

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM508390

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Deutsche Bank AG New York Branch		02/01/2019	BANK: GERMANY
RECEIVING PARTY DATA			
Name:	MKS INSTRUMENTS, INC.		
Street Address:	2 TECH DRIVE		
Internal Address:	SUITE 201		
City:	ANDOVER		
State/Country:	MASSACHUSETTS		
Postal Code:	01810		
Entity Type:	Corporation: MASSACHUSETTS		
Name:	NEWPORT CORPORATION		
Street Address:	1791 DEERE AVENUE		
City:	IRVINE		
State/Country:	CALIFORNIA		
Postal Code:	92606		
Entity Type:	Corporation: NEVADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	87960632	SURROUND THE WORKPIECE	
Serial Number:	88014243	SPARCLEAN	
Serial Number:	88014240	TRURAD	
Serial Number:	87930910	SPECTRA-PHYSICS	
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:	(212) 318-6532		
Email:	alanagramer@paulhastings.com		
Correspondent Name:	Alana Gramer		
Address Line 1:	200 Park Avenue		

OP \$115.00 87960632

Address Line 2: Paul Hastings LLP
Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER: 1042610 TM K

NAME OF SUBMITTER: Alana Gramer

SIGNATURE: /Alana Gramer/

DATE SIGNED: 02/01/2019

Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (this "Release") is dated as of February 1, 2019 and delivered by Deutsche Bank AG New York Branch, in its capacity as collateral agent for the Secured Parties under the Security Agreement referred to below (in such capacity, the "Agent"), in favor of MKS Instruments, Inc. and Newport Corporation (the "Grantors" and each a "Grantor"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement (as defined below) or the Security Agreement (as defined below), as applicable.

WHEREAS, pursuant to that certain Security Agreement, dated as of April 29, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") among the Grantors, the Agent and certain other parties thereto, in order to secure payments of certain Secured Obligations (as defined in the Security Agreement), the Grantors assigned, pledged and granted to the Agent, for the ratable benefit of the Secured Parties, a continuing security interest in all of each Grantor's right, title and interest in, to all of its Trademarks including, without limitation, the trademarks and trademark applications listed on Schedule I hereto, in each case to the extent the same constitute Collateral (as defined in the Security Agreement) (the "Intellectual Property").

WHEREAS, the Trademark Security Agreement, dated as of July 24, 2018, evidencing the security interest granted by the Grantors in favor of the Agent was recorded with the United States Patent and Trademark Office on July 27, 2018 at Reel/Frame 6393/0849 (the "Trademark Security Agreement").

WHEREAS, the Agent hereby acknowledges the full payment and performance of the Secured Obligations, and as a result desires to terminate and release its security interest in the Intellectual Property.

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent, on behalf of itself and the Secured Parties, hereby terminates, releases and forever discharges any and all security interests it has in the Intellectual Property and any other Trademarks (as defined in the Trademark Security Agreement), terminates the Trademark Security Agreement, and retransfers and reassigns to the Grantors without representation or warranty of any kind, express or implied, free and clear of any claims by the Agent, all right, title or interest of the Agent in, to or under the Intellectual Property and any other Trademarks of the Grantors.

This Release shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized signatory effective as of the date first above written.

DEUTSCHE BANK AG NEW YORK BRANCH,
as Agent

By: Marguerite Sutton
Name: Marguerite Sutton
Title: Vice President

By: Alicia Schug
Name: Alicia Schug
Title: Vice President

SCHEDULE I

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

[See Attached]

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
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Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
MKS Instruments, Inc.	87/960632	SURROUND THE WORKPIECE
MKS Instruments, Inc.	88/014243	SPARCLEAN
MKS Instruments, Inc.	88/014240	TRURAD
Newport Corporation	87/930910	SPECTRA-PHYSICS (word mark)