

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM790856

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	PARTIAL RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MORGAN STANLEY SENIOR FUNDING, INC., AS AGENT		03/01/2023	Corporation: DELAWARE
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:			
<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:	2023704750		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	Rodney Boulware		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1924288 TM		
NAME OF SUBMITTER:	Sharif Hamidi		
SIGNATURE:	/Sharif Hamidi/		
DATE SIGNED:	03/01/2023		
Total Attachments: 6			

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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 MORGAN STANLEY SENIOR FUNDING, INC., a Delaware corporation ("Morgan Stanley"), having an address at 1300 Thames Street, 4th Floor, Thames Street Wharf, Baltimore, Maryland 21231, in its capacity as Collateral Agent (together with its successors and assigns, in such capacity, the "Agent") for the benefit of the Secured Parties, in favor of QED TECHNOLOGIES INTERNATIONAL, INC., a Delaware corporation, having an address at 870 N. Commons Drive, Aurora, IL 60504 ("QED").

WHEREAS, reference is made to (a) the Credit and Guaranty Agreement, dated as of November 6, 2018 (as amended and restated by that certain Amendment and Restatement Agreement, dated as of July 6, 2022, and as further amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the "Credit Agreement"), among Entegris Inc., a Delaware corporation (the "Company"), certain Subsidiaries of the Company party thereto, the Lenders party thereto and Morgan Stanley, as Administrative Agent and Collateral Agent, and (b) the Pledge and Security Agreement, dated as of November 6, 2018 (as amended by Amendment No. 1, dated as of October 31, 2019, and the Amendment and Restatement Agreement, dated as of July 6, 2022, the "Security Agreement"), among the Company, the other Grantors party thereto and the Agent;

WHEREAS, in accordance with the requirements of the Credit Agreement and the Security Agreement, QED, the other Grantors thereto and the Agent entered into that certain Patent and Trademark Security Agreement, dated as of 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 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 Schedule I attached hereto (the "Released IP Collateral");

WHEREAS, the IP Security Agreement was recorded with the Patent division of the United States Patent and Trademark Office (the "USPTO") on July 8, 2022, at Reel 060615 Frame 0001;

WHEREAS, the IP Security Agreement was recorded with the Trademark division of the USPTO on July 8, 2022, at Reel 7773 Frame 0664; and

WHEREAS, the Company has delivered that certain Officer's Certificate, dated as of the date hereof (the "Certificate"), notifying the Agent that it is party to that certain Amended and Restated Purchase Agreement (the "Purchase Agreement"), dated as of February 27, 2023, by and among QED Technologies International, Inc., a Delaware corporation, CMC Materials, Inc., a Delaware corporation, QED Parent Holdings, LLC (f/k/a QED Parent Holdings, Inc.), a Delaware limited liability company (the "Purchaser"), and QED Merger Sub, Inc., a Delaware corporation and wholly owned subsidiary of QED Parent Holdings, LLC, pursuant to which QED Technologies International, Inc. will survive the Merger (as defined in the Purchase Agreement) as a wholly-owned subsidiary of the Purchaser.

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

Section 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement, Security Agreement or IP Security Agreement, as applicable. The rules of construction specified in Section 1.3 of the Credit Agreement apply to this Partial Release, mutatis mutandis.

Section 2. Partial Release of Security Interest. Pursuant to Section 9.8(d)(iv) of the Credit Agreement and Section 6.13(d) of the Security Agreement, and acting in reliance upon the Certificate, the Agent hereby, without any representation, warranty (express or implied) or recourse, discharges and releases any and all security interests it has under the IP Security Agreement, Security Agreement or any other Collateral Document in any right, title and interest in, to or under the Released IP Collateral. This Partial Release is applicable solely with respect to the Released IP Collateral listed on Schedule I attached hereto and is not applicable to any other Collateral (such other Collateral, excluding any Released Collateral (as defined in the Certificate), the "Retained Collateral"). The Agent retains all Liens, rights, titles and interests granted to it under the Security Agreement and the other Collateral Documents with respect to all Retained Collateral, and the Agent's Liens, rights, titles and interests in the Retained Collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Partial Release. Except as expressly modified hereby, the Security Agreement and the other Collateral Documents shall remain in full force and effect.

Section 3. Recordation of Partial Release. The Agent hereby authorizes and requests that the USPTO record this Partial Release.

Section 4. Electronic Signature. The provisions of Section 10.22 of the Credit Agreement are hereby incorporated by reference herein as if set forth in full force herein, mutatis mutandis.

Section 5. Incorporation by Reference. The provisions of Sections 6.02, 6.04, 6.05, 6.08, 6.09 and 6.10 of the Security Agreement are hereby incorporated by reference herein as if set forth in full force herein, mutatis mutandis.

[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.

**MORGAN STANLEY SENIOR FUNDING,
INC., as Agent**

By: 
Name: Lisa Hanson
Title: VP

SCHEDULE I

RELEASED IP COLLATERAL

Patents

Registered Owner	Title	Patent Number	Filing Date
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

Registered Owner	Title	Patent Number	Filing Date
	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 ULTRASMMOOTH POLISHING	9157010	7/18/2012

Patent Applications

Registered Owner	Title	Application Number	Filing Date
QED Technologies International, Inc.	HIGH REMOVAL RATE MAGNETORHEOLOGICAL FINISHING HEAD	17/640234	9/2/2020
QED Technologies International, Inc.	DEFLECTOMETRY DEVICE FOR DIFFERENTIAL METROLOGY OF MATERIAL REMOVAL	63/245887	9/19/2021

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

None.