

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM524249

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Dash Acquisition Subsidiary, LLC		05/17/2019	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Barclays Bank PLC, as Administrative Agent		
<b>Street Address:</b>	745 SEVENTH AVENUE		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Public Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5677942	DYNAMIC MANUFACTURING SOLUTIONS	
<b>Registration Number:</b>	4005606	DMS DYNAMIC MANUFACTURING SOLUTIONS, LLC	
<b>Serial Number:</b>	87772898	DMS DYNAMIC MANUFACTURING SOLUTIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6502515002		
<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>			
<b>Phone:</b>	6502515027		
<b>Email:</b>	jmull@stblaw.com		
<b>Correspondent Name:</b>	Marcela Robledo		
<b>Address Line 1:</b>	2475 Hanover Street		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94304		
<b>ATTORNEY DOCKET NUMBER:</b>	001312/0021		
<b>NAME OF SUBMITTER:</b>	J. Jason Mull		
<b>SIGNATURE:</b>	/J. Jason Mull/		
<b>DATE SIGNED:</b>	05/20/2019		
<b>Total Attachments: 5</b>			
source=UCT - Trademark Security Agreement - Dash#page1.tif			
source=UCT - Trademark Security Agreement - Dash#page2.tif			

CH \$90.00 5677942

source=UCT - Trademark Security Agreement - Dash#page3.tif

source=UCT - Trademark Security Agreement - Dash#page4.tif

source=UCT - Trademark Security Agreement - Dash#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of May 17, 2019 (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.

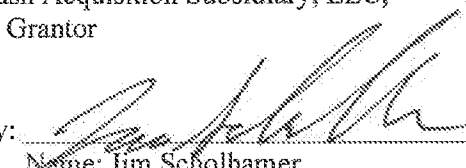
SECTION 5. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York

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.

[The remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF, the undersigned have caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

Dash Acquisition Subsidiary, LLC,  
as Grantor

By:   
Name: Jim Scholhamer  
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

BARCLAYS BANK PLC,  
as Administrative Agent

By: Martin P. Corrigan

Name: Martin Corrigan  
Title: Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE A

United States Trademarks and Trademark Applications

<b>Registered Owner/Grantor</b>	<b>Trademark</b>	<b>Country</b>	<b>Registration No.</b>
Dash Acquisition Subsidiary, LLC	“Dynamic Manufacturing Solutions”	United States of America	5677942
Dash Acquisition Subsidiary, LLC	“DMS Dynamic Manufacturing Solutions”	United States of America	87772898
Dash Acquisition Subsidiary, LLC	“DMS Dynamic Manufacturing Solutions”	United States of America	4005606
Dash Acquisition Subsidiary, LLC	<a href="http://www.dmsusa.com">www.dmsusa.com</a>	United States of America	N/A