

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM702012

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pure Wafer, Inc.		11/05/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Centerfield Capital Partners IV, L.P., as Agent		
Street Address:	3000 Market Tower, 10 West Market Street		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46204		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5385626	PURE WAFER	
Registration Number:	5395165	PURE WAFER	
Registration Number:	4659997	WRS MATERIALS	
Registration Number:	4659996	WRS MATERIALS	
CORRESPONDENCE DATA			
Fax Number:	6142243246		
<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:	614-462-1093		
Email:	ipdocketcolumbus@icemiller.com		
Correspondent Name:	Ice Miller LLP		
Address Line 1:	One American Square, Suite 2900		
Address Line 4:	Indianapolis, INDIANA 46282		
NAME OF SUBMITTER:	Barbara Bacon		
SIGNATURE:	/Barbara Bacon/		
DATE SIGNED:	01/13/2022		
Total Attachments: 5			
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THIS AGREEMENT OR INSTRUMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (“SUBORDINATION AGREEMENT”) DATED AS OF THE DATE HEREOF AMONG FIRST MERCHANTS BANK, IN ITS CAPACITY AS ADMINISTRATIVE AGENT (“SENIOR CREDITOR”), CENTERFIELD CAPITAL PARTNERS IV, L.P., IN ITS CAPACITY AS AGENT FOR PURCHASERS (“SUBORDINATED CREDITOR”), AND PURE WAFER, INC. AND SEMI AUTOMATION & TECHNOLOGIES, LLC (COLLECTIVELY, “BORROWER”), TO THE INDEBTEDNESS OWED BY BORROWER TO SENIOR CREDITOR; AND EACH HOLDER OF THIS AGREEMENT OR INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

November 5, 2021

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, PURE WAFER, INC., a Delaware corporation (the “Grantor”), hereby confirms its grant to CENTERFIELD CAPITAL PARTNERS IV, L.P., a Delaware limited partnership, in its capacity as Agent (as defined in the Security Agreement (as defined below)) (the “Grantee”), of a continuing security interest in (a) all of the Grantor’s right, title and interest in, to and under to the United States registered trademarks set forth on Schedule A attached hereto, tradenames, trade styles and service marks and all trademark registrations and trademark applications and recordings (the “Marks”), (b) all rights and privileges arising under applicable law with respect to Grantor’s use of any trademarks, tradenames, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof, (c) all prints and labels on which such trademarks, tradenames, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (d) the goodwill of the business symbolized by each of the Marks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Marks, (e) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Marks, (f) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (g) the right to sue for past, present and future infringements thereof, (h) all rights corresponding thereto, (i) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Grantor against third parties for past or future infringement of the Marks and (j) all causes of action arising prior to or after the date hereof for unfair competition regarding the Marks, in each case to the extent of the terms of the Security Agreement (as defined below); provided, that the foregoing shall not include any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

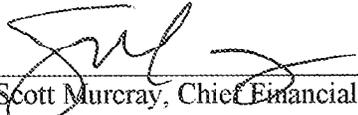
THIS GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the General Security and Pledge Agreement among the Grantor, Semi Automation & Technologies, LLC, and the Grantee, dated as of November 5, 2021 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date first written above.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

“GRANTOR”

PURE WAFER, INC.

By: 
Scott Murcra, Chief Financial Officer

“GRANTEE”

CENTERFIELD CAPITAL PARTNERS IV, L.P.,

By: Centerfield Capital Partners IV, LLC,
as General Partner

By: Centerfield Management IV, Inc., its
manager

By: _____
Name: D. Scott Lutzke
Title: Chairman

“GRANTOR”

PURE WAFER, INC.

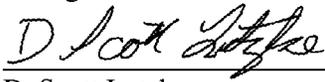
By: _____
Scott Murcay, Chief Financial Officer

“GRANTEE”

CENTERFIELD CAPITAL PARTNERS IV, L.P.,

By: Centerfield Capital Partners IV, LLC,
as General Partner

By: Centerfield Management IV, Inc., its
manager

By: 
Name: D. Scott Lutzke
Title: Chairman

[Trademark Security Agreement]

TRADEMARK

RECORDED: 01/13/2022

REEL: 007558 FRAME: 0993