

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM695382

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VEECO INSTRUMENTS INC.		12/16/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	HSBC BANK USA, NATIONAL ASSOCIATION, as Collateral Agent		
Street Address:	95 Washington Street, Floor 2South		
City:	Buffalo		
State/Country:	NEW YORK		
Postal Code:	14203		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 51			
Property Type	Number	Word Mark	
Registration Number:	5151531	APEX	
Registration Number:	5041431	BLUTEMP	
Registration Number:	4856151	EPIK	
Registration Number:	5285893	EPIK 700	
Registration Number:	2766097	GEN200	
Registration Number:	2969042	GEN2000	
Registration Number:	4594001	GENXPLORE	
Registration Number:	4396834	ISOTEMP	
Registration Number:	3751136	MARK	
Registration Number:	4082618	MAXBRIGHT	
Registration Number:	2842100	MOLLY	
Registration Number:	2586662	NEXUS	
Registration Number:	5022851	NOVUS	
Registration Number:	2596074	OPTIUM	
Registration Number:	2651486	PIEZOCON	
Registration Number:	4871855	PROPEL	
Registration Number:	3079753	REALTEMP	
Registration Number:	3825768	SOLUS	
Registration Number:	4640647	SPECTOR	

CH \$1290.00 5151531

Property Type	Number	Word Mark
Registration Number:	2026851	SUMO
Registration Number:	2112662	TURBODISC
Registration Number:	2620003	UNI-BULB
Registration Number:	3335039	VEECO
Registration Number:	4465394	VEECO
Registration Number:	4424128	WAFERCHEK
Registration Number:	4642732	WAFERETCH
Registration Number:	4832315	WAFERSTORM
Registration Number:	5091695	TRUHEAT
Registration Number:	5091696	ISOFLANGE700
Registration Number:	5246712	QUEST
Registration Number:	5370506	FLOWFLANGE
Registration Number:	5508812	TURBORAMP
Registration Number:	5387594	ULTRATECH
Registration Number:	5126976	CAMBRIDGE NANOTECH
Registration Number:	4010192	SIMPLY ALD
Registration Number:	3875749	FIJI
Registration Number:	3896072	PHOENIX
Registration Number:	3839919	SAVANNAH
Registration Number:	2962810	NANOTECH
Registration Number:	2900168	STAR 100
Registration Number:	2900167	STAR
Registration Number:	2167430	ULTRATECH
Registration Number:	2163674	ATLAS
Registration Number:	1956521	TITAN WAFER STEPPER
Registration Number:	1956520	SATURN WAFER STEPPER
Registration Number:	1417282	
Registration Number:	6125166	FIREBIRD
Registration Number:	6153858	LUMINA
Serial Number:	97062323	MAKING A MATERIAL DIFFERENCE
Serial Number:	97062349	VEECO
Serial Number:	97062354	VEECO

CORRESPONDENCE DATA

Fax Number: 6173417701

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: 617-951-8132

Email: linda.salera@morganlewis.com

Correspondent Name: Linda A. Salera, Senior Paralegal
Address Line 1: One Federal Street
Address Line 2: c/o Morgan, Lewis & Bockius LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER: Linda A. Salera

SIGNATURE: /Linda A. Salera/

DATE SIGNED: 12/16/2021

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made as of December 16, 2021 by VEECO INSTRUMENTS INC., a Delaware corporation (the “Grantor”), in favor of HSBC BANK USA, NATIONAL ASSOCIATION, as administrative agent, collateral agent and joint lead arranger (“Collateral Agent”) for the banks and other financial institutions or entities (each a “Lender” and, collectively, the “Lenders”) from time to time parties to that certain Loan and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Loan Agreement”) by and among, *inter alia*, Veeco Instruments Inc., as Borrower, the Guarantors party thereto from time to time, the Lenders party thereto and Collateral Agent.

WITNESSETH:

WHEREAS, pursuant to the Loan Agreement, Collateral Agent and the Lenders have agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Loan Agreement, the Grantor has pledged and granted (or, concurrently with the execution thereof, will pledge and grant) to the Collateral Agent, for the ratable benefit of Agent, the Issuer and each Lender, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Loan Agreement, the Grantor has agreed to execute and deliver this Trademark Security Agreement in order to record the security interest granted to the Collateral Agent with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** To secure the prompt payment and performance to Agent, the Issuer and each Lender of the Obligations, the Grantor hereby pledges and grants to the Collateral Agent for the ratable benefit of Agent, the Issuer and each Lender a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of Grantor’s right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising (collectively, the “Trademark Collateral”):

- (a) all of its Trademarks including those referred to on Schedule I;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (c) any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any license with respect to Trademarks.

3. **SECURITY FOR OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Grantor to the Collateral Agent, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the Grantor.

4. **LOAN AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Collateral Agent, for the ratable benefit of Agent, the Issuer and each Lender, pursuant to the Loan Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Loan Agreement, the Loan Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If the Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantor hereby authorizes the Collateral Agent to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by fax transmission or e-mail transmission (e.g. "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. The words "delivery," "execute," "execution," "signed," "signature," and words of like import in this Trademark Security Agreement or any other document executed in connection herewith shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by Collateral Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any Applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that notwithstanding anything contained herein to the contrary the Collateral Agent is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by Collateral Agent pursuant to procedures approved by it and provided further without limiting the foregoing, upon the request of any party, any electronic signature shall be promptly followed by such manually executed counterpart. This Trademark Security Agreement is a Loan Document.

7. **CHOICE OF LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLIED TO CONTRACTS TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPALS EXCEPT TITLE 14 OF ARTICLE 5 OF THE NEW YORK GENERAL OBLIGATIONS LAW. ANY JUDICIAL PROCEEDING BROUGHT BY OR AGAINST THE GRANTOR WITH**

RESPECT TO ANY OF THE OBLIGATIONS, THIS AGREEMENT OR ANY RELATED AGREEMENT MAY BE BROUGHT IN ANY COURT OF COMPETENT JURISDICTION IN THE COUNTY OF NEW YORK, STATE OF NEW YORK, UNITED STATES OF AMERICA, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, THE GRANTOR ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS, AND IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS AGREEMENT. THE GRANTOR HEREBY WAIVES RIGHT TO PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL (RETURN RECEIPT REQUESTED) DIRECTED TO THE GRANTOR AT ITS ADDRESS SET FORTH IN SECTION 15.6 OF THE CREDIT AGREEMENT AND SERVICE SO MADE SHALL BE DEEMED COMPLETED FIVE (5) DAYS AFTER THE SAME SHALL HAVE BEEN SO DEPOSITED IN THE MAILED OF THE UNITED STATES OF AMERICA. NOTHING HEREIN SHALL AFFECT THE RIGHT TO SERVE PROCESS IN ANY MANNER PERMITTED BY LAW OR SHALL LIMIT THE RIGHT OF AGENT OR ANY LENDER TO BRING PROCEEDINGS AGAINST THE GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION. THE GRANTOR WAIVES ANY OBJECTION TO JURISDICTION AND VENUE OF ANY ACTION INSTITUTED HEREUNDER AND SHALL NOT ASSERT ANY DEFENSE BASED ON LACK OF JURISDICTION OR VENUE OR BASED UPON FORUM NON CONVENIENS. ANY JUDICIAL PROCEEDING BY THE GRANTOR AGAINST AGENT OR ANY LENDER INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER OR CLAIM IN ANY WAY ARISING OUT OF, RELATED TO OR CONNECTED WITH THIS AGREEMENT OR ANY RELATED AGREEMENT, SHALL BE BROUGHT ONLY IN A FEDERAL OR STATE COURT LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK.

8. MISCELLANEOUS. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING JURISDICTION AND JURY TRIAL WAIVER SET FORTH IN SECTIONS 15.1 AND 12.3 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

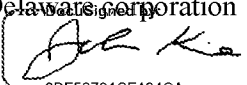
[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

VEECO INSTRUMENTS INC.,

a Delaware corporation


By  _____
8BF52734CF134CA...

Name: John P. Kiernan

Title: Senior Vice President & Chief Financial Officer

COLLATERAL AGENT:

**HSBC BANK USA, NATIONAL
ASSOCIATION**


By: 
Name: Asma Alghofailey
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT



Trademarks

<u>Mark</u>	<u>Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>	<u>Status</u>
APEX	US	5151531	2/28/2017	Veeco Instruments Inc.	Registered
BLUTEMP	US	5041431	9/13/2016	Veeco Instruments Inc.	Registered
EPIK	US	4856151	11/17/2015	Veeco Instruments Inc.	Registered
EPIK 700	US	5285893	9/12/2017	Veeco Instruments Inc.	Registered
GEN200	US	2766097	9/23/2003	Veeco Instruments Inc.	Renewed
GEN2000	US	2969042	7/19/2005	Veeco Instruments Inc.	Renewed
GENXPLOER	US	4594001	8/26/2014	Veeco Instruments Inc.	Registered
ISOTEMP	US	4396834	9/3/2013	Veeco Instruments Inc.	Registered

MARK	US	3751136	2/23/2010	Veeco Instruments Inc.	Registered
MAXBRIGHT ^T	US	4082618	1/10/2012	Veeco Instruments Inc.	Registered
MOLLY	US	2842100	5/18/2004	Veeco Instruments Inc.	Registered
NEXUS	US	2586662	6/25/2002	Veeco Instruments Inc.	Registered
NOVUS	US	5022851	8/16/2016	Veeco Instruments Inc.	Registered
OPTIUM	US	2596074	7/16/2002	Veeco Instruments Inc.	Registered
PIEZOCON	US	2651486	11/19/2002	Veeco Instruments Inc.	Registered
PROPEL	US	4871855	12/15/2015	Veeco Instruments Inc.	Registered
REALTEMP	US	3079753	4/11/2006	Veeco Instruments Inc.	Registered
SOLUS	US	3825768	7/27/2010	Veeco Instruments Inc.	Registered
SPECTOR	US	4640647	11/18/2014	Veeco Instruments Inc.	Registered

SUMO	US	2026851	12/31/1996	Veeco Instruments Inc.	Registered
TURBODISC	US	2112662	11/11/1997	Veeco Instruments Inc.	Registered
UNI-Bulb	US	2620003	9/17/2002	Veeco Instruments Inc.	Registered
VEECO	US	3335039	11/13/2007	Veeco Instruments Inc.	Registered
	US	4465394	1/14/2014	Veeco Instruments Inc.	Registered
WAFERCH K	US	4424128	10/29/2013	Veeco Instruments Inc.	Registered
WAFERET H	US	4642732	11/18/2014	Veeco Instruments Inc.	Registered
WAFERST RM	US	4832315	10/13/2015	Veeco Instruments Inc.	Registered
TRUHEAT	US	5091695	11/29/2016	Veeco Instruments Inc.	Registered
ISOFLAN GE 700	US	5091696	11/29/2016	Veeco Instruments Inc.	Registered
QUEST	US	5246712	7/18/2017	Veeco Instruments Inc.	Registered

FLOWPLAN GE	US	5370506	1/2/2018	Veeco Instruments Inc.	Registered
TURBORAM P	US	5508812	7/3/2018	Veeco Instruments Inc.	Registered
ULTRATECH	US	5387594	1/23/2018	Veeco Instruments Inc.	Registered
CAMBRIDGE NANOTECH	US	5126976	1/24/2017	Veeco Instruments Inc.	Registered
SIMPLY ALD	US	4010192	8/9/2011	Veeco Instruments Inc.	Registered
FUJI	US	3875749	11/16/2010	Veeco Instruments Inc.	Registered
PHOENIX	US	3896072	12/28/2010	Veeco Instruments Inc.	Registered
SAVANNAH	US	3839919	8/31/2010	Veeco Instruments Inc.	Registered
NANOTECH	US	2962810	6/21/2005	Veeco Instruments Inc.	Registered
STAR 100	US	2900168	11/2/2004	Veeco Instruments Inc.	Registered
STAR	US	2900167	11/2/2004	Veeco Instruments Inc.	Registered

ULTRATECH	US	2167430	6/23/1998	Veeco Instruments Inc.	Registered
ATLAS	US	2163674	6/9/1998	Veeco Instruments Inc.	Registered
TITAN WAFER STEPPER	US	1956521	2/13/1996	Veeco Instruments Inc.	Registered
SATURN WAFER STEPPER	US	1956520	2/13/1996	Veeco Instruments Inc.	Registered
	US	1417282	11/18/1986	Veeco Instruments Inc.	Registered
FIREBIRD	US	6125166	8/11/2020	Veeco Instruments Inc.	Registered
LUMINA	US	6153858	9/15/2020	Veeco Instruments Inc.	Registered
MAKING A MATERIAL DIFFERENCE	US	App. No. 97062323	App. Date 10/6/2021	Veeco Instruments Inc.	Pending
VEECO	US	App. No. 97062349	App. Date 10/6/2021	Veeco Instruments Inc.	Pending
	US	App. No. 97062354	App. Date 10/6/2021	Veeco Instruments Inc.	Pending