

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498555

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cabot Microelectronics Corporation		11/15/2018	Corporation: DELAWARE
QED Technologies International, Inc.		11/15/2018	Corporation: DELAWARE
Flowchem LLC		11/15/2018	Limited Liability Company: DELAWARE
KMG Electronic Chemicals, Inc.		11/15/2018	Corporation: TEXAS
KMG-Bernuth, Inc.		11/15/2018	Corporation: DELAWARE
Mpower Specialty Chemicals LLC		11/15/2018	Limited Liability Company: TEXAS
Sealweld (USA), Inc.		11/15/2018	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	10 South Dearborn Street, L2
Internal Address:	Workflow Management Department
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Registration Number:	4372801	ELEMENT
Registration Number:	2363181	EPIC
Registration Number:	2517587	ICUE
Registration Number:	4613239	IDIEL
Registration Number:	2632288	LUSTRA
Registration Number:	5354755	MEDEA
Registration Number:	3702810	NEXPLANAR
Registration Number:	1704025	SEMI-SPERSE
Registration Number:	1917115	SEMI-SPERSE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3103184	SILECT
Registration Number:	3623364	TRANSELE
Registration Number:	3456932	WIN
Registration Number:	3451884	EPOCH
Registration Number:	2499905	ETERPOL
Registration Number:	3737365	ASI
Registration Number:	2827173	MRF
Registration Number:	4303897	QED OPTICS
Registration Number:	2777617	QED TECHNOLOGIES
Registration Number:	4270737	Q-FLEX
Registration Number:	2971771	TURBOFLO
Registration Number:	1851237	CLEANROOM
Registration Number:	1705722	GIGABIT
Registration Number:	3949164	NANO-STRIP
Registration Number:	3306579	NANO-STRIP
Registration Number:	1533823	PARTICU-LO
Registration Number:	2189410	PARTICU-LO LTM
Registration Number:	1870262	TERABIT
Registration Number:	1907795	ULTRA-ETCH
Registration Number:	0821851	BUENO
Registration Number:	0821805	DACONATE
Registration Number:	2994247	HIPR
Registration Number:	2243649	X-PAND
Registration Number:	2142260	SEALWELD
Registration Number:	5514442	FLOW WOLF
Registration Number:	5514443	CHAMELEON SEAL
Registration Number:	5520231	ACTIV-8
Registration Number:	5498636	VALVE CLEANER PLUS
Registration Number:	4053560	VIPER

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 8007130755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

TRADEMARK

REEL: 006483 FRAME: 0178

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	11/16/2018
Total Attachments: 7 source=07. K-Pop - Notice of Grant of Security Interest in Intellectual Property (Trademarks)#page1.tif source=07. K-Pop - Notice of Grant of Security Interest in Intellectual Property (Trademarks)#page2.tif source=07. K-Pop - Notice of Grant of Security Interest in Intellectual Property (Trademarks)#page3.tif source=07. K-Pop - Notice of Grant of Security Interest in Intellectual Property (Trademarks)#page4.tif source=07. K-Pop - Notice of Grant of Security Interest in Intellectual Property (Trademarks)#page5.tif source=07. K-Pop - Notice of Grant of Security Interest in Intellectual Property (Trademarks)#page6.tif source=07. K-Pop - Notice of Grant of Security Interest in Intellectual Property (Trademarks)#page7.tif	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- | | |
|--|--|
| 1. Cabot Microelectronics Corporation
2. QED Technologies International, Inc.
3. Flowchem LLC
4. KMG Electronic Chemicals, Inc. | 5. KMG-Bernuth, Inc.
6. Mpower Specialty Chemicals LLC
7. Sealweid (USA), Inc. |
|--|--|

- | | |
|---|--|
| <input type="checkbox"/> Individual(s) | <input type="checkbox"/> Association |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Corporation- State: _____ | |
| <input checked="" type="checkbox"/> Other 1-2. Corp.-DE; 3. LLC-DE; 4. Corp.-TX;
5. Corp.-DE; 6. LLC-TX, 7. Corp.-TX _____ | |

Citizenship (see guidelines) USA
 Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) November 15, 2018

<input type="checkbox"/> Assignment	<input type="checkbox"/> Merger
<input checked="" type="checkbox"/> Security Agreement	<input type="checkbox"/> Change of Name
<input type="checkbox"/> Other _____	

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A.
 Street Address: Workflow Management Department,
10 South Dearborn Street, L2
 City: Chicago
 State: Illinois
 Country: USA Zip: 60603

- | |
|--|
| <input type="checkbox"/> Individual(s) Citizenship _____ |
| <input checked="" type="checkbox"/> Association Citizenship <u>USA</u> |
| <input type="checkbox"/> Partnership Citizenship _____ |
| <input type="checkbox"/> Limited Partnership Citizenship _____ |
| <input type="checkbox"/> Corporation Citizenship _____ |
| <input type="checkbox"/> Other _____ Citizenship _____ |

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

See Schedule I

B. Trademark Registration No.(s) _____

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP

80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved: 40

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- | |
|--|
| <input type="checkbox"/> Authorized to be charged to deposit account |
| <input type="checkbox"/> Enclosed |

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: *Elaine Carrera* November 15, 2018
Signature Date

Elaine Carrera
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of November 15, 2018 (this “**Agreement**”), made by CABOT MICROELECTRONICS CORPORATION, a Delaware corporation, QED TECHNOLOGIES INTERNATIONAL, INC., a Delaware corporation, FLOWCHEM LLC, a Delaware limited liability company, KMG ELECTRONIC CHEMICALS, INC., a Texas corporation, KMG-BERNUTH, INC., a Delaware corporation, MPOWER SPECIALTY CHEMICALS LLC, a Texas limited liability company and SEALWELD (USA), INC., a Texas corporation (each a “**Pledgor**” and together the “**Pledgors**”), in favor of JPMORGAN CHASE BANK, N.A., as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement dated as of November 15, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”), among CABOT MICROELECTRONICS CORPORATION, a Delaware corporation (the “**Borrower**”), each Subsidiary Loan Party listed on the signature pages thereof and each other Subsidiary Loan Party that becomes a party thereto after the date thereof, and JPMORGAN CHASE BANK, N.A., as collateral agent (together with its successors and assigns in such capacity, the “**Collateral Agent**”) for the Secured Parties. 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 1.1(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, each 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 Excluded Property, including, without limitation, any “intent-to-use” trademark applications, to the extent that the grant of a security interest therein would impair the validity or enforceability of, or render void or voidable or result in the cancellation of the applicable grantor’s right, title or interest therein or in any trademark issued as a result of such application under applicable federal law.

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. The Pledgors hereby acknowledge and affirm 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 ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR 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.**

[Signature Pages Follow]

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

CABOT MICROELECTRONICS CORPORATION
QED TECHNOLOGIES INTERNATIONAL, INC.

By: _____



Name: Scott D. Beamer

Title: Vice President and Chief Financial Officer

KMG-BERNUTH, INC.
KMG ELECTRONIC CHEMICALS, INC.
SEALWELD (USA), INC.
FLOWCHEM LLC
MPOWER SPECIALTY CHEMICALS LLC

By: _____




Name: Scott D. Beamer

Title: Vice President and Treasurer

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

TRADEMARK
REEL: 006483 FRAME: 0183

JPMORGAN CHASE BANK, N.A., as Collateral Agent

By: 
Name: Eleftherios Karsos
Title: Authorized Officer

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

TRADEMARK
REEL: 006483 FRAME: 0184

Schedule I

Trademarks

UNITED STATES TRADEMARKS:

U.S. Trademark Registrations:

	OWNER	REGISTRATION NUMBER	TRADEMARK
1.	Cabot Microelectronics Corporation	4,372,801	ELEMENT
2.	Cabot Microelectronics Corporation	2,363,181	EPIC
3.	Cabot Microelectronics Corporation	2,517,587	ICUE
4.	Cabot Microelectronics Corporation	4,613,239	IDIEL
5.	Cabot Microelectronics Corporation	2,632,288	LUSTRA
6.	Cabot Microelectronics Corporation	5,354,755	MEDEA
7.	Cabot Microelectronics Corporation	3,702,810	NEXPLANAR
8.	Cabot Microelectronics Corporation	1,704,025	SEMI-SPERSE
9.	Cabot Microelectronics Corporation	1,917,115	SEMI-SPERSE
10.	Cabot Microelectronics Corporation	3,103,184	SILECT
11.	Cabot Microelectronics Corporation	3,623,364	TRANSELE
12.	Cabot Microelectronics Corporation	3,456,932	WIN
13.	Epoch Material Co., Ltd.	3,451,884	EPOCH
14.	Epoch Material Co., Ltd.	2,499,905	ETERPOL
15.	QED Technologies International, Inc.	3,737,365	ASI
16.	QED Technologies International, Inc.	2,827,173	MRF
17.	QED Technologies International, Inc.	4,303,897	QED OPTICS
18.	QED Technologies International, Inc.	2,777,617	QED TECHNOLOGIES
19.	QED Technologies International, Inc.	4,270,737	Q-FLEX
20.	Flowchem, Ltd. (n/k/a Flowchem, LLC)	2971771	TURBOFLO
21.	KMG Electronic Chemicals, Inc.	1851237	CLEANROOM
22.	KMG Electronic Chemicals, Inc.	1705722	GIGABIT
23.	KMG Electronic Chemicals, Inc.	3949164	NANO-STRIP
24.	KMG Electronic Chemicals, Inc.	3306579	NANO-STRIP
25.	KMG Electronic Chemicals, Inc.	1533823	PARTICU-LO
26.	KMG Electronic Chemicals, Inc.	2189410	PARTICU-LO LTM
27.	KMG Electronic Chemicals, Inc.	1870262	TERABIT
28.	KMG Electronic Chemicals, Inc.	1907795	ULTRA-ETCH
29.	KMG-Bernuth, Inc.	0821851	BUENO
30.	KMG Ultra Pure Chemicals Limited	4697731 (66A)	OMNI
31.	KMG Ultra Pure Chemicals Limited	4177579 (66A)	OMNICU
32.	KMG-Bernuth, Inc.	0821805	DACONATE
33.	MPower Specialty Chemicals LLC	2994247	HIPR
34.	MPower Specialty Chemicals LLC	2243649	X-PAND

[Schedule I to Notice of Grant of Security Interest in Trademarks]

	OWNER	REGISTRATION NUMBER	TRADEMARK
35.	Sealweld (USA), Inc.	2142260	SEALWELD
36.	Sealweld (USA), Inc.	5514442	FLOW WOLF
37.	Sealweld (USA), Inc.	5514443	CHAMELEON SEAL
38.	Sealweld (USA), Inc.	5520231	ACTIV-8
39.	Sealweld (USA), Inc.	5498636	VALVE CLEANER PLUS
40.	Valves Incorporated of Texas	4053560	VIPER

U.S. Trademark Applications:

None.

[Schedule I to Notice of Grant of Security Interest in Trademarks]