

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM657784

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CMC Materials, Inc.		07/02/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 South Dearborn Street, Floor L2		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	6010732	SEALVALVE	
Registration Number:	5944473	EQUA-LUBE EIGHTY	
Registration Number:	5638495	TOTAL-LUBE #911	
Registration Number:	5969362	SEALVALVE	
Registration Number:	6085978	SEALWELD	
Registration Number:	5807265	GRIZZLY SEAL	
Registration Number:	5938369	VALVEPRO	
Registration Number:	5938368	SUPERGUN	
Registration Number:	5633402	UNI-SEAL	
Registration Number:	5788180	AUSCILLATER	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@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		

OP \$265.00 6010732

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	07/02/2021
Total Attachments: 6 source=05. CMC Materials - Notice of Grant of Security Interest in Trademarks_#page1.tif source=05. CMC Materials - Notice of Grant of Security Interest in Trademarks_#page2.tif source=05. CMC Materials - Notice of Grant of Security Interest in Trademarks_#page3.tif source=05. CMC Materials - Notice of Grant of Security Interest in Trademarks_#page4.tif source=05. CMC Materials - Notice of Grant of Security Interest in Trademarks_#page5.tif source=05. CMC Materials - Notice of Grant of Security Interest in Trademarks_#page6.tif	

Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of July 2, 2021 (this "*Agreement*"), made by CMC Materials, Inc., a Delaware corporation (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.

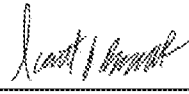
SECTION 4. *Counterparts*. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one agreement. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement and/or any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include Electronic Signatures (as defined below), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be. "*Electronic Signatures*" means any electronic symbol or process attached to, or associated with, any contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record.

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.**

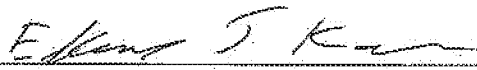
[Signature Pages Follow]

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

CMC MATERIALS, INC.

By: 
Name: Scott D. Beamer
Title: Vice President, Chief Financial
Officer and Assistant Treasurer

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

	Owner	Trademark	Appl. No. Filing Date	Reg. No. Reg. Date
1.	CMC Materials, Inc.	SEALVALVE	87978962 09/30/2016	6010732 03/17/2020
2.	CMC Materials, Inc.	EQUA-LUBE EIGHTY	87219669 10/28/2016	5944473 12/24/2019
3.	CMC Materials, Inc.	TOTAL-LUBE #911	87219660 10/28/2016	5638495 12/25/2018
4.	CMC Materials, Inc.	SEALVALVE	87189937 09/30/2016	5969362 01/21/2020
5.	CMC Materials, Inc.	SEALWELD	87189442 09/30/2016	6085978 06/23/2020
6.	CMC Materials, Inc.	GRIZZLY SEAL	87189421 09/30/2016	5807265 07/16/2019
7.	CMC Materials, Inc.	VALVEPRO	87189409 09/30/2016	5938369 12/17/2019
8.	CMC Materials, Inc.	SUPERGUN	87189379 09/30/2016	5938368 12/17/2019
9.	CMC Materials, Inc.	UNI-SEAL	87189370 09/30/2016	5633402 12/18/2018
10.	CMC Materials, Inc.	AUSCILLATER	87189352 09/30/2016	5788180 06/25/2019