

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM508362

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT (TERM LOAN)
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ELECTRO SCIENTIFIC INDUSTRIES, INC.		02/01/2019	Corporation: OREGON

RECEIVING PARTY DATA

Name:	BARCLAYS BANK PLC, as Collateral Agent
Street Address:	745 7th Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Private Limited Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3187870	VERSITRIM
Registration Number:	3007832	CHIPTRIM
Registration Number:	2405272	ESI
Registration Number:	1431737	ESI
Registration Number:	1117590	ESI
Registration Number:	0635175	ESI
Registration Number:	1200245	WAFERMARK
Registration Number:	1375595	SOFTMARK
Registration Number:	2259707	SIGMACLEAN

CORRESPONDENCE DATA

Fax Number:

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: (212) 318-6532

Email: alanagramer@paulhastings.com

Correspondent Name: Alana Gramer

Address Line 1: 200 Park Avenue

Address Line 2: Paul Hastings LLP

OP \$240.00 3187870

Address Line 4:	New York, NEW YORK 10166
ATTORNEY DOCKET NUMBER:	1042610 TM TL
NAME OF SUBMITTER:	Alana Gramer
SIGNATURE:	/Alana Gramer/
DATE SIGNED:	02/01/2019
Total Attachments: 5 source=MKS Instruments - TL Trademark Security Agreement (Feb 1, 2019)(140045383_3)(140065113_1)#page1.tif source=MKS Instruments - TL Trademark Security Agreement (Feb 1, 2019)(140045383_3)(140065113_1)#page2.tif source=MKS Instruments - TL Trademark Security Agreement (Feb 1, 2019)(140045383_3)(140065113_1)#page3.tif source=MKS Instruments - TL Trademark Security Agreement (Feb 1, 2019)(140045383_3)(140065113_1)#page4.tif source=MKS Instruments - TL Trademark Security Agreement (Feb 1, 2019)(140045383_3)(140065113_1)#page5.tif	

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of February 1, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), by ELECTRO SCIENTIFIC INDUSTRIES, INC. (a “Grantor”), in favor of BARCLAYS BANK PLC, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Grantor is party to that certain (i) Security Agreement Supplement (the “Supplement”) dated as of the date hereof by and among the Grantor, the other Grantors party thereto and the Collateral Agent and (ii) Security Agreement dated as of April 29, 2016 (as modified by the Supplement, and as further amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among the Borrower, the other Grantors party thereto and the Collateral Agent, in favor of the Collateral Agent, pursuant to which the Grantor is required to execute and deliver to the Collateral Agent this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intent to be legally bound hereby, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Agreement used herein have the respective meanings assigned thereto in the Credit Agreement or the Security Agreement, in each case, as applicable.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full of the Secured Obligations, including the Guarantees, each Grantor hereby pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest:

- (a) all Trademarks of the Grantor listed on Schedule I attached hereto; and
- (b) all products and Proceeds of any of the foregoing (together with clause (a), collectively, the “Trademarks”).

SECTION 3. The Security Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interests in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with, or otherwise required pursuant to, Section 6.11 thereof, the Collateral Agent shall, at the

expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the applicable Trademarks under this Trademark Security Agreement and any other documents required to evidence the termination of the Collateral Agent's interest in the applicable Trademarks.

SECTION 5. GOVERNING LAW; JURISDICTION; VENUE; WAIVER OF JURY TRIAL; CONSENT TO SERVICE OF PROCESS.

(A) THE TERMS OF SECTION 10.13 OF THE CREDIT AGREEMENT WITH RESPECT TO GOVERNING LAW, SUBMISSION OF JURISDICTION, VENUE AND WAIVER OF JURY TRIAL ARE INCORPORATED HEREIN BY REFERENCE, *MUTATIS MUTANDIS*, AND THE PARTIES HERETO AGREE TO SUCH TERMS.

(B) EACH PARTY TO THIS TRADEMARK SECURITY AGREEMENT IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 6.01 OF THE SECURITY AGREEMENT. NOTHING IN THIS TRADEMARK SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS TRADEMARK SECURITY AGREEMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

SECTION 6. Waivers; Amendments; Modifications. Neither this Trademark Security Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent and the Grantor or Grantors with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 10.01 of the Credit Agreement and subject to Section 6.02 of the Security Agreement.

SECTION 7. Notices; Communications. All communications and notices under this Trademark Security Agreement shall be in writing and given as provided in Section 6.01 of the Security Agreement.

SECTION 8. Counterparts; Effectiveness. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering to the other party hereto one or more counterparts. Delivery by facsimile or other electronic communication of an executed counterpart (including portable document format (PDF)) of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to the Grantor when a counterpart hereof executed on behalf of the Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon the Grantor and the Collateral Agent and their respective permitted successors and assigns, and shall inure to the benefit of the Grantor, the Collateral Agent and the other Secured Parties and their respective permitted successors and assigns, except that the Grantor shall not have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by the Security Agreement or the Credit Agreement.

[Signature Pages Follow]

MKS INSTRUMENTS, INC.,
as a Grantor

By: *Seth H. Bagshaw*
Name: Seth H. Bagshaw
Title: Senior Vice President, Chief Financial
Officer and Treasurer

NEWPORT CORPORATION,
as a Grantor

By: *Seth H. Bagshaw*
Name: Seth H. Bagshaw
Title: President and Treasurer

ELECTRO SCIENTIFIC INDUSTRIES, INC.,
as a Grantor

By: *Seth H. Bagshaw*
Name: Seth H. Bagshaw
Title: President and Treasurer

BARCLAYS BANK PLC,
as the Collateral Agent

By: 

Name: Craig Malloy
Title: Director

[Signature Page to Trademark Security Agreement]

Schedule I
to
TRADEMARK SECURITY AGREEMENT
UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Registered Marks

Mark	Registration No.	Registration Date	Registered Owner
VERSITRIM	3187870	12/19/2006	Electro Scientific Industries, Inc.
CHIPTRIM	3007832	10/18/2005	Electro Scientific Industries, Inc.
ESI	2405272	11/21/2000	Electro Scientific Industries, Inc.
ESI	1431737	03/10/1987	Electro Scientific Industries, Inc.
ESI	1117590	05/08/1979	Electro Scientific Industries, Inc.
ESI	0635175	10/02/1956	Electro Scientific Industries, Inc.
WAFERMARK	1200245	07/06/1982	Electro Scientific Industries, Inc.
SOFTMARK	1375595	12/17/1985	Electro Scientific Industries, Inc.
SIGMACLEAN	2259707	07/06/1999	Electro Scientific Industries, Inc.

Pending Trademark Applications

None