

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM703447

<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>
GTAT CORPORATION		01/14/2022	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DEUTSCHE BANK AG NEW YORK BRANCH, as Collateral Agent		
<b>Street Address:</b>	60 Wall Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10005		
<b>Entity Type:</b>	National Banking Association: GERMANY		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88978181	CRYSTX	
<b>Serial Number:</b>	77415220	HEM	
<b>Serial Number:</b>	88478240	HEMEX	
<b>Serial Number:</b>	88472507	LAOS	
<b>Serial Number:</b>	86220468	SICLONE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6022443169		
<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>	6022443676		
<b>Email:</b>	trademarks@onsemi.com		
<b>Correspondent Name:</b>	SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC		
<b>Address Line 1:</b>	5005 E. MCDOWELL ROAD		
<b>Address Line 2:</b>	MD A700		
<b>Address Line 4:</b>	PHOENIX, ARIZONA 85008		
<b>NAME OF SUBMITTER:</b>	Kelly a. hall		
<b>SIGNATURE:</b>	/Kelly A. Hall/		
<b>DATE SIGNED:</b>	01/20/2022		
<b>Total Attachments: 5</b>			

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of January 14, 2022, (“Trademark Security Agreement”), made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the “Trademark Grantors”), is in favor of DEUTSCHE BANK AG NEW YORK BRANCH, as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties.

W I T N E S S E T H:

WHEREAS, the Trademark Grantors are party to a Guarantee and Collateral Agreement dated as of April 15, 2016 (the “Guarantee and Collateral Agreement”) in favor of the Collateral Agent pursuant to which the Trademark Grantors are required to execute and deliver this Trademark Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Guarantee and Collateral Agreement);

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement, each Trademark Grantor has created in favor of the Collateral Agent a security interest in, and the Collateral Agent has become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises and to induce the Agents and the Lenders to enter into the Credit Agreement and to induce Lenders to make their respective extensions of credit to the Borrower thereunder and to induce the Qualified Counterparties to enter into the Specified Hedge Agreements and the Specified Cash Management Agreements and provide financial accommodation, each Trademark Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Trademark Grantor or in which such Trademark Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”), as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations:

(a) all Trademarks of such Trademark Grantor, including, without limitation, the registered and applied-for Trademarks of such Trademark Grantor listed on Schedule 1 attached hereto;

(b) to the extent not covered by clause (a), all Proceeds of any of the foregoing;

(c) to the extent not covered by clause (a), the goodwill of the businesses with which the Trademarks are associated; and

(d) to the extent not covered by clause (a), all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same;

provided, that (i) this Trademark Security Agreement shall not constitute a grant of a security interest in any property to the extent that and for as long as such grant of a security interest would

be prohibited by the terms of the Guarantee and Collateral Agreement, including, without limitation, any Trademark applications filed on the basis of a Trademark Grantor's intent-to-use such mark, unless and until evidence of the use of such Trademark in interstate commerce is submitted to the PTO, but only if and to the extent that the granting of a security interest in such application would result in the invalidation of such application; and (ii) the security interest granted hereby (x) shall attach at all times to all proceeds of such property, (y) shall attach to such property immediately and automatically (without need for any further grant or act) at such time as the condition described in clause (i) ceases to exist and (z) to the extent severable shall in any event attach to all rights in respect of such property that are not subject to the applicable condition described in clause (i).

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement and the Trademark Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

Each Trademark Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.


**THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof. A copy of this Trademark Security Agreement signed by all the parties shall be delivered to the Administrative Agent.

[Remainder of This Page Intentionally Left Blank.]

IN WITNESS WHEREOF, each Trademark Grantor has caused this TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

GTAT CORPORATION

By:   
Name: Lauren Bellerjeau  
Title: SVP and Asst. Secretary

*[Signature Page to Trademark Security Agreement]*

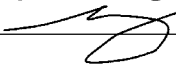
**TRADEMARK**  
**REEL: 007563 FRAME: 0309**

Accepted and Agreed:

DEUTSCHE BANK AG NEW YORK BRANCH, as Collateral Agent

By:  \_\_\_\_\_

Name: Jessica Lutrario  
Title: Associate  
212-250-8235  
jessica.lutrario@db.com

By:  \_\_\_\_\_

Name: Philip Tancorra  
Title: Vice President  
philip.tancorra@db.com  
212-250-6576

[Signature Page to Trademark Security Agreement]

sf-4597529

**TRADEMARK**  
**REEL: 007563 FRAME: 0310**

**TRADEMARKS**Trademark Registrations and Applications

<u>Trademark</u>	<u>Appln. No.</u>	<u>Appln. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Owner</u>
CRYSTX	88/978181	6/13/2019	6,191,694	11/3/2020	GTAT Corporation
HEM	77/415220	3/2/2008	3,523,763	10/28/2008	GTAT Corporation
HEMEX	88/478240	6/18/2019	6,254,140	1/26/2021	GTAT Corporation
LAOS	88/472507	6/13/2019	6,254,136	1/26/2021	GTAT Corporation
SiClone	86/220468	3/13/2014	5,428,627	3/20/2018	GTAT Corporation