## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM790741

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Partial Release of Security Interest in Intellectual Property Recorded at Reel 7773, Frame 0526

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Truist Bank, Notes Collateral Agent		03/01/2023	Banking Corporation: NORTH CAROLINA

#### **RECEIVING PARTY DATA**

Name:	QED Technologies International, Inc.	
Street Address:	870 N. Commons Drive	
City:	Aurora	
State/Country:	ILLINOIS	
Postal Code:	60504	
Entity Type:	Corporation: DELAWARE	

#### **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	2777617	QED TECHNOLOGIES
Registration Number:	2827173	MRF
Registration Number:	4270737	Q-FLEX
Registration Number:	4303897	QED OPTICS

#### **CORRESPONDENCE DATA**

Fax Number:

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.

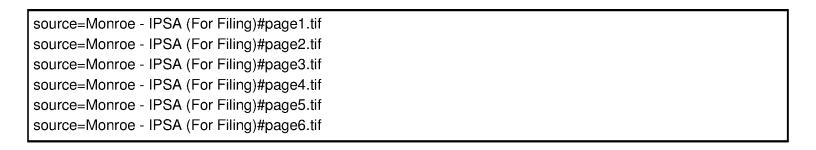
Phone: 2136207848

Email: iprecordations@whitecase.com Correspondent Name: Justine Lu/White & Case LLP

Address Line 1: 555 South Flower Street, Suite 2700 Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	1136321-0130-S216
NAME OF SUBMITTER:	Justine Lu
SIGNATURE:	/Justine Lu/
DATE SIGNED:	03/01/2023

**Total Attachments: 6** 



#### Partial Release of Security Interest in Intellectual Property

THIS PARTIAL RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "Partial Release") is entered into as of March 1, 2023 by TRUIST BANK, having an address at 2713 Forest Hills Road, S.W., Building 2, Floor 2, Wilson, North Carolina 27893, in its capacity as Notes Collateral Agent (together with its successors and assigns, in such capacity, the "Agent") for the benefit of the Secured Notes Secured Parties (as defined in the Indenture) under that certain Indenture, dated as of April 14, 2022, by and between Entegris Escrow Corporation, a Delaware corporation (the "Escrow Issuer"), and the Agent, as Trustee (the "Original Indenture"), as supplemented by that certain First Supplemental Indenture, dated as of July 6, 2022, by and among Entegris, Inc., a Delaware corporation and successor issuer, the Escrow Issuer, the other guarantors party thereto and the Agent (together with the Original Indenture and as further amended, restated, supplemented or otherwise modified from time to time, the "Indenture"), in favor of QED TECHNOLOGIES INTERNATIONAL, INC., a Delaware corporation, having an address at 870 N. Commons Drive, Aurora, IL 60504 ("QED") as a grantor pursuant to the Security Agreement referred to in the Indenture (the "Security Agreement").

WHEREAS, in accordance with the requirements of the Indenture and the Security Agreement, QED, the other Grantors party thereto and the Agent entered into that certain Patent and Trademark Security Agreement, dated July 6, 2022 (the "IP Security Agreement");

WHEREAS, pursuant to the IP Security Agreement, QED granted to the Agent, as security for the payment and performance in full of the Obligations, and for the benefit of the Secured Notes Secured Parties, a security interest in all of QED's right, title and interest in, to and under all Patent and Trademark Collateral, including the Patent and Trademark Collateral listed on <u>Schedule I</u> attached hereto (the "<u>Released Collateral</u>");

WHEREAS, the IP Security Agreement was recorded with the Patent division of the United States Patent and Trademark Office (the "<u>USPTO</u>") on July 8, 2022 at Reel 060613 Frame 0072;

WHEREAS, the IP Security Agreement was recorded with the Trademark division of the USPTO on July 8, 2022 at Reel 7773 Frame 0526; and

WHEREAS, pursuant to the Acknowledgment of Partial Collateral and Guarantee Release, dated as of the date hereof, the Agent (on behalf of itself and the Secured Notes Secured Parties) has agreed to release and terminate any Lien in favor of the Agent arising or created under any Security Document on the Collateral subject to the Disposition (as defined in the Certificate referred to therein), including the Released Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agent hereby agree as follows:

- Section 1. <u>Terms</u>. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Indenture, Security Agreement, or IP Security Agreement, as applicable. The rules of construction specified in Section 101 of the Indenture apply to this Partial Release, <u>mutatis mutandis</u>.
- Section 2. Partial Release of Security Interest. The Agent hereby, without any representation, warranty or recourse, terminates and releases any and all security interests it has under the IP Security Agreement or Security Agreement in any right, title and interest in, to or under the Released Collateral. For the avoidance of doubt, this Partial Release does not terminate or release the Agent's security interest in any collateral granted pursuant to the Security Agreement or IP Security Agreement that is not listed on Schedule I attached hereto. Except for the release of the security interest in the Released Collateral, all terms and provisions of the IP Security Agreement shall remain in full force and effect.

- Section 3. <u>Recordation of Partial Release</u>. The Agent hereby authorizes and requests that the USPTO record this Partial Release.
- Section 4. <u>Electronic Signature</u>. Delivery of an executed counterpart of a signature page of this Partial Release by fax, emailed pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effect as delivery of a manually executed counterpart of this Partial Release.
- Section 5. <u>Incorporation by Reference</u>. The provisions of Sections 6.02, 6.04, 6.05, 6.06, 6.08, 6.09, 6.10 and 6.19 of the Security Agreement are hereby incorporated by reference herein as if set forth in full force herein, <u>mutatis mutandis</u>.

[Signature Page Follows]

IN WITNESS WHEREOF, the Agent has caused this Partial Release to be executed by its duly authorized representative as of the day and year first above written.

TRUIST BANK, as Agent

Bv:

Name: Patrick Giordano
Title: Vice President

[Signature Page to Partial Release]

## SCHEDULE I

### RELEASED COLLATERAL

## **Patents**

Registered Owner	Title	Registration Number	Date Filed
QED Technologies International, Inc.	UNIFORM THIN FILMS PRODUCED BY MAGNETORHEOLOGICAL FINISHING	6746310	8/6/2002
QED Technologies International, Inc.	METHOD AND APPARATUS FOR MEASURING AND CONTROLLING SOLIDS COMPOSITION OF A MAGNETORHEOLOGICAL FLUID	6893322	5/14/2004
QED Technologies International, Inc.	DELIVERY SYSTEM FOR MAGNETORHEOLOGICAL FLUID	6955589	5/22/2001
QED Technologies International, Inc.	METHOD FOR SELF- CALIBRATED SUB- APERTURE STITCHING FOR SURFACE FIGURE MEASUREMENT	6956657	11/25/2002
QED Technologies International, Inc.	METHOD AND APPARATUS FOR FORMING A DYNAMIC MAGNETIC SEAL USING MAGNETORHEOLOGICAL FLUID	7156724	12/15/2004
QED Technologies International, Inc.	METHOD FOR CALIBRATING THE GEOMETRY OF A MULTI- AXIS METROLOGY SYSTEM	7173691	12/22/2003
QED Technologies International, Inc.	METHOD FOR ACCURATE HIGH-RESOLUTION MEASUREMENTS OF ASPHERIC SURFACES	7433057	4/5/2006
QED Technologies International, Inc.	METHOD AND APPARATUS FOR MEASUREMENT OF MAGNETIC	7557566	3/2/2007

[Schedule I]

Registered Owner	Title	Registration Number	Date Filed
	PERMEABILITY OF A MATERIAL		
QED Technologies International, Inc.	METHOD AND APPARATUS FOR MEASUREMENT OF MAGNETIC PERMEABILITY OF A MATERIAL	7888929	2/27/2008
QED Technologies International, Inc.	STITCHING OF NEAR- NULLED SUBAPERTURE MEASUREMENTS	8203719	4/8/2009
QED Technologies International, Inc.	SYSTEM FOR MAGNETORHEOLOGICAL FINISHING OF SUBSTRATES	8613640	12/23/2010
QED Technologies International, Inc.	METHOD AND APPARATUS FOR MEASUREMENT AND CONTROL OF MAGNETIC PARTICLE CONCENTRATION IN A MAGNETORHEOLOGICAL FLUID	8896293	4/13/2011
QED Technologies International, Inc.	SYSTEM FOR MAGNETORHEOLOGICAL FINISHING OF A SUBSTRATE	8944883	3/2/2010
QED Technologies International, Inc.	INTEGRATED WAVEFRONT SENSOR AND PROFILOMETER	9097612	11/22/2013
QED Technologies International, Inc.	MAGNETORHEOLOGICAL FLUID FOR ULTRASMOOTH POLISHING	9157010	7/18/2012

# **Patent Applications**

Registered Owner	Title	Application Number	Date Filed
-	HIGH REMOVAL RATE MAGNETORHEOLOGICAL	17/640234	9/2/2020
	FINISHING HEAD		

[Schedule I]

## **Trademarks**

Registered Owner	Mark	Registration Number	Registration Date
QED Technologies International, Inc.	QED TECHNOLOGIES	2777617	10/28/2003
QED Technologies International, Inc.	MRF	2827173	3/30/2004
QED Technologies International, Inc.	Q-FLEX	4270737	1/8/2013
QED Technologies International, Inc.	QED OPTICS	4303897	3/19/2013

## **Trademark Applications**

**RECORDED: 03/01/2023** 

None.

[Schedule I]