

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI64594

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MORGAN STANLEY SENIOR FUNDING, INC., AS COLLATERAL AGENT		03/01/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	FLOWCHEM LLC		
Street Address:	20333 BLINKA ROAD		
City:	WALLER		
State/Country:	TEXAS		
Postal Code:	77484		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	2994247	HIPR	
Registration Number:	2971771	TURBOFLO	
Registration Number:	2243649	X-PAND	
Registration Number:	5520231	ACTIV-8	
Registration Number:	5788180	AUSCILLATER	
Registration Number:	5514443	CHAMELEON SEAL	
Registration Number:	5944473	EQUA-LUBE EIGHTY	
Registration Number:	5514442	FLOW WOLF	
Registration Number:	5807265	GRIZZLY SEAL	
Registration Number:	5969362	SEALVALVE	
Registration Number:	6010732	SEALVALVE	
Registration Number:	6085978	SEALWELD	
Registration Number:	2142260	SEALWELD	
Registration Number:	5938368	SUPERGUN	
Registration Number:	5638495	TOTAL-LUBE #911	
Registration Number:	5633402	UNI-SEAL	
Registration Number:	5498636	VALVE CLEANER PLUS	
Registration Number:	5938369	VALVEPRO	

OP \$490.00.00 78294247

Property Type	Number	Word Mark
Registration Number:	4053560	VIPER

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: 2023704750

Email: ipteam@cogencyglobal.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: Cogency Global Inc.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:	2281702 JM
NAME OF SUBMITTER:	Andrew Hackett
SIGNATURE:	Andrew Hackett
DATE SIGNED:	03/01/2024

Total Attachments: 5

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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, 2024 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 FLOWCHEM LLC, a Delaware limited liability company, having an address at 20333 Blinka Road Waller, TX 77484 (as successor-by-assignment to CMC (as defined below), "Flowchem").

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, and as further amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, 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 MATERIALS, INC. ("CMC"), 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, CMC 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 CMC'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 007773 Frame 0664;

WHEREAS, pursuant to that certain Patent Assignment, dated November 22, 2022 by and between CMC and Flowchem (the "Patent Assignment"), CMC sold, assigned, transferred and set over all of its right, title and interest in and to the patents included in the Released IP Collateral listed on Schedule I attached hereto to Flowchem;

WHEREAS, the Patent Assignment was recorded with the Patent division of the USPTO on November 23, 2022 at Reel 061866 Frame 0269;

WHEREAS, pursuant to that certain Trademark Assignment, dated November 22, 2022 by and between CMC and Flowchem (the "Trademark Assignment"), CMC irrevocably assigned, transferred, granted, set over and conveyed to Flowchem its entire worldwide and universal rights, title and interest in and to the trademarks included in the Released IP Collateral listed on Schedule I attached hereto (together with the goodwill of the business symbolized thereby) to Flowchem;

WHEREAS, the Trademark Assignment was recorded with the Trademark division of the USPTO on December 1, 2022 at Reel 7906 Frame 0582;

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 Parties) has agreed to release and terminate any Lien in favor of the Agent arising or created under any Credit Document on the Released Collateral (as defined in the Certificate referred to therein), including the Released IP Collateral.

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, automatically terminates, discharges and releases any and all liens on and security interests it has under the IP Security Agreement, Security Agreement or any other Credit 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 Credit 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 Credit 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: Authorized Signatory

[Signature Page to Partial Release]

TRADEMARK
REEL: 008359 FRAME: 0299

SCHEDULE I

RELEASED IP COLLATERAL

Patents

Registered Owner	Title	Registration Number	Date Filed
FLOWCHEM LLC	BULK POLYMERIZATION REACTORS	8,105,547	8/21/2006
FLOWCHEM LLC	DRAG REDUCING COMPOSITIONS AND METHODS OF MANUFACTURE AND USE	8,669,304	1/11/2011
FLOWCHEM LLC	DRAG REDUCING AGENT AND METHOD OF USE	8,106,114	10/29/2009
FLOWCHEM LLC	DRAG REDUCING COMPOSITIONS AND METHODS OF MANUFACTURE AND USE	9,416,331	8/23/2011
FLOWCHEM LLC	DRAG REDUCING COMPOSITIONS AND METHODS OF MANUFACTURE AND USE	8,933,149	3/8/2013
FLOWCHEM LLC	DRAG REDUCING COMPOSITIONS AND METHODS OF MANUFACTURE AND USE	9,267,094	8/22/2014
FLOWCHEM LLC	SAFETY CLOSURES AND PUMPING SYSTEMS	10,184,469	12/19/2014

Patent Applications

None.

Trademarks

Registered Owner	Mark	Registration Number	Registration Date
FLOWCHEM LLC	HIPR	2,994,247	9/13/2005
FLOWCHEM LLC	TURBOFLO	2,971,771	7/19/2005

Registered Owner	Mark	Registration Number	Registration Date
FLOWCHEM LLC	X-PAND	2,243,649	5/4/1999
FLOWCHEM LLC	ACTIV-8	5,520,231	7/17/2018
FLOWCHEM LLC	AUSCILLATER	5,788,180	6/25/2019
FLOWCHEM LLC	CHAMELEON SEAL	5,514,443	7/10/2018
FLOWCHEM LLC	EQUA-LUBE EIGHTY	5,944,473	12/24/2019
FLOWCHEM LLC	FLOW WOLF	5,514,442	7/10/2018
FLOWCHEM LLC	GRIZZLY SEAL	5,807,265	7/16/2019
FLOWCHEM LLC	SEALVALVE	5,969,362	1/21/2020
FLOWCHEM LLC	SEALVALVE	6,010,732	3/17/2020
FLOWCHEM LLC	SEALWELD	6,085,978	6/23/2020
FLOWCHEM LLC	SEALWELD	2,142,260	3/10/1998
FLOWCHEM LLC	SUPERGUN	5,938,368	12/17/2019
FLOWCHEM LLC	TOTAL-LUBE #911	5,638,495	12/25/2018
FLOWCHEM LLC	UNI-SEAL	5,633,402	12/18/2018
FLOWCHEM LLC	VALVE CLEANER PLUS	5,498,636	6/19/2018
FLOWCHEM LLC	VALVEPRO	5,938,369	12/17/2019
FLOWCHEM LLC	VIPER	4,053,560	11/8/2011

Trademark Applications

None.

[Schedule I]