

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM546417

| | | | |
|---|--------------------------------|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| IsoSciences, LLC | | 10/23/2019 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Goldman Sachs Bank USA | | |
| Street Address: | 200 West Street | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10282 | | |
| Entity Type: | Chartered Bank: NEW YORK | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3989653 | CERTIMASS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8004947512 | | |
| <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: | 2023704790 | | |
| Email: | ipteam@cogencyglobal.com | | |
| Correspondent Name: | Andy Hackett | | |
| Address Line 1: | 1025 Vermont Ave NW Suite 1130 | | |
| Address Line 2: | COGENY GLOBAL, INC. | | |
| Address Line 4: | Washington, D.C. 20005 | | |
| NAME OF SUBMITTER: | Connor Wise | | |
| SIGNATURE: | /Connor Wise/ | | |
| DATE SIGNED: | 10/23/2019 | | |
| Total Attachments: 5 | | | |
| source=Entegris Joinder - TM Filing 10.23.2019 (002)#page2.tif | | | |
| source=Entegris Joinder - TM Filing 10.23.2019 (002)#page3.tif | | | |
| source=Entegris Joinder - TM Filing 10.23.2019 (002)#page4.tif | | | |
| source=Entegris Joinder - TM Filing 10.23.2019 (002)#page5.tif | | | |

OP \$40.00 3989653

TRADEMARK SECURITY AGREEMENT dated as of October 23, 2019 (this “Agreement”), between ISOSCIENCES, LLC, a Delaware limited liability company (the “Grantor”), and GOLDMAN SACHS BANK USA, as Collateral Agent.

Reference is made to (a) the Credit and Guaranty Agreement dated as of November 6, 2018 (as amended by Amendment No. 1, dated as of February 8, 2019, and as it may be further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Entegris Inc., a Delaware corporation (the “Company”), certain Subsidiaries of the Company party thereto, the Lenders party thereto and Goldman Sachs Bank USA, as Administrative Agent and Collateral Agent, and (b) the Pledge and Security Agreement referred to therein. The Lenders have agreed to extend credit to the Company subject to the terms and conditions set forth in the Credit Agreement. The Grantor party hereto is an Affiliate of the Company, will derive substantial benefits from the extension of credit to the Company pursuant to the Credit Agreement and is willing to execute and deliver this Agreement as consideration for credit previously extended continuing to be outstanding. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.3 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment and performance in full of the Obligations, the Grantor pursuant to the Collateral Agreement did, and hereby does, grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of the Grantor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by the Grantor or in, to or under which the Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the “Trademark Collateral”) (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, domain names, global top level domain names, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar office in any State of the United States of America or any other country or any political subdivision thereof, all extensions or renewals thereof, and all common law rights related thereto, including, in the case of any Grantor, any of the foregoing set forth under its name on Schedule I hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance of, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict

between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This 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 Agreement by fax, emailed pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement.


SECTION 5. Incorporation by Reference. The provisions of Sections 6.02, 6.04, 6.05, 6.08, 6.09 and 6.10 of the Collateral Agreement are hereby incorporated by reference herein as if set forth in full force herein, mutatis mutandis.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

ISOSCIENCES, LLC,
Grantor

By:



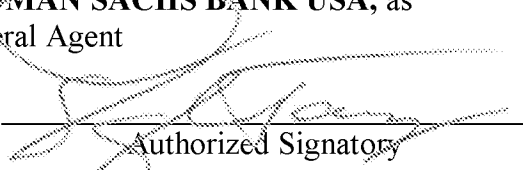
Name: Gregory B. Graves
Title: Executive Vice President, Chief
Financial Officer & Treasurer

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 006778 FRAME: 0120

GOLDMAN SACHS BANK USA, as
Collateral Agent

By:



Authorized Signatory
Douglas Tansey
Authorized Signatory

[Signature page to Trademark Security Agreement]

[[5244312]]

SCHEDULE I

TRADEMARK/TRADE NAMES OWNED BY ISOSCIENCES, LLC

Trademarks

| Registered Owner | Mark | Registration Number | Registration Date |
|-------------------------|-------------|----------------------------|--------------------------|
| IsoSciences, LLC | CertiMass | 3989653 | July 5, 2011 |

Trademark Applications

None.