE SIZING SYSTEMS LLC	June 11, 2025
China	Registered in 2010	7145529	PARTICLE SIZING SYSTEMS	October 20, 2020
Japan	Registered in 2016	5900079	パーティクル サイジング システムズ, エルエルシー (Particle Sizing Systems, LLC)	November 25, 2026
Korea	Registered in 2013	4008317060000	파티클 사이징 시스템즈 (Particle Sizing Systems)	August 2, 2020
India	Registered in 2009	1772333	PARTICLE SIZING SYSTEMS	January 9, 2009
EU	Registered in 2015	13620381	PARTICLE SIZING SYSTEMS LLC	January 6, 2025
Germany	Registered; renewed in 2014	1102154	Particle Sizing Systems, Inc.	November 30, 2024
France	Expired	1294592	PACIFIC SCIENTIFIC COMPANY	N/A
Taiwan	Unknown		Particle Sizing Systems	Unknown. Unpublished Application #097058790, filed 12/26/2008
Hong Kong	Registered, August 31, 2009	301264626	PARTICLE SIZING SYSTEMS 75 AERO CAMINO # B, GOLETA, CA 93117, UNITED STATES	December 28, 2018

Trademark: ACCUSIZER				
Country of Registration	Status	Reg. No.	Listed Owner	Renewal Due
United States	Registered; renewed in 2013	1782043	PARTICLE SIZING SYSTEMS, INC.	July 13, 2023
China	Expired; registration cancelled in 2014	3506657	PARTICLE SIZING SYSTEMS, INC.	N/A
Japan	Registered in 1999	4290026	ティクル サイジング システムズ , エルエルシー	July 2, 2019
Korea	Registered in 2013	4008317050000	파티클 사이징 시스템즈 (Particle Sizing Systems)	August 20, 2020
India	Registered in 2009	1772332	PARTICLE SIZING SYSTEMS	January 9, 2009
EU	Registered in 2003	2389435	Particle Sizing Systems LLC	September 26, 2021
Germany	Expired; registration lapsed in 2011	2028514	PARTICLE SIZING SYSTEMS, INC.	N/A
Taiwan	Unknown		PARTICLE SIZING SYSTEMS	Unpublished Application #097058787 (Applied-for 12/26/2008)
Hong Kong	Unknown	301265436	PARTICLE SIZING SYSTEMS 75 AERO CAMINO # B, GOLETA, CA 93117, UNITED STATES	Mark was applied for on December 30, 2008 and was published May 22, 2009. However, its status is listed as "other."
France	<i>No corresponding registration</i>			