

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM843183

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Partial Release of Security Interest in Intellectual Property		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MORGAN STANLEY SENIOR FUNDING, INC., AS COLLATERAL AGENT		10/02/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CMC MATERIALS EC, INC.		
Street Address:	300 Throckmorton Street, Suite 1800		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76102		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1851237	CLEANROOM	
Registration Number:	1705722	GIGABIT	
Registration Number:	3306579	NANO-STRIP	
Registration Number:	3949164	NANO-STRIP	
Registration Number:	1870262	TERABIT	
Registration Number:	1907795	ULTRA-ETCH	
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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	JAY DASILVA		
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	WASHINGTON, D.C. 20036		
ATTORNEY DOCKET NUMBER:	2132926 TM		
NAME OF SUBMITTER:	Caroline Hughes		

OP \$165.00 1851237

SIGNATURE:	/Caroline Hughes/
DATE SIGNED:	10/02/2023
Total Attachments: 4 source=Erie - IP Partial Release (CAGR)#page2.tif source=Erie - IP Partial Release (CAGR)#page3.tif source=Erie - IP Partial Release (CAGR)#page4.tif source=Erie - IP Partial Release (CAGR)#page5.tif	

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 October 2, 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 (the “Agent”), in favor of CMC Materials EC, Inc. (as successor-in-interest to CMC Materials LLC, a Delaware limited liability company (f/k/a CMC Materials, Inc., a Delaware corporation, “CMC”) by assignment), a Texas corporation (“CMC Materials EC”), having an address at 300 Throckmorton Street, Suite 1800, Fort Worth, TX 76102).

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, CMC, the other Grantors party 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 Security Agreement and IP Security Agreement, as security for the payment and performance in full of the Obligations, each Grantor party thereto (including CMC) granted to the Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor’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 (such Patent and Trademark Collateral listed on such Schedule I, the “Released IP Collateral”);

WHEREAS, the IP Security Agreement was recorded with the Trademark division of the United States Patent and Trademark Office (the “USPTO”) on July 8, 2022, at Reel 7773 Frame 0664;

WHEREAS, pursuant to that certain Trademark Assignment, dated January 31, 2023, CMC assigned its right, title and interest in and to the Released IP Collateral to CMC Materials EC;

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 Purchase Agreement (the “Purchase Agreement”), dated as of May 10, 2023, by and among CMC, FUJIFILM Holdings America Corporation, a Delaware corporation (“Purchaser”), solely for purposes of Section 11.15 thereof, FUJIFILM Holdings Corporation, a Japanese company, and solely for purposes of Section 11.16 thereof, the Company, pursuant to which, among other things, CMC agreed to sell CMC Materials KMG Corporation, a Texas corporation and the sole shareholder of CMC Materials EC, to Purchaser; and

WHEREAS, pursuant to that certain Acknowledgment of Partial Collateral and Guarantee Release, dated as of the date hereof (the “Release”), the Agent (on behalf of itself and the Secured Parties) has agreed to release and terminate any security interest and lien in favor of the Agent

arising or created under the Security Agreement or IP Security Agreement in the Released Collateral (as defined in the Release).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agent hereby agrees 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, terminates, fully discharges and releases any and all security interests and liens 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.

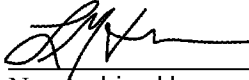
Section 4. Electronic Signature. The provisions of Section 10.22 of the Credit Agreement are hereby incorporated by reference herein as if set forth in full force herein, mutatis mutandis.

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

[Signature Page to Partial Release of Security Interest in Intellectual Property]

**TRADEMARK
REEL: 008214 FRAME: 0578**

SCHEDULE I

RELEASED IP COLLATERAL

Trademarks and Trademark Applications

Trademark	Application Number	Registration Number	Filing Date
CLEANROOM	74/418,487	1,851,237	7/19/1993
GIGABIT	74/144,981	1,705,722	3/6/1991
NANO-STRIP	78/692,339	3,306,579	8/15/2005
NANO-STRIP	78/929,348	3,949,164	7/13/2006
TERABIT	74/436,622	1,870,262	9/17/1993
ULTRA-ETCH	74/430,501	1,907,795	8/30/1993

[Schedule I]