

## PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Ultra Clean Holdings, Inc.	07/03/2012
RECEIVING PARTY DATA	
Name:	Silicon Valley Bank
Street Address:	555 Mission Street, Suite 900
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94105
PROPERTY NUMBERS Total: 13	
Property Type	Number
Application Number:	11386292
Application Number:	11775776
Application Number:	12235112
Application Number:	11935940
Application Number:	11995925
PCT Number:	US2005012902
PCT Number:	US2006021294
PCT Number:	US2007007081
PCT Number:	US2007019411
Patent Number:	7408008
Patent Number:	7213618
Patent Number:	7299825
Patent Number:	7320339
CORRESPONDENCE DATA	

CH \$520.00 11386292

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Phone: 415-268-6085

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*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

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ATTORNEY DOCKET NUMBER:

27292-35

NAME OF SUBMITTER:

Michael Gourhan

**Total Attachments: 7**

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## EXECUTION VERSION

### PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Agreement"), dated as of July 3, 2012, is made between Ultra Clean Holdings, Inc., a Delaware corporation (the "Grantor"), and Silicon Valley Bank, as administrative agent for the Secured Parties (in such capacity, the "Agent"). Certain affiliates of the Grantor, certain financial institutions as lenders, the Agent and certain other parties thereto are parties to a Credit Agreement dated as of the date hereof (as amended, modified, renewed or extended from time to time, the "Credit Agreement"). In connection therewith, pursuant to the Guarantee and Collateral Agreement, dated as of the date hereof (as amended, modified, renewed or extended from time to time, the "Guarantee and Collateral Agreement"), among the Grantor, certain affiliates of the Grantor and the Agent, the Grantor has granted to the Agent a security interest in all of the Grantor's present and future assets, including the intellectual property identified below, to secure the Secured Obligations (as defined in the Guarantee and Collateral Agreement). To supplement Agent's security interest in such intellectual property pursuant to the Guarantee and Collateral Agreement, Grantor is executing and delivering this Agreement.

Accordingly, the parties hereto agree as follows:

#### SECTION 1 Definitions; Interpretation.

(a) Terms Defined in Credit Agreement. All capitalized terms used in this Agreement (including in the recitals hereof) and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement.

(b) Interpretation. The rules of interpretation set forth in Section 1.03 of the Credit Agreement shall be applicable to this Agreement and are incorporated herein by this reference.

#### SECTION 2 Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Secured Obligations, the Grantor hereby grants, assigns, and conveys to Agent, for itself and on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which the Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents and patent applications as described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof; and

(ii) all products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral.

(b) Continuing Security Interest. The Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with the Guarantee and Collateral Agreement.

SECTION 3 Supplement to Guarantee and Collateral Agreement. The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the Guarantee and Collateral Agreement. The rights and remedies of the Agent with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement, all terms and provisions of which are incorporated herein by reference, and the other Loan Documents.

SECTION 4 Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Grantor, the Agent and the other Secured Parties and their respective successors and assigns and shall bind any Person who becomes bound as a debtor to this Agreement.

SECTION 5 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND TO THE EXTENT THE VALIDITY OR PERFECTION OF THE SECURITY INTERESTS HEREUNDER, OR THE REMEDIES HEREUNDER, IN RESPECT OF ANY COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN NEW YORK.

THE PROVISIONS OF SECTION 10.14 OF THE CREDIT AGREEMENT REGARDING SUBMISSION TO JURISDICTION AND JURY TRIAL WAIVER SHALL BE APPLICABLE TO THIS AGREEMENT AND ARE INCORPORATED HEREIN BY REFERENCE, *MUTATIS MUTANDIS*, AS IF SUCH PROVISIONS WERE FULLY SET FORTH HEREIN.

SECTION 6 Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall not be amended except by the written agreement of the parties as provided in the Credit Agreement.

SECTION 7 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under all applicable laws and regulations. If, however, any provision of this Agreement shall be prohibited by or invalid under any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of this Agreement, or the validity or effectiveness of such provision in any other jurisdiction.

SECTION 8 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so


executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed signature page of this Agreement by facsimile or other electronic mail transmission shall be effective as delivery of a manually executed counterpart hereof.

*[Remainder of page intentionally left blank]*

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

THE GRANTOR

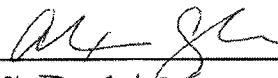
ULTRA CLEAN HOLDINGS, INC.

By:   
Title: Chief Financial Officer, Senior Vice President  
Address:

26462 Corporate Avenue  
Hayward, CA 94545  
Attention: K.C. "Casey" Eichler  
Facsimile No.: (510) 576-4401  
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Website URL: www.uct.com

THE AGENT

SILICON VALLEY BANK

By:   
Title: Director

Address:

555 Mission Street, Suite 900  
San Francisco, CA 94105  
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E-Mail: [acoyle@svb.com](mailto:acoyle@svb.com)

SCHEDULE A  
to the Patent Security Agreement  
  
ULTRA CLEAN HOLDINGS, INC.  
  
Issued U.S. Patents of the Grantor

<u>Jurisdiction</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor</u>	<u>Title</u>
U.S.	7,408,008	5/23/06	Matthew L. Milburn	Gas-Panel Assembly
U.S.	7,213,618	5/8/07	Matthew L. Milburn Bruce C. Wier	Gas-Panel Assembly
U.S.	7,299,825	11/27/07	Matthew L. Milburn	Gas-Panel Assembly
U.S.	7,320,339	1/22/08	Matthew L. Milburn	Gas-Panel Assembly
U.S.	20070224708	9/27/07	Sowmya Krishnan Mohamed Saleem	Mass Pulse Sensor and Process-Gas System and Method
U.S.	20080009977	1/10/08	Sowmya Krishnan Hubert Dinh	Apparatus and Method for Monitoring a Chemical Supply Systems
U.S.	20090078324	3/26/09	Hubert Dinh Sowmya Krishnan Mohamed Saleem Bruce C. Wier	Gas-Panel Assembly
U.S.	20090114295	5/7/09	Matthew L. Milburn Bruce C. Wier Sowmya Krishnan	Gas-Panel Assembly
U.S.	20100112814	5/6/10	Sowmya Krishnan	Pre-Certified Process Chamber and Method
U.S.	WO 2005/100833 PCT/US05/12902	10/27/05	Matthew L. Milburn Bruce C. Wier	Gas-Panel Assembly
U.S.	WO 2006/130774 PCT/US07/07081	12/7/06	Matthew L. Milburn	Gas-Panel Assembly
U.S.	WO 2007/109346 PCT/US07/0781	9/27/07	Sowmya Krishnan Mohamed Saleem	Mass Pulse Sensor and Process-Gas System and Method
U.S.	WO 2008/030501 PCT/US07/19411	3/13/08	Somya Krishnan	Pre-Certified Process Chamber and Method



Pending U.S. Patent Applications of the Grantor

<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor</u>	<u>Title</u>
None			