

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM643550

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
International Test Solutions, LLC		04/30/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 South Dearborn Street, L2		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	5947138	PROBE REFRESH	
Registration Number:	5947139	PROBE VERTICAL	
Registration Number:	4479239	ETCH CLEAN	
Registration Number:	4517513	STAGE CLEAN	
Registration Number:	3725048	CCW	
Registration Number:	3725049	SCD	
Registration Number:	3820328	TCC	
Registration Number:	3660513	PROBE POLISH	
Registration Number:	3660514	PROBE SCRUB	
Registration Number:	3660499	PROBE CLEAN	
Registration Number:	3251735	PROBE LAP	
Registration Number:	2642325	PROBE FORM	
Registration Number:	2610970	PROBE POLISH	
Registration Number:	2651534	INTERNATIONAL TEST SOLUTIONS	
Registration Number:	2599807	PROBE CLEAN	
Registration Number:	2599808	PROBE SCRUB	
CORRESPONDENCE DATA			
Fax Number:	8009144240		

OP \$415.00 5947138

TRADEMARK

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: 800-713-0755
Email: james.murray@wolterskluwer.com, ecarrera@cahill.com
Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
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SIGNATURE:	/Elaine Carrera/
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DATE SIGNED:	04/30/2021
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Total Attachments: 11

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Notice of Grant of Security Interest in Intellectual Property

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of April 30, 2021 (this “**Agreement**”), made by INTERNATIONAL TEST SOLUTIONS, LLC, a Delaware limited liability company (the “**Pledgor**”), in favor of JPMORGAN CHASE BANK, N.A., as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement dated as of November 15, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”), among CMC MATERIALS, INC. (formerly known as Cabot Microelectronics Corporation), a Delaware corporation (the “**Borrower**”), each Subsidiary Loan Party listed on the signature pages thereof and each other Subsidiary Loan Party that becomes a party thereto after the date thereof, and JPMORGAN CHASE BANK, N.A., as collateral agent (together with its successors and assigns in such capacity, the “**Collateral Agent**”) for the Secured Parties. The parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.1(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’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 such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “**IP Collateral**”):

(a) all Trademarks of the United States of America, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any Excluded Property, including, without limitation, any “intent-to-use” trademark applications, to the extent that the grant of a security interest therein would impair the validity or enforceability of, or render void or voidable or result in the cancellation of the applicable grantor’s right, title or interest therein or in any trademark issued as a result of such application under applicable federal law.

SECTION 3. Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP 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.

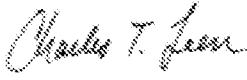
SECTION 4. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. **Governing Law. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

[Signature Pages Follow]

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

INTERNATIONAL TEST SOLUTIONS, LLC

By: 
Name: Charles T. Leen
Title: Vice President and Assistant
Secretary

JPMORGAN CHASE BANK, N.A., as Collateral Agent

By: 
Name: Eleftherios Karsos
Title: Authorized Officer

Schedule I
to Notice of Grant of Security Interest in Trademarks

U.S. Federally Registered or Applied for Trademarks Owned by New Subsidiary¹


Mark	Image	Country	Application Date	Application Number	Registration Date	Registration Number	Goods and Services	Status
PROBE REFRESH	Probe Refresh	USPTO	App 13-SEP-2017	App 87606969	Reg 31-DEC-2019	Reg 5947138	INT. CL. 3 CLEANING MATERIALS BEING ABRASIVE SHEETS OF POLYMER FILM EMBEDDED WITH ABRASIVES FOR CLEANING OF ELECTRONIC COMPONENT AND CIRCUIT MATERIALS	Registered
PROBE VERTICAL	Probe Vertical	USPTO	App 13-SEP-2017	App 87606989	Reg 31-DEC-2019	Reg 5947139	INT. CL. 3 CLEANING MATERIALS BEING ABRASIVE SHEETS OF POLYMER FILM EMBEDDED WITH ABRASIVES FOR CLEANING OF ELECTRONIC COMPONENT AND CIRCUIT MATERIALS	Registered
ETCH CLEAN	ETCH CLEAN	USPTO	App 27-SEP-2013	App 86077492	Reg 04-FEB-2014	Reg 4479239	INT. CL. 3 CLEANER FOR USE ON INTEGRATED CIRCUITS TO COLLECT AND REMOVE DEBRIS GENERATED DURING	Registered Supplemental Register

¹ Record ownership for all trademarks and trademark applications are in prior name of International Test Solutions, Inc. Company will be filing assignment to update record ownership to International Test Solutions, LLC.

Mark	Image	Country	Application Date	Application Number	Registration Date	Registration Number	Goods and Services	Status
STAGE CLEAN	STAGE CLEAN	USPTO	App 13- AUG-2013	App 86037041	Reg 22- APR-2014	Reg 4517513	INT. CL. 3 CLEANER FOR USE ON INTEGRATED CIRCUITS TO COLLECT AND REMOVE DEBRIS GENERATED DURING MANUFACTURING; CLEANING AGENTS AND PREPARATIONS	Registered
CCW	CCW	USPTO	App 08- MAY-2009	App 77733035	Reg 15- DEC-2009	Reg 3725048	INT. CL. 3 CLEANING PREPARATIONS FOR COLLECTING AND/OR REMOVING DEBRIS GENERATED DURING TESTING OF INTEGRATED CIRCUITS	Renewed (Registered)
SCD	SCD	USPTO	App 08- MAY-2009	App 77733038	Reg 15- DEC-2009	Reg 3725049	INT. CL. 3 CLEANING PREPARATIONS FOR COLLECTING AND/OR REMOVING DEBRIS GENERATED DURING TESTING OF INTEGRATED CIRCUITS	Renewed (Registered)

Mark	Image	Country	Application Date	Application Number	Registration Date	Registration Number	Goods and Services	Status
TCC	TCC	USPTO	App 08- MAY-2009	App 77733039	Reg 20- JUL-2010	Reg 3820328	INT. CL. 3 CLEANING PREPARATIONS FOR COLLECTING AND/OR REMOVING DEBRIS GENERATED DURING TESTING OF INTEGRATED CIRCUITS FOR USE BY INDIVIDUAL DEVICE MANUFACTURERS SUCH AS CONSTRUCTORS, FABRICATORS OR ASSEMBLERS OF END-PRODUCT ELECTRONIC DEVICES IN ORDER TO PREPARE FOR THE TESTING OF THE PERFORMANCE OF THE COMPONENT INTEGRATED CIRCUITS FOR THEIR PRODUCTS	Renewed (Registered)
PROBE POLISH	PROBE POLISH	USPTO	App 18- DEC-2008	App 77636417	Reg 28- JUL-2009	Reg 3660513	INT. CL. 3 CLEANING MATERIAL COMPRISED OF POLYMER CHAINS USED TO COLLECT AND/OR REMOVE DEBRIS GENERATED DURING TESTING OF INTEGRATED CIRCUITS	Renewed (Registered) Section 2(F)

Mark	Image	Country	Application Date	Application Number	Registration Date	Registration Number	Goods and Services	Status
PROBE SCRUB	PROBE SCRUB	USPTO	App 18- DEC-2008	App 77636420	Reg 28- JUL-2009	Reg 3660514	INT. CL. 3 CLEANING MATERIAL USED TO COLLECT AND/OR REMOVE DEBRIS GENERATED DURING TESTING OF INTEGRATED CIRCUITS	Renewed (Registered) Section 2(F)
PROBE CLEAN	PROBE CLEAN	USPTO	App 15- DEC-2008	App 77633420	Reg 28- JUL-2009	Reg 3660499	INT. CL. 3 CLEANING MATERIAL USED TO COLLECT AND/OR REMOVE DEBRIS GENERATED DURING TESTING OF INTEGRATED CIRCUITS	Renewed (Registered) Section 2(F)
PROBE LAP	PROBE LAP	USPTO	App 09- AUG-2006	App 78948800	Reg 12- JUN-2007	Reg 3251735	INT. CL. 3 CLEANING PREPARATIONS FOR CLEANING AND REMOVING DEBRIS GENERATED DURING TESTING OF INTEGRATED CIRCUITS	Renewed (Registered)
PROBE FORM		USPTO	App 23- JUL-2001	App 76289852	Reg 29- OCT-2002	Reg 2642325	INT. CL. 3 CLEANING MATERIAL COMPRISED OF POLYMER CHAINS USED TO COLLECT AND/OR REMOVE DEBRIS GENERATED DURING TESTING OF INTEGRATED CIRCUITS	Renewed (Registered)

Mark	Image	Country	Application Date	Application Number	Registration Date	Registration Number	Goods and Services	Status
PROBE POLISH		USPTO	App 23- JUL-2001	App 76289858	Reg 20- AUG-2002	Reg 2610970	INT. CL. 3 CLEANING MATERIAL COMPRISED OF POLYMER CHAINS USED TO COLLECT AND/OR REMOVE DEBRIS GENERATED DURING TESTING OF INTEGRATED CIRCUITS	Renewed (Registered) Supplemental Register
INTERNATIONAL TEST SOLUTIONS		USPTO	App 23- JUL-2001	App 76289860	Reg 19- NOV-2002	Reg 2651534	INT. CL. 3 CLEANING MATERIAL COMPRISED OF POLYMER CHAINS USED TO COLLECT AND/OR REMOVE DEBRIS GENERATED DURING TESTING OF INTEGRATED CIRCUITS	Renewed (Registered) Partial Section 2(F)
PROBE CLEAN		USPTO	App 23- JUL-2001	App 76289916	Reg 23- JUL-2002	Reg 2599807	INT. CL. 3 CLEANING MATERIAL COMPRISED OF POLYMER CHAINS USED TO COLLECT AND/OR REMOVE DEBRIS GENERATED DURING TESTING OF INTEGRATED CIRCUITS	Renewed (Registered) Supplemental Register
PROBE SCRUB		USPTO	App 23- JUL-2001	App 76289917	Reg 23- JUL-2002	Reg 2599808	INT. CL. 3 CLEANING MATERIAL COMPRISED OF POLYMER CHAINS USED TO COLLECT AND/OR REMOVE DEBRIS GENERATED DURING TESTING OF	Renewed (Registered) Supplemental Register

Mark	Image	Country	Application Date	Application Number	Registration Date	Registration Number	Goods and Services	Status
							INTEGRATED CIRCUITS	