

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM492342

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GTAT Corporation		09/28/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Cantor Fitzgerald Securities, as Collateral Agent		
Street Address:	110 East 59th St.		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	General Partnership: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3523763	HEM	
Registration Number:	1084417		
Registration Number:	1150725	CRYSTAL SYSTEMS	
Registration Number:	5428627	SICLONE	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place, 23rd Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	00239 / 001		
NAME OF SUBMITTER:	Christine Slattery		
SIGNATURE:	/Christine Slattery/		
DATE SIGNED:	10/02/2018		
Total Attachments: 5			

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GRANT OF**SECURITY INTEREST IN TRADEMARK RIGHTS****September 28, 2018**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “*Agreement*”), effective as of the date hereof, is made by the persons signatory hereto or hereafter made a party hereto (the “*Grantors*” and each a “*Grantor*”), in favor of Cantor Fitzgerald Securities (“*Cantor*”), in its capacity as collateral agent acting for the benefit of the Secured Parties (as defined in the Loan Agreement referred to below) (in such capacity, “*Collateral Agent*”).

WITNESSETH:

WHEREAS, pursuant to the Term Loan and Security Agreement, dated as of September 28, 2018, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Loan Agreement*”), by and among GT Advanced Technologies Inc., a Delaware corporation (“*Holdings*”), GTAT Corporation, a Delaware corporation (the “*Borrower*”), the Subsidiaries of the Borrower signatory thereto as guarantors or thereafter designated as Guarantors, the lenders party thereto from time to time (each a “*Lender*” and, collectively, the “*Lenders*”), and Cantor, as administrative agent for the Lenders (in such capacity, together with its successors and permitted assigns in such capacity, the “*Administrative Agent*”, and together with the Collateral Agent, collectively, the “*Agents*” and each an “*Agent*”) and as Collateral Agent, the Lenders have severally agreed to make loans and other financial accommodations to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Loan Agreement, each Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Loan Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Loan Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Loan Agreement and used herein shall have the meanings given to them in the Loan Agreement.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, Grantor’s right, title and interest in, to and under all of the Trademarks owned by such Grantor and constituting Collateral, including,

without limitation, those listed on Schedule A hereto (collectively, the “*Trademark Collateral*”), to the Collateral Agent, for the benefit of the Secured Parties, to secure payment, performance and observance of the Obligations. For the avoidance of doubt, pursuant to the Loan Agreement, it is acknowledged and agreed that any application for a trademark registration that would otherwise be deemed invalidated, cancelled or abandoned due to the grant of a security interest thereon shall not be deemed Collateral or Trademark Collateral unless and until such time as the grant of such security interest will not affect the validity of such application for trademark registration.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Loan Agreement and is expressly subject to the terms and conditions thereof. The Loan Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall govern.

SECTION 5. This Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the payment and performance in full of the Obligations. Upon the termination of this Agreement, the Collateral Agent shall at Grantor’s cost and expense execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

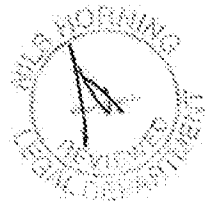
GTAT Corporation,
a Delaware corporation,
as a Grantor

By: Michele Rayos

Name: Michele Rayos
Title: Vice President and Chief Financial
Officer


Cantor Fitzgerald Securities, as Collateral Agent

By: James A. Buccola
Name: James Buccola
Head of Fixed Income
Title: _____



SCHEDULE A

U.S. Trademarks and Applications

<u>Trademark</u>	<u>Status</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Reg. Date</u>
HEM	Registered	USA	3,523,763	77/415,220	03/02/2008	10/28/2008
(Crystal Design) 	Registered	USA	1,084,417	73/092,027	06/30/1976	02/07/1978
Crystal Systems	Registered	USA	1,150,725	163,474	03/24/1978	04/14/1981
SiClone	Registered	USA	5,428,627	86/220,468	03/13/2014	03/20/2018