

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT6684845

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT (ABL)
SEQUENCE:	2
CONVEYING PARTY DATA	
Name	Execution Date
ELECTRO SCIENTIFIC INDUSTRIES, INC.	04/27/2021
MKS INSTRUMENTS, INC.	04/27/2021
NEWPORT CORPORATION	04/27/2021
RECEIVING PARTY DATA	
Name:	BARCLAYS BANK PLC
Street Address:	745 SEVENTH AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10019
PROPERTY NUMBERS Total: 15	
Property Type	Number
Application Number:	63145178
Application Number:	17154698
Application Number:	63157229
Application Number:	17185259
Application Number:	16464551
Application Number:	16499511
Application Number:	16619875
Application Number:	16621630
Application Number:	16636605
Application Number:	17047254
Application Number:	17272155
Application Number:	17273695
Application Number:	17272611
Application Number:	17276736
Application Number:	63168028
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: 2123186532
Email: alanagramer@paulhastings.com
Correspondent Name: ALANA GRAMER
Address Line 1: 200 PARK AVENUE
Address Line 2: PAUL HASTINGS LLP
Address Line 4: NEW YORK, NEW YORK 10166

NAME OF SUBMITTER:	ALANA GRAMER
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SIGNATURE:	/s/ Alana Gramer
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DATE SIGNED:	04/29/2021
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Total Attachments: 7

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PATENT SECURITY AGREEMENT

Patent Security Agreement, dated as of April 27, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Patent Security Agreement"), by ELECTRO SCIENTIFIC INDUSTRIES, INC., an Oregon corporation, MKS INSTRUMENTS, INC., a Massachusetts corporation and NEWPORT CORPORATION, a Nevada corporation (each, a "Grantor"), in favor of BARCLAYS BANK PLC, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, each Grantor is party to that certain Security Agreement dated as of February 1, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Grantors, the other Grantors (as defined therein) party thereto and the Collateral Agent, in favor of the Collateral Agent, pursuant to which each Grantor is required to execute and deliver to the Collateral Agent this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intent to be legally bound hereby, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Agreement and used herein have the respective meanings assigned thereto in the Credit Agreement or the Security Agreement, in each case, as applicable.

SECTION 2. Grant of Security Interest in Patent Collateral. As security for the payment or performance, as the case may be, in full of the Secured Obligations, including the Guarantees, each Grantor hereby pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest:

- (a) all Patents of the Grantors listed on Schedule I attached hereto; and
- (b) all products and Proceeds of any of the foregoing (together with clause (a), collectively, the "Patents").

SECTION 3. The Security Agreement. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interests in the Patents made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with, or as otherwise required pursuant to, Section 6.11 thereof, the Collateral Agent shall, at the expense of the Grantors, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the liens on and security interests in the applicable Patents under this Patent

Security Agreement and any other documents required to evidence the termination of the Collateral Agent's interests in the applicable Patents.

SECTION 5. GOVERNING LAW; JURISDICTION; VENUE; WAIVER OF JURY TRIAL; CONSENT TO SERVICE OF PROCESS.

(A) THE TERMS OF SECTION 10.13 OF THE CREDIT AGREEMENT WITH RESPECT TO GOVERNING LAW, SUBMISSION OF JURISDICTION, VENUE AND WAIVER OF JURY TRIAL ARE INCORPORATED HEREIN BY REFERENCE, *MUTATIS MUTANDIS*, AND THE PARTIES HERETO AGREE TO SUCH TERMS.

(B) EACH PARTY TO THIS PATENT SECURITY AGREEMENT IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 6.01 OF THE SECURITY AGREEMENT. NOTHING IN THIS PATENT SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS PATENT SECURITY AGREEMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.


SECTION 6. Waivers; Amendments; Modifications. Neither this Patent Security Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent and the Grantor or Grantors with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 10.01 of the Credit Agreement and subject to Section 6.02 of the Security Agreement.

SECTION 7. Notices; Communications. All communications and notices under this Patent Security Agreement shall be in writing and given as provided in Section 6.01 of the Security Agreement.


SECTION 8. Counterparts; Effectiveness. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering to the other party hereto one or more counterparts. Delivery by facsimile or other electronic communication of an executed counterpart (including portable document format (PDF)) of a signature page to this Patent Security Agreement shall be effective as delivery of an original executed counterpart of this Patent Security Agreement. This Patent Security Agreement shall become effective as to the Grantors when a counterpart hereof executed on behalf of the Grantors shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon the Grantors and the Collateral Agent and their respective permitted successors and assigns, and shall inure to the benefit of the Grantors, the Collateral Agent and the other Secured Parties and their respective permitted successors and assigns, except that the Grantors shall not have the right to assign or transfer their rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by the Security Agreement or the Credit Agreement.

[Signature Pages Follow]


MKS INSTRUMENTS, INC.,
as a Grantor

By: 
Name: Seth H. Bagshaw
Title: Senior Vice President, Chief Financial
Officer and Treasurer

NEWPORT CORPORATION,
as a Grantor

By: 
Name: Seth H. Bagshaw
Title: President and Treasurer

ELECTRO SCIENTIFIC INDUSTRIES, INC.,
as a Grantor

By: 
Name: Seth H. Bagshaw
Title: President and Treasurer

BARCLAYS BANK PLC,
as the Collateral Agent

DocuSigned by:

By: *Komal Ramkirath*
Name: Komal Ramkirath
Title: Assistant Vice President

Schedule I
to
PATENT SECURITY AGREEMENT
UNITED STATES PATENTS AND PATENT APPLICATIONS

Ref.	Case	Owner	Title	Status	Appl. No.	Filed	Patent No.	Issued
0229-800WIL-20P		MKS Instruments, Inc.	Apparatus and Methods for Microwave-Assisted Surface Chemistry Annealing of ALD Processes Utilizing Microwave Radiation Energy	Pending	63/145178	2/3/2021		
5089.3100-000		MKS Instruments, Inc.	New Technology Load-Lock Gauge	Pending	17/154698	1/21/2021		
E299-P1		Electro Scientific Industries, Inc.	LASER-PROCESSING APPARATUS, METHODS OF OPERATING THE SAME, AND METHODS OF PROCESSING WORKPIECES USING THE SAME	Pending	63/157229	3/5/2021		
E253-US2		Electro Scientific Industries, Inc.	LASER-SEEDING FOR ELECTRO-CONDUCTIVE PLATING	Pending	17/185259	2/25/2021		
E262-US1		Electro Scientific Industries, Inc.	METHOD AND SYSTEM FOR EXTENDING OPTICS LIFETIME IN LASER PROCESSING APPARATUS	Pending	16/464551	5/28/2019		
E265-US1		Electro Scientific Industries, Inc.	MULTI-AXIS MACHINE TOOL AND METHODS OF CONTROLLING THE SAME	Pending	16/499511	9/30/2019		
E271-US1		Electro Scientific Industries, Inc.	OPTICALLY CONTACTED ACOUSTO OPTIC DEVICE AND METHOD OF MAKING THE SAME	Pending	16/619875	12/5/2019		
E270-US1		Electro Scientific Industries, Inc.	NON-CONTACT HANDLER AND METHOD OF HANDLING WORKPIECES USING THE SAME	Pending	16/621630	12/11/2019		
E272-US1		Electro Scientific Industries, Inc.	ACOUSTO-OPTIC SYSTEM HAVING PHASE-SHIFTING REFLECTOR	Pending	16/636605	2/4/2020		
E273-US1		Electro Scientific Industries, Inc.	LASER PROCESSING APPARATUS INCORPORATING A WORKPIECE HANDLING APPARATUS AND METHODS OF OPERATING THE SAME	Pending	17/047254	10/13/2020		
E280-US1		Electro Scientific Industries, Inc.	SYSTEMS AND METHODS FOR DRILLING VIAS IN TRANSPARENT MATERIALS	Pending	17/272155	2/26/2021		

Ref.	Case	Owner	Title	Status	Appl. No.	Filed	Patent No.	Issued
E279-US1		Electro Scientific Industries, Inc.	SYSTEMS AND METHODS FOR USE IN HANDLING COMPONENTS	Pending	17/273695	3/4/2021		
E282-US1		Electro Scientific Industries, Inc.	FRAME AND EXTERIOR SHROUDING FOR LASER PROCESSING SYSTEM	Pending	17/272611	3/1/2021		
E275-US1		Electro Scientific Industries, Inc.	LASER PROCESSING APPARATUS, METHODS OF OPERATING THE SAME, AND METHODS OF PROCESSING WORKPIECES USING THE SAME	Pending	17/276736	3/16/2021		
0230-300SAN-21P		Newport Corporation	Multiple Wavelength Laser System for Extreme Ultraviolet Light	Pending	63/168,028	3/30/2021		