

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM464993

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VACUUMSCHMELZE GMBH & CO. KG		03/08/2018	GmbH & Co. Kg: GERMANY
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collatateral Agent		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	73042226	VAC VACUUMSCHMELZE	
Serial Number:	73168451	VACOMAX	
Serial Number:	75224136	VACODYM	
Serial Number:	75340766	PERMENORM	
Serial Number:	75340767	VITROPERM	
Serial Number:	75350042	VITROVAC	
Serial Number:	75362107	VACOFLUX	
Serial Number:	75370372	THERMOFLUX	
Serial Number:	75370373	SEMIVAC	
Serial Number:	75370374	CROVAC	
Serial Number:	75827926	VACODUR	
Serial Number:	75370532	VACOPERM	
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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		

OP \$315.00 73042226

Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: Cogency Global Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F175897 TM IPSA

NAME OF SUBMITTER: Emily Ohannessian

SIGNATURE: /Emily Ohannessian/

DATE SIGNED: 03/09/2018

Total Attachments: 6

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Notice of Grant of Security Interest in Intellectual Property

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of March 8, 2018 (this "Agreement"), made by VACUUMSCHMELZE GMBH & CO. KG, a limited partnership (*Kommanditgesellschaft*) with a limited liability company as its general partner (*GmbH & Co. KG*) established under the laws of the Federal Republic of Germany, registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Hanau under registration number HRA 5479 (the "Pledgor"), in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent (as defined below).

Reference is made to the U.S. Collateral Agreement, dated as of March 8, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among each Subsidiary of New VAC Subsidiary Holding B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) organized under the laws of the Netherlands identified therein and Credit Suisse AG, Cayman Islands Branch, as collateral agent (together with its successors and assigns in such capacity, the "Collateral Agent") for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. ***Terms.*** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. ***Grant of Security Interest.*** As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the "IP Collateral"):

all Trademarks of the United States of America, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act.

SECTION 3. ***Collateral Agreement.*** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in

limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.


SECTION 4. *Counterparts*. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law*. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR OTHER CAUSES OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.


VACUUMSCHMELZE GMBH & CO. KG
By: VAC FINANZIERUNG GMBH, its general partner

By: 
Name: EDWARD J. YOCUM, JR.
Title:

[Signature Page to Notice of Grant of Security Interest]

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH,
as Collateral Agent,

By: 
Name: Doreen Barr
Title: Authorized Signatory

By: 
Name: Lingzi Huang
Title: Authorized Signatory

[Signature Page to Notice of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 006288 FRAME: 0581

Schedule I
to Notice of Grant of Security Interest in Trademarks

Trademarks Owned by Vacuumschmelze GmbH & Co. KG

U.S. Trademark Registrations and Applications

Trademark	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner Name	Status
VAC VACUMMSCHMELZE	73042226 01/20/1975	1137205 06/24/1980	Vacuumschmelze GmbH Co & KG.	Registered
VACOMAX	73168451 05/01/1978	1141112 11/04/1980	Vacuumschmelze GmbH Co & KG.	Registered
VACODYM	75224136 01/10/1997	2280279 09/28/1999	Vacuumschmelze GmbH Co & KG.	Registered
PERMENORM	75340766 08/13/1997	2254866 06/22/1999	Vacuumschmelze GmbH Co & KG.	Registered
VITROPERM	75340767 08/13/1997	2392510 10/10/2000	Vacuumschmelze GmbH Co & KG.	Registered
VITROVAC	75350042 09/02/1997	2312871 02/01/2000	Vacuumschmelze GmbH Co & KG.	Registered
VACOFLUX	75362107 09/24/1997	2268263 08/10/1999	Vacuumschmelze GmbH Co & KG.	Registered
THERMOFLUX	75370372 10/08/1997	2275394 09/07/1999	Vacuumschmelze GmbH Co & KG.	Registered
SEMIVAC	75370373 10/08/1997	2271497 08/24/1999	Vacuumschmelze GmbH Co & KG.	Registered
CROVAC	75370374 10/08/1997	2273494 08/31/1999	Vacuumschmelze GmbH Co & KG.	Registered
VACODUR	75827926 10/21/1999	2847675 06/01/2004	Vacuumschmelze GmbH Co & KG.	Registered
ULTRAPERM	79010426 04/18/2005	3130028 08/15/2006	Vacuumschmelze GmbH Co & KG.	Registered
CRYOPERM	79059783 09/08/2008	3699098 10/20/2009	Vacuumschmelze GmbH Co & KG.	Registered
VACOVIT	79079251 01/29/2010	3922185 02/22/2011	Vacuumschmelze GmbH Co & KG.	Registered
VITROBRAZE	79006592 09/20/2004	3032521 12/20/2005	Vacuumschmelze GmbH Co & KG.	Registered
DURACON	79013885 02/10/2005	3136056 08/29/2006	Vacuumschmelze GmbH Co & KG.	Registered
VACSTACK	79080301 01/29/2010	4036885 10/11/2011	Vacuumschmelze GmbH Co & KG.	Registered
ULTRAVAC	79080302 01/30/2010	3910378 01/25/2011	Vacuumschmelze GmbH Co & KG.	Registered
VACOSHIELD	79083062 02/04/2010	3899514 01/04/2011	Vacuumschmelze GmbH Co & KG.	Registered
SENSORVAC	79083830 04/26/2010	3936863 03/29/2011	Vacuumschmelze GmbH Co & KG.	Registered

Trademark	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner Name	Status
TRAFOPERM	79112665 02/22/2012	4263039 12/25/2012	Vacuumschmelze GmbH Co & KG.	Registered
HITCOAT	79124217 12/12/2012	4416517 10/15/2013	Vacuumschmelze GmbH Co & KG.	Registered
MAGNETOFLEX	79134034 05/10/2013	4721917 04/21/2015	Vacuumschmelze GmbH Co & KG.	Registered
CALORIVAC	79135894 07/19/2013	4622910 10/21/2014	Vacuumschmelze GmbH Co & KG.	Registered
VAC	79149398 05/16/2014	4705937 03/24/2015	Vacuumschmelze GmbH Co & KG.	Registered
VITROLAM	79159249 09/13/2014	4787976 08/11/2015	Vacuumschmelze GmbH Co & KG.	Registered
VACOPERM	75370532 08/13/1997	2273495 06/22/1999	Vacuumschmelze GmbH Co & KG.	Registered