

## PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT														
NATURE OF CONVEYANCE:	SECURITY AGREEMENT														
CONVEYING PARTY DATA															
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Ultra Clean Technology Systems and Service, Inc.</td> <td>07/03/2012</td> </tr> </tbody> </table>		Name	Execution Date	Ultra Clean Technology Systems and Service, Inc.	07/03/2012										
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<table border="1"> <tr> <td>Name:</td> <td>Silicon Valley Bank</td> </tr> <tr> <td>Street Address:</td> <td>555 Mission Street, Suite 900</td> </tr> <tr> <td>City:</td> <td>San Francisco</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>94105</td> </tr> </table>		Name:	Silicon Valley Bank	Street Address:	555 Mission Street, Suite 900	City:	San Francisco	State/Country:	CALIFORNIA	Postal Code:	94105				
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CORRESPONDENCE DATA															
Fax Number:	(415)268-7522														
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Email:	mgourhan@mofa.com														
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CH \$240.00 6112132

ATTORNEY DOCKET NUMBER:	27292-35
NAME OF SUBMITTER:	Michael Gourhan
<b>Total Attachments: 9</b> source=UC 3.46 Patent and Trademark Security Agreement (UCTSS)#page1.tif source=UC 3.46 Patent and Trademark Security Agreement (UCTSS)#page2.tif source=UC 3.46 Patent and Trademark Security Agreement (UCTSS)#page3.tif source=UC 3.46 Patent and Trademark Security Agreement (UCTSS)#page4.tif source=UC 3.46 Patent and Trademark Security Agreement (UCTSS)#page5.tif source=UC 3.46 Patent and Trademark Security Agreement (UCTSS)#page6.tif source=UC 3.46 Patent and Trademark Security Agreement (UCTSS)#page7.tif source=UC 3.46 Patent and Trademark Security Agreement (UCTSS)#page8.tif source=UC 3.46 Patent and Trademark Security Agreement (UCTSS)#page9.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 3, 2012, is made between Ultra Clean Technology Systems and Service, Inc., a California corporation (the "Grantor"), and Silicon Valley Bank, as administrative agent for the Secured Parties (in such capacity, the "Agent"). The Grantor, as a borrower, 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;

(ii) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and

trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule B), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof and the entire goodwill of or associated with the businesses now or hereafter conducted by the Grantor connected with and symbolized by any of the aforementioned properties and assets in this clause (ii); and

(iii) 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.

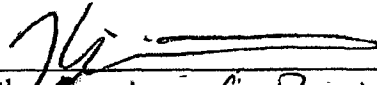
SECTION 8 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of 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 TECHNOLOGY SYSTEMS  
AND SERVICE, INC.

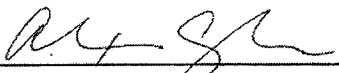
By:   
Title: *Secretary, Vice President and  
Chief Financial Officer*

Address:

26462 Corporate Avenue  
Hayward, CA 94545  
Attention: K.C. "Casey" Eichler  
Facsimile No.: (510) 576-4401  
Telephone No.: (510) 576-4704  
E-Mail: [ceichler@uct.com](mailto:ceichler@uct.com)  
Website URL: [www.uct.com](http://www.uct.com)

THE AGENT

SILICON VALLEY BANK

By:   
Title: Director

Address:

555 Mission Street, Suite 900  
San Francisco, CA 94105  
Attention: Alexis Coyle  
Facsimile No.: (415) 615-0214  
Telephone No.: (415) 764-3109  
E-Mail: [acoyle@svb.com](mailto:acoyle@svb.com)

SCHEDULE A  
to the Patent and Trademark Security Agreement

ULTRA CLEAN TECHNOLOGY SYSTEMS AND SERVICE, 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.	6,112,132	8/29/00	Stephen L. Grube	Automated Tube Cutting Apparatus and Method
U.S.	6,142,164	11/7/00	Bruce C. Wier Akira Muraoka Charles K. Lokey	Method and Apparatus for Removing Leaking Gas in an Integrated Gas Panel System
U.S.	6,172,320	1/9/00	Sowmya Krishnan Tadahiro Ohmi	Welding Method for Forming Chromium Oxide Passivated Film at Welded Portion
U.S.	6,518,534	2/11/03	Sowmya Krishnan Tadahiro Ohmi	Welding Method for Forming Chromium Oxide Passivated Film at Welded Portion
U.S.	20030124049	7/3/03	Sowmya Krishnan Mohamed Saleem Matthew Milburn	Catalytic Reactor Apparatus and Method for Generating High Purity Water Vapor
U.S.	WO 2003/016213 PCT/US02/27038	2/27/03	Sowmya Krishnan Mohamed Saleem Matthew Milburn	Catalytic Reactor Apparatus and Method for Generating High Purity Water Vapor



Pending U.S. Patent Applications of the Grantor

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

SCHEDULE B  
to the Patent and Trademark Security Agreement

ULTRA CLEAN TECHNOLOGY SYSTEMS AND SERVICE, INC.

U.S. Trademarks of the Grantor

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
U.S.	2,152,652	4/21/98	12/11/92	UCTSS	Ultra Clean Technology

Pending U.S. Trademark Applications of the Grantor

<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
None			

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sf-3135301

**RECORDED: 07/03/2012**

**PATENT  
REEL: 028497 FRAME: 0194**