

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM843204

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Partial Release of Security Interest in Intellectual Property		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Truist Bank		10/02/2023	Bank: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	CMC Materials EC, Inc. as successor-in-interest to CMC Materials, LLC (f/k/a CMC Materials, Inc.)		
Street Address:	300 Throckmorton Street		
Internal Address:	Suite 1800		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76102		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1705722	GIGABIT	
Registration Number:	1851237	CLEANROOM	
Registration Number:	1870262	TERABIT	
Registration Number:	1907795	ULTRA-ETCH	
Registration Number:	3306579	NANO-STRIP	
Registration Number:	3949164	NANO-STRIP	
CORRESPONDENCE DATA			
Fax Number:	2127352000		
<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:	2127352811		
Email:	mribando@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 1:	One Manhattan West		
Address Line 2:	Monique L. Ribando		
Address Line 4:	New York, NEW YORK 10001-8602		
ATTORNEY DOCKET NUMBER:	247220/4		
NAME OF SUBMITTER:	Guodong Fu		

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SIGNATURE:	/Guodong Fu/
DATE SIGNED:	10/02/2023
Total Attachments: 4 source=Erie - Truist IP Release [Executed]#page1.tif source=Erie - Truist IP Release [Executed]#page2.tif source=Erie - Truist IP Release [Executed]#page3.tif source=Erie - Truist IP Release [Executed]#page4.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 TRUIST BANK, having an address at 2713 Forest Hills Road, S.W., Building 2, Floor 2, Wilson, North Carolina 27894, in its capacity as Notes Collateral Agent for the Secured Notes Secured Parties (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) that certain Indenture dated as of April 14, 2022, between Entegris Escrow Corporation, a Delaware corporation (the "Escrow Issuer"), and Truist Bank, as Trustee and Notes Collateral Agent (the "Base Indenture"), (b) that certain First Supplemental Indenture dated as of July 6, 2022, by and among the Issuer, the Escrow Issuer, the other guarantors party thereto and Truist Bank, as Trustee and Notes Collateral Agent (together with the Base Indenture and as further amended, restated, supplemented or otherwise modified from time to time, the "Indenture"), and (c) the Security Agreement referred to therein (the "Security Agreement").

WHEREAS, in accordance with the requirements of the Indenture and the Security Agreement, CMC, 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 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 Notes 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 0526;

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

WHEREAS, the Issuer 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"), FUJIFILM Holdings Corporation, a Japanese company, and the Issuer, 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 Notes 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) subject to the Sale (as defined in the Purchase Agreement).

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

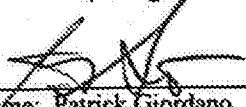
- Section 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Indenture, Security Agreement, or IP Security Agreement, as applicable. The rules of construction specified in Section 101 of the Indenture apply to this Partial Release, mutatis mutandis.
- Section 2. Partial Release of Security Interest. The Agent hereby, without any representation, warranty or recourse, terminates, full discharges and releases any and all security interests and liens it has under the IP Security Agreement or Security Agreement in any right, title and interest in, to or under the Released IP Collateral. For the avoidance of doubt, this Partial Release does not terminate, discharge or release the Agent's security interest in any collateral granted pursuant to the Security Agreement or IP Security Agreement other than the Released IP Collateral which is listed on Schedule I attached hereto. Except for the termination, discharge and 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. Recordation of Partial Release. The Agent hereby authorizes and requests that the USPTO record this Partial Release.
- Section 4. Electronic Signature. 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. Incorporation by Reference. 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, 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.

TRUIST BANK, as Agent

By:



Name: Patrick Giordano
Title: Vice President

{Signature Page to Partial Release}

SCHEDULE I

RELEASED IP COLLATERAL

Trademarks/ Trade Names

Mark	Registration Number	Registration Date
GIGABIT	1705722	8/4/1992
CLEANROOM	1851237	8/30/1994
TERABIT	1870262	12/27/1994
ULTRA-ETCH	1907795	7/25/1995
NANO-STRIP	3306579	10/9/2007
NANO-STRIP	3949164	4/19/2011

Trademark Applications

None.

[Schedule I]