UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

☒ *QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15 (d) OF THE SECURITIES EXCHANGE ACT OF 1934*
For the quarterly period ended August 2, 2015
OR

☐ *TRANSITION REPORT PURSUANT TO SECTION 13 OR 15 (d) OF THE SECURITIES EXCHANGE ACT OF 1934*

For the transition period from ___ to ___

Commission file number 0-15451

PHOTRONICS, INC.
(Exact name of registrant as specified in its charter)

Connecticut	**06-0854886**
(State or other jurisdiction of incorporation or organization)	*(IRS Employer Identification No.)*
15 Secor Road, Brookfield, Connecticut	**06804**
(Address of principal executive offices)	*(Zip Code)*
Registrant's telephone number, including area code	**(203) 775-9000**

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter periods that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.
Yes ☒ **No** ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).
Yes ☒ **No** ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See definitions of “large accelerated filer," "accelerated filer” and “smaller reporting company” in Rule 12b-2 of the Exchange Act. (Check one):

Large Accelerated Filer ☐ Accelerated Filer ☒ Non-Accelerated Filer ☐ Smaller Reporting Company ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).
Yes ☐ **No** ☒

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

Class	Outstanding at September 1, 2015
Common Stock, $0.01 par value	**66,768,764 Shares**

Forward-Looking Statements

The Private Securities Litigation Reform Act of 1995 provides a "safe harbor" for forward-looking statements made by or on behalf of Photronics, Inc. ("Photronics" or "the Company" or “we”). These statements are based on management's beliefs, as well as assumptions made by, and information currently available to, management. Forward-looking statements may be identified by words like "expect," "anticipate," "believe," "plan," "projects," “could,” “estimate,” “intend,” “may,” “will” and similar expressions, or the negative of such terms, or other comparable terminology. All forward-looking statements involve risks and uncertainties that are difficult to predict. In particular, any statement contained in this quarterly report on Form 10-Q or in other documents filed with the Securities and Exchange Commission, in press releases or in the Company's communications and discussions with investors and analysts in the normal course of business through meetings, phone calls, or conference calls regarding, among other things, the consummation and benefits of transactions and acquisitions, expectations with respect to future sales, financial performance, operating efficiencies, or product expansion, are subject to known and unknown risks, uncertainties, and contingencies, many of which are beyond the control of the Company. Various factors may cause actual results, performance, or achievements to differ materially from anticipated results, performance, or achievements expressed or implied by forward-looking statements. Factors that might affect forward-looking statements include, but are not limited to, overall economic and business conditions; economic and political conditions in international markets; the demand for the Company's products; competitive factors in the industries and geographic markets in which the Company competes; federal, state and international tax requirements (including tax rate changes, new tax laws and revised tax law interpretations); interest rate and other capital market conditions, including changes in the market price of the Company's securities; foreign currency exchange rate fluctuations; changes in technology; the timing, impact, and other uncertainties relating to transactions and acquisitions, divestitures and joint ventures as well as decisions the Company may make in the future regarding the Company’s business, capital and organizational structure and other matters; the seasonal and cyclical nature of the semiconductor and flat panel display industries; management changes; damage or destruction to the Company's facilities, or the facilities of its customers or suppliers, by natural disasters, labor strikes, political unrest, or terrorist activity; the ability of the Company to (i) place new equipment in service on a timely basis; (ii) obtain additional financing; (iii) achieve anticipated synergies and cost savings; (iv) fully utilize its tools; (v) achieve desired yields, pricing, product mix, and market acceptance of its products and (vi) obtain necessary export licenses. Any forward-looking statements should be considered in light of these factors. Accordingly, there is no assurance that the Company's expectations will be realized. The Company does not assume responsibility for the accuracy and completeness of the forward-looking statements and does not assume an obligation to provide revisions to any forward-looking statements, except as otherwise required by securities and other applicable laws.

PHOTRONICS, INC.
AND SUBSIDIARIES

INDEX

PART I. FINANCIAL INFORMATION

Item 1. CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

PHOTRONICS, INC. AND SUBSIDIARIES
Condensed Consolidated Balance Sheets
(in thousands, except per share amounts)
(unaudited)

	August 2, 2015	November 2, 2014
ASSETS		
Current assets:		
Cash and cash equivalents	$ 191,562	$ 192,929
Accounts receivable, net of allowance of $3,375 in 2015 and $3,078 in 2014	104,701	94,515
Inventories	23,266	22,478
Other current assets	21,037	26,570
Total current assets	340,566	336,492
Property, plant and equipment, net	568,921	550,069
Investment in joint venture	93,040	93,122
Intangible assets, net	26,280	30,294
Deferred income taxes	11,801	11,036
Other assets	5,483	8,170
Total assets	$ 1,046,091	$ 1,029,183
LIABILITIES AND EQUITY		
Current liabilities:		
Current portion of long-term borrowings	$ 16,577	$ 10,381
Accounts payable	110,945	86,495
Accrued liabilities	34,014	42,241
Total current liabilities	161,536	139,117
Long-term borrowings	118,457	131,805
Other liabilities	20,051	18,767
Total liabilities	300,044	289,689
Commitments and contingencies		
Equity:		
Preferred stock, $0.01 par value, 2,000 shares authorized, none issued and outstanding	-	-
Common stock, $0.01 par value, 150,000 shares authorized, 66,507 shares issued and outstanding at August 2, 2015 and 65,930 shares issued and outstanding at November 2, 2014	665	659
Additional paid-in capital	524,924	520,182
Retained earnings	111,438	85,435
Accumulated other comprehensive income (loss)	(8,256)	21,774
Total Photronics, Inc. shareholders' equity	628,771	628,050
Noncontrolling interests	117,276	111,444
Total equity	746,047	739,494
Total liabilities and equity	$ 1,046,091	$ 1,029,183

See accompanying notes to condensed consolidated financial statements.

PHOTRONICS, INC. AND SUBSIDIARIES
Condensed Consolidated Statements of Income
(in thousands, except per share amounts)
(unaudited)

	Three Months Ended		Nine Months Ended	
	August 2, 2015	**August 3, 2014**	**August 2, 2015**	**August 3, 2014**
Net sales	$ 131,699	$ 124,852	$ 382,513	$ 331,276
Costs and expenses:				
Cost of sales	(94,456)	(96,202)	(283,991)	(257,554)
Selling, general and administrative	(12,430)	(12,394)	(36,795)	(38,092)
Research and development	(6,253)	(5,199)	(16,743)	(16,111)
Operating income	18,560	11,057	44,984	19,519
Other income (expense):				
Gain on acquisition	-	-	-	16,372
Interest expense	(1,209)	(1,809)	(3,812)	(5,610)
Interest and other income (expense), net	1,449	641	1,312	2,346
Income before income tax provision	18,800	9,889	42,484	32,627
Income tax provision	(3,390)	(2,545)	(7,775)	(7,291)
Net income	15,410	7,344	34,709	25,336
Net income attributable to noncontrolling interests	(3,304)	(3,158)	(8,706)	(3,617)
Net income attributable to Photronics, Inc. shareholders	$ 12,106	$ 4,186	$ 26,003	$ 21,719
Earnings per share:				
Basic	$ 0.18	$ 0.07	$ 0.39	$ 0.35
Diluted	$ 0.17	$ 0.07	$ 0.37	$ 0.34
Weighted-average number of common shares outstanding:				
Basic	66,454	61,436	66,250	61,336
Diluted	78,569	62,432	78,300	77,706

See accompanying notes to condensed consolidated financial statements.

PHOTRONICS, INC. AND SUBSIDIARIES
Condensed Consolidated Statements of Comprehensive Income (Loss)
(in thousands)
(unaudited)

	Three Months Ended		Nine Months Ended	
	August 2, 2015	August 3, 2014	August 2, 2015	August 3, 2014
Net income	$ 15,410	$ 7,344	$ 34,709	$ 25,336
Other comprehensive income (loss), net of tax of $0:				
Foreign currency translation adjustments	(25,326)	2,088	(32,894)	5,194
Amortization of cash flow hedge	32	32	96	96
Total other comprehensive income (loss)	(25,294)	2,120	(32,798)	5,290
Comprehensive income (loss)	(9,884)	9,464	1,911	30,626
Less: comprehensive income attributable to noncontrolling interests	1,105	3,703	5,939	4,116
Comprehensive income (loss) attributable to Photronics, Inc. shareholders	$ (10,989)	$ 5,761	$ (4,028)	$ 26,510

See accompanying notes to condensed consolidated financial statements.

PHOTRONICS, INC. AND SUBSIDIARIES
Condensed Consolidated Statements of Cash Flows
(in thousands)
(unaudited)

	Nine Months Ended	
	August 2, 2015	August 3, 2014
Cash flows from operating activities:		
Net income	$ 34,709	$ 25,336
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	61,465	58,412
Gain on acquisition	-	(16,372)
Changes in assets and liabilities:		
Accounts receivable	(13,744)	(1,479)
Inventories	(1,814)	(3,339)
Other current assets	1,496	1,657
Accounts payable, accrued liabilities and other	9,715	(2,377)
Net cash provided by operating activities	91,827	61,838
Cash flows from investing activities:		
Purchases of property, plant and equipment	(80,107)	(58,278)
Cash from acquisition	-	4,508
Other	(283)	(759)
Net cash used in investing activities	(80,390)	(54,529)
Cash flows from financing activities:		
Repayments of long-term borrowings	(7,152)	(27,432)
Payments of deferred financing fees	-	(336)
Proceeds from share-based arrangements	2,375	1,043
Other	(171)	(597)
Net cash used in financing activities	(4,948)	(27,322)
Effect of exchange rate changes on cash and cash equivalents	(7,856)	736
Net decrease in cash and cash equivalents	(1,367)	(19,277)
Cash and cash equivalents at beginning of period	192,929	215,615
Cash and cash equivalents at end of period	$ 191,562	$ 196,338
Supplemental disclosure of noncash information:		
Accrual for property, plant and equipment purchased during the period	$ 40,632	$ 30,795
Noncash net assets from acquisition	-	110,211

See accompanying notes to condensed consolidated financial statements.

PHOTRONICS, INC. AND SUBSIDIARIES
Notes to Condensed Consolidated Financial Statements
Three Months and Nine Months Ended August 2, 2015 and August 3, 2014
(unaudited)
(in thousands, except share amounts)

NOTE 1 - BASIS OF FINANCIAL STATEMENT PRESENTATION

Photronics, Inc. and its subsidiaries ("Photronics" or "the Company") is one of the world's leading manufacturers of photomasks, which are high precision photographic quartz plates containing microscopic images of electronic circuits. Photomasks are a key element in the manufacture of semiconductors and flat panel displays ("FPDs"), and are used as masters to transfer circuit patterns onto semiconductor wafers and flat panel substrates during the fabrication of integrated circuits ("ICs") and a variety of FPDs and, to a lesser extent, other types of electrical and optical components. The Company currently operates principally from nine manufacturing facilities, two of which are located in Europe, three in Taiwan, one in Korea, and three in the United States.

On April 4, 2014, DNP Photomask Technology Taiwan Co., Ltd. ("DPTT"), a wholly owned subsidiary of Dai Nippon Printing Co., Ltd. ("DNP"), merged into Photronics Semiconductor Mask Corporation ("PSMC"), a wholly owned subsidiary of Photronics. All of the assets and liabilities of DPTT existing prior to the merger were assumed by the renamed surviving entity of the merger, Photronics DNP Mask Corporation ("PDMC"). Photronics and DNP own 50.01 percent and 49.99 percent of PDMC, respectively.

The accompanying unaudited condensed consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America for interim financial information and with the instructions to Form 10-Q and Article 10 of Regulation S-X. Accordingly, they do not include all of the information and footnotes required by accounting principles generally accepted in the United States of America for annual financial statements. In the opinion of management, adjustments, all of which are of a normal recurring nature, considered necessary for a fair presentation have been included. The Company is typically impacted during its first fiscal quarter by the North American and European holiday periods, as some customers reduce their effective workdays and orders during these periods. Additionally, the Company can be impacted during its first or second quarter by the Asian New Year holiday period, which may also reduce customer orders. Operating results for the interim period are not necessarily indicative of the results that may be expected for the fiscal year ending November 1, 2015. For further information, refer to the consolidated financial statements and notes thereto included in the Company's Annual Report on Form 10-K for the year ended November 2, 2014.

NOTE 2 – ACQUISITION OF DNP PHOTOMASK TECHNOLOGY TAIWAN CO., LTD.

On April 4, 2014, DPTT merged into PSMC, the Company's IC manufacturing subsidiary located in Taiwan, to form PDMC. Throughout this report the merger of DPTT into PSMC is referred to as the "DPTT Acquisition." In connection with the DPTT Acquisition, the Company transferred consideration with a fair value of $98.3 million. The Company owns 50.01 percent of PDMC and includes its financial results in its consolidated financial statements, while DNP owns the remaining 49.99 percent of PDMC. The Company also has the ability to appoint the majority of the directors of PDMC, including the chairman of its board of directors, select its management responsible for implementing its policies and procedures, and establish its operating and capital decisions and policies. Photronics determined it has control of PDMC by virtue of its tie-breaking voting rights within PDMC's Board of Directors, thereby giving it the power to direct the activities of PDMC that most significantly impact its economic performance, including its decision making authority in the ordinary course of business. The DPTT Acquisition was the result of the Company's desire to combine the strengths in logic and memory photomask technologies of PSMC and DPTT in order to enhance its capability with customers in the region.

The DPTT Acquisition met the conditions of a business combination as defined by Accounting Standards Codification ("ASC") 805 and, as such, is accounted for under ASC 805 using the acquisition method of accounting. ASC 805 defines the three elements of a business as Input, Process and Output. As a result of the DPTT Acquisition, Photronics acquired the machinery and equipment utilized in the processes to manufacture product, the building that houses the entire operation and the processes needed to manufacture the product, all previously owned by DPTT. The former DPTT employees hired by Photronics in connection with the acquisition brought with them the skills, experience and know-how necessary to provide the operational processes that, when applied to the acquired assets, represent processes being applied to inputs to create outputs. Having met all three elements of a business as defined in ASC 805, the Company determined that the DPTT Acquisition should be accounted for as a business combination.

The following table summarizes the fair values of assets acquired and liabilities assumed of DPTT, the fair value of the noncontrolling interests and consideration for DPTT at the acquisition date.

Cash and cash equivalents	$ 4,508
Accounts receivable (gross amount of $28,560, of which $500 is estimated to be uncollectable)	28,060
Inventory	1,279
Deferred tax asset	9,787
Other current assets	11,517
Property, plant and equipment	95,431
Identifiable intangible assets	1,552
Other long-term assets	1,328
Accounts payable and accrued expenses	(32,410)
Deferred tax liability	(3,042)
Other long-term liabilities	(3,291)
Total net assets acquired	114,719
Noncontrolling interests retained by DNP	57,348
	57,371
Consideration – 49.99% of fair value of PSMC	40,999
Gain on acquisition	$ 16,372

In addition to recording the fair values of the net assets acquired, the Company also recorded a gain on acquisition of $16.4 million in the three month period ended May 4, 2014, in accordance with ASC 805 using the acquisition method of accounting. The gain on acquisition was primarily due to the difference between the market values of the acquired real estate and personal property exceeding the fair value of the consideration transferred. In addition, a deferred tax liability of $3.0 million was recorded in the opening balance sheet, which had the effect of reducing the gain on acquisition to $16.4 million. Prior to recording the gain, the Company reassessed whether it had correctly identified all of the assets acquired and all of the liabilities assumed. Additionally, the Company also reviewed the procedures used to measure the amounts of the identifiable assets acquired, liabilities assumed and consideration transferred.

The fair value of the first component of consideration represents 49.99 percent of the fair value of PSMC, and is based on recent prices paid by the Company to acquire outstanding shares of PSMC (prior to the acquisition). As a result of the merger, the Company acquired the net assets of DPTT having a fair value of $114.7 million, less noncontrolling interests of $57.3 million retained by DNP, and transferred consideration with a fair value of $41.0 million, resulting in a gain of $16.4 million. The fair value of the total consideration transferred as of the acquisition date was $98.3 million, comprised of the 49.99% noncontrolling interest in DPTT of $57.3 million, and 49.99% of the fair value of PSMC of $41.0 million (112.9 million shares, or 49.99% of the outstanding common stock of PSMC).

We estimated the $114.7 million fair value of DPTT as of the acquisition date by applying an income approach as our valuation technique. Our income approach followed a discounted cash flow method, which applied our best estimates of future cash flows and an estimated terminal value discounted to present value at a rate of return taking into account the relative risk of the cash flows. To confirm the reasonableness of the value derived from the income approach, we also analyzed the values of comparable companies which are publicly traded. The acquisition date fair value of the property, plant and equipment of DPTT was $95.4 million, which was determined by utilizing the cost and, to a lesser extent, the market approach, based on an in-use premise of value. Inputs utilized by the Company to determine fair values of DPTT's property, plant and equipment included a cost approach, which was adjusted for depreciation and condition for equipment, and adjusted for depreciation and local market conditions for real property. The noncontrolling interest of DPTT was calculated using the 49.99% of its total fair value of $114.7 million. The Company also used a market approach to corroborate the enterprise value of DPTT. This fair value measurement is based on significant inputs that are not observable in the market and thus represents a fair value measurement categorized within Level 3 of the fair value hierarchy. Key assumptions include local and current construction replacement cost multipliers, amounts of ancillary replacement costs, physical deterioration, and economic and functional obsolescence to adjust the current replacement costs by, as well as the estimated economic lives of the assets.

Identifiable intangible assets acquired were primarily customer relationships, which represent the fair value of relationships and agreements DPTT had in place at the date of the merger. The customer relationships had a fair value of $1.5 million at the acquisition date, determined by using the multi-period excess earnings method, and are amortized over a twelve year estimated useful life. The acquisition date fair value of the remainder of the identifiable assets acquired and liabilities assumed were equivalent to, or did not materially differ from, their carrying values

Acquisition costs related to the merger were $2.5 million for the nine month period ended August 3, 2014, and are included in selling, general and administrative expense in the condensed consolidated statements of income.

NOTE 3 - CHANGES IN EQUITY

The following tables set forth the Company's consolidated changes in equity for the three and nine month periods ended August 2, 2015 and August 3, 2014:

	Three Months Ended August 2, 2015						
	Photronics, Inc. Shareholders						
	Common Stock						
	Shares	Amount	Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Non-controlling Interests	Total Equity
Balance at May 3, 2015	66,298	$ 663	$ 522,873	$ 99,332	$ 14,838	$ 116,277	$ 753,983
Net income	-	-	-	12,106	-	3,304	15,410
Other comprehensive loss	-	-	-	-	(23,094)	(2,200)	(25,294)
Sale of common stock through employee stock option and purchase plans	194	2	1,076	-	-	-	1,078
Restricted stock awards vesting and expense	15	-	268	-	-	-	268
Share-based compensation expense	-	-	680	-	-	-	680
Purchase of common stock of subsidiary	-	-	27	-	-	(105)	(78)
Balance at August 2, 2015	66,507	$ 665	$ 524,924	$ 111,438	$ (8,256)	$ 117,276	$ 746,047

	Three Months Ended August 3, 2014						
	Photronics, Inc. Shareholders						
	Common Stock						
	Shares	Amount	Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Income	Non-controlling Interests	Total Equity
Balance at May 4, 2014	61,408	$ 614	$ 495,514	$ 76,972	$ 30,019	$ 106,620	$ 709,739
Net income	-	-	-	4,186	-	3,158	7,344
Other comprehensive income	-	-	-	-	1,575	545	2,120
Sale of common stock through employee stock option and purchase plans	17	-	75	-	-	-	75
Restricted stock awards vesting and expense	27	1	307	-	-	-	308
Share-based compensation expense	-	-	675	-	-	-	675
Balance at August 3, 2014	61,452	$ 615	$ 496,571	$ 81,158	$ 31,594	$ 110,323	$ 720,261

	Nine Months Ended August 2, 2015						
	Photronics, Inc. Shareholders						
	Common Stock		Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Non-controlling Interests	Total Equity
	Shares	Amount					
Balance at November 2, 2014	65,930	$ 659	$ 520,183	$ 85,435	$ 21,774	$ 111,443	$ 739,494
Net income	-	-	-	26,003	-	8,706	34,709
Other comprehensive income	-	-	-	-	(30,030)	(2,768)	(32,798)
Sale of common stock through employee stock option and purchase plans	433	4	1,932	-	-	-	1,936
Restricted stock awards vesting and expense	144	2	800	-	-	-	802
Share-based compensation expense	-	-	1,982	-	-	-	1,982
Purchase of common stock of subsidiary	-	-	27	-	-	(105)	(78)
Balance at August 2, 2015	66,507	$ 665	$ 524,924	$ 111,438	$ (8,256)	$ 117,276	$ 746,047

	Nine Months Ended August 3, 2014						
	Photronics, Inc. Shareholders						
	Common Stock		Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Income	Non-controlling Interests	Total Equity
	Shares	Amount					
Balance at November 3, 2013	61,083	$ 611	$ 498,861	$ 59,439	$ 26,403	$ 2,517	$ 587,831
Net income	-	-	-	21,719	-	3,617	25,336
Other comprehensive income	-	-	-	-	4,792	498	5,290
Sale of common stock through employee stock option and purchase plans	213	2	765	-	-	-	767
Restricted stock awards vesting and expense	156	2	1,005	-	-	-	1,007
Share-based compensation expense	-	-	2,122	-	-	-	2,122
Acquisition of DPTT	-	-	(6,291)	-	411	105,404	99,524
Redemption of common stock by subsidiary	-	-	109	-	(12)	(1,713)	(1,616)
Balance at August 3, 2014	61,452	$ 615	$ 496,571	$ 81,158	$ 31,594	$ 110,323	$ 720,261

NOTE 4 - PROPERTY, PLANT AND EQUIPMENT

Property, plant and equipment consists of the following:

	August 2, 2015	November 2, 2014
Land	$ 8,106	$ 8,598
Buildings and improvements	121,696	124,787
Machinery and equipment	1,460,316	1,367,691
Leasehold improvements	19,671	20,165
Furniture, fixtures and office equipment	12,677	12,086
Construction in progress	15,538	81,351
	1,638,004	1,614,678
Less accumulated depreciation and amortization	1,069,083	1,064,609
	$ 568,921	$ 550,069

Equipment under capital leases are included in above property, plant and equipment as follows:

	August 2, 2015	November 2, 2014
Machinery and equipment	$ 56,245	$ 56,245
Less accumulated amortization	14,648	10,430
	$ 41,597	$ 45,815

Depreciation and amortization expense for property, plant and equipment was $19.4 million and $56.4 million for the three and nine month periods ended August 2, 2015, respectively, and $19.8 million and $52.9 million for the three and nine month periods ended August 3, 2014, respectively.

NOTE 5 - JOINT VENTURE, TECHNOLOGY LICENSE AND OTHER AGREEMENTS WITH MICRON TECHNOLOGY, INC.

In May 2006, Photronics and Micron Technology, Inc. ("Micron") entered into the MP Mask joint venture (“MP Mask”), which develops and produces photomasks for leading-edge and advanced next generation semiconductors. At the time of the formation of the joint venture, the Company also entered into both an agreement to license photomask technology developed by Micron and certain supply agreements.

This joint venture is a variable interest entity ("VIE") (as that term is defined in the ASC) because all costs of the joint venture are passed on to the Company and Micron through purchase agreements they have entered into with the joint venture, and it is dependent upon the Company and Micron for any additional cash requirements. On a quarterly basis the Company reassesses whether its interest in MP Mask gives it a controlling financial interest in this VIE. The purpose of this quarterly reassessment is to identify the primary beneficiary (which is defined in the ASC as the entity that consolidates a VIE) of the VIE. As a result of the reassessment in the current quarter, the Company determined that Micron is still the primary beneficiary of the VIE, by virtue of its tie-breaking voting rights within MP Mask’s Board of Managers, thereby giving it the power to direct the activities of MP Mask that most significantly impact its economic performance, including its decision making authority in the ordinary course of business and its purchasing the majority of products produced by the VIE.

The Company has utilized MP Mask for both high-end IC photomask production and research and development purposes. MP Mask charges its variable interest holders based on their actual usage of its facility. MP Mask separately charges for any research and development activities it engages in at the requests of its owners. The Company recorded cost of sales of $1.5 million and $4.9 million and research and development expenses of $0.2 million and $0.7 million during the three and nine month periods ended August 2, 2015. Cost of sales of $1.1 million and $3.0 million and research and development expenses of $0.2 million and $0.7 million were recorded during the three and nine month periods ended August 3, 2014. As of August 2, 2015 and November 2, 2014, the Company owed MP Mask $4.5 million and $4.2 million, respectively, and had a receivable from Micron of $10.1 million and $6.8 million, respectively, both primarily related to the aforementioned supply agreements.

MP Mask is governed by a Board of Managers, appointed by Micron and the Company. Since MP Mask's inception, Micron, as a result of its majority ownership, has held majority voting power on the Board of Managers. The voting power held by each party is subject to change as ownership interests change. Under the MP Mask joint venture operating agreement, the Company may be required to make additional capital contributions to MP Mask up to the maximum amount defined in the operating agreement. However, should the Board of Managers determine that further additional funding is required, MP Mask shall pursue its own financing. If MP Mask is unable to obtain its own financing, it may request additional capital contributions from the Company. Should the Company choose not to make a requested contribution to MP Mask, its ownership percentage may be reduced.

The Company's investment in the VIE, which represents its maximum exposure to loss, was $93.0 million at August 2, 2015 and $93.1 million at November 2, 2014. These amounts are reported in the Company's condensed consolidated balance sheets as "Investment in joint venture." The Company did not realize a gain or a loss from its investment in the VIE in the three month period ended August 2, 2015, and realized a loss of $0.1 million from its investment in the VIE in the nine month period ended August 2, 2015. The Company recorded income of $0.1 million from its investment in the VIE in the three and nine month periods ended August 3, 2014.

On March 24, 2015, the Company announced that the MP Mask joint venture would not be renewed after May 5, 2016. The MP Mask operating agreement provides that Micron will make a payment to the Company to purchase the Company’s equity interest in MP Mask based on the Company’s ownership percentage of the net book value of MP Mask at that time, which, as of March 5, 2015, was approximately $93 million. The Company does not expect that it will incur a significant gain or loss on this transaction. Concurrently, the Company announced that it entered into supply and technology license agreements with Micron. This supply agreement, which commences on May 6, 2016, with a one-year term subject to mutually agreeable renewals, provides that the Company will be the majority outsource supplier of Micron’s photomasks and related services. This technology license agreement commenced in March 2015 and continues through the earlier of one year from the termination of the initial technology license agreement on May 5, 2016, or when Micron certifies that it has transferred certain defined technology to the Company. The Company forevermore has the rights to use the technology obtained under these technology license agreements.

NOTE 6 - LONG-TERM BORROWINGS

Long-term borrowings consist of the following:

	August 2, 2015	November 2, 2014
3.25% convertible senior notes due in April 2016	$ 57,500	$ 115,000
3.25% convertible senior notes due in April 2019	57,500	-
2.77% capital lease obligation payable through July 2018	16,643	20,481
3.09% capital lease obligation payable through March 2016	3,391	6,705
	135,034	142,186
Less current portion	16,577	10,381
	$ 118,457	$ 131,805

The Company’s credit facility, which expires in December 2018, has a $50 million limit with an expansion capacity to $75 million, and is secured by substantially all of the Company’s assets located in the United States and common stock the Company owns in certain of its foreign subsidiaries. The credit facility is subject to a minimum interest coverage ratio, total leverage ratio and minimum unrestricted cash balance financial covenants, all of which the Company was in compliance with at August 2, 2015. The Company had no outstanding borrowings against the credit facility at August 2, 2015, and $50 million was available for borrowing. The interest rate on the credit facility (1.69% at August 2, 2015) is based on the Company’s total leverage ratio at LIBOR plus a spread, as defined in the credit facility.

In January 2015 the Company privately exchanged $57.5 million in aggregate principal amount of its 3.25% convertible senior notes with a maturity date of April 1, 2016, for new 3.25% convertible senior notes with an aggregate principal amount of $57.5 million with a maturity date of April 1, 2019. The conversion rate of the new notes is the same as that of the exchanged notes, which were issued in March 2011 with a conversion rate of approximately 96 shares of common stock per $1,000 note principal, equivalent to a conversion price of $10.37 per share of common stock, and is subject to adjustment upon the occurrence of certain events, which are described in the indenture dated January 22, 2015. Note holders may convert each $1,000 principal amount of notes at any time prior to the close of business on the second scheduled trading day immediately preceding April 1, 2019, and the Company is not required to redeem the notes prior to their maturity date. Interest on the notes accrues in arrears, and is paid semiannually through the notes' maturity date. The Company intends to repay $50 million of its outstanding 3.25% convertible senior notes due in April 2016 with borrowings against its credit facility and, therefore, has classified $50 million of these notes that were outstanding as of August 2, 2015, as long term.

In August 2013 a $26.4 million principal amount, five year capital lease commenced to fund the purchase of a high-end lithography tool. Payments under the capital lease, which bears interest at 2.77%, are $0.5 million per month through July 2018. Under the terms of the lease agreement, the Company must maintain the equipment in good working order, and is subject to a cross default with cross acceleration provision related to certain nonfinancial covenants incorporated in its credit facility. As of August 2, 2015, the total amount payable through the end of the lease term was $17.4 million, of which $16.6 million represented principal and $0.8 million represented interest.

In April 2011 the Company entered into a five year, $21.2 million capital lease for manufacturing equipment. Payments under the lease, which bears interest at 3.09%, are $0.4 million per month through March 2016. The lease agreement provides that the Company must maintain the equipment in good working order, and includes a cross default with cross acceleration provision related to certain non-financial covenants incorporated in the Company's credit facility agreement. As of August 2, 2015, the total amount payable through the end of the lease term, substantially all of which represented principal, was $3.4 million.

NOTE 7 - SHARE-BASED COMPENSATION

The Company has a share-based compensation plan ("Plan"), under which options, restricted stock, restricted stock units, stock appreciation rights, performance stock, performance units, and other awards based on, or related to, shares of the Company's common stock may be granted from shares authorized but unissued or shares previously issued and reacquired by the Company. The maximum number of shares of common stock approved by the Company's shareholders to be issued under the Plan was increased from six million shares to nine million shares during fiscal year 2014. Awards may be granted to officers, employees, directors, consultants, advisors, and independent contractors of the Company or its subsidiaries. In the event of a change in control (as defined in the Plan), the vesting of awards may be accelerated. The Plan, aspects of which are more fully described below, prohibits further awards from being issued under prior plans. Total share-based compensation costs for the three and nine month periods ended August 2, 2015, were $0.9 million and $2.8 million, respectively, and $1.0 million and $3.1 million for the three and nine month periods ended August 3, 2014, respectively. The Company received cash from option exercises of $1.1 million and $2.1 million for the three and nine month periods ended August 2, 2015, respectively, and $0.1 million and $0.8 million for the three and nine month periods ended August 3, 2014, respectively. No share-based compensation cost was capitalized as part of an asset and no related income tax benefits were recorded during the periods presented.

Stock Options

Option awards generally vest in one to four years, and have a ten-year contractual term. All incentive and non-qualified stock option grants have an exercise price equal to the market value of the underlying common stock on the date of grant. The grant date fair values of options are based on closing prices of the Company's common stock on the dates of grant using the Black-Scholes option pricing model. Expected volatility is based on the historical volatility of the Company's stock. The Company uses historical option exercise behavior and employee termination data to estimate expected term, which represents the period of time that the options granted are expected to remain outstanding. The risk-free rate of return for the estimated term of the option is based on the U.S. Treasury yield curve in effect at the date of grant.

The weighted-average inputs and risk-free rate of return ranges used to calculate the grant date fair value of options issued during the three and nine month periods ended August 2, 2015 and August 3, 2014, are presented in the following table.

	Three Months Ended		Nine Months Ended	
	August 2, 2015	August 3, 2014	August 2, 2015	August 3, 2014
Expected volatility	42.9%	58.1%	53.9%	61.0%
Risk free rate of return	1.4% – 1.6%	1.4%	1.3% - 1.6%	1.4%
Dividend yield	N/A	N/A	N/A	N/A
Expected term	4.7 years	4.6 years	4.7 years	4.6 years

Information on outstanding and exercisable option awards as of August 2, 2015, is presented below.

Options	Shares	Weighted Average Exercise Price	Weighted Average Remaining Contractual Life	Aggregate Intrinsic Value
Outstanding at August 2, 2015	3,873,693	$ 7.29	6.3 years	$ 7,075
Exercisable at August 2, 2015	2,323,643	$ 6.92	4.8 years	$ 6,110

There were 63,000 share options granted during the three month period ended August 2, 2015, with a weighted-average grant date fair value of $3.46 per share, and there were 20,000 share options granted during the three month period ended August 3, 2014, with a weighted-average grant date fair value of $4.24 per share. There were 667,800 share options granted during the nine month period ended August 2, 2015, with a weighted-average grant date fair value of $3.82 per share and 632,500 share options granted during the nine month period ended August 3, 2014, with a weighted-average grant date fair value of $4.44 per share. As of August 2, 2015, the total unrecognized compensation cost related to unvested option awards was approximately $4.5 million. That cost is expected to be recognized over a weighted-average amortization period of 2.5 years.

Restricted Stock

The Company periodically grants restricted stock awards. The restrictions on these awards typically lapse over a service period of less-than-one year to four years. 10,000 restricted stock awards were granted during the three month period ended August 2, 2015, with a weighted-average grant date fair value of $8.84 per share and 121,334 restricted stock awards were issued during the nine month period ended August 2, 2015, with a weighted-average grant date fair value of $8.28 per share. No restricted stock awards were granted during the three month period ended August 3, 2014, and 111,667 restricted stock awards were issued during the nine month period ended August 3, 2014, with a weighted-average grant date fair value of $8.86 per share. As of August 2, 2015, the total compensation cost not yet recognized related to unvested restricted stock awards was approximately $1.1 million. That cost is expected to be recognized over a weighted-average amortization period of 2.1 years. As of August 2, 2015, there were 212,776 shares of restricted stock outstanding.

NOTE 8 - INCOME TAXES

The effective tax rate differs from the U.S. statutory rate of 35% in the three and nine month periods ended August 2, 2015 and August 3, 2014, primarily due to earnings being taxed at lower statutory rates in foreign jurisdictions, the partial reversal of a deferred tax asset valuation allowance, and various investment credits in foreign jurisdictions. Valuation allowances in jurisdictions with historic losses eliminate the effective rate impact of these jurisdictions.

During the three month period ended May 3, 2015, the Company determined that deferred tax assets of $1.5 million, whose realization was previously not considered to be more likely than not, are realizable. Therefore, their related valuation allowances were reduced and the deferred tax assets were recognized. In the three month period ended August 2, 2015, $0.2 million of additional deferred tax assets were recognized.

Unrecognized tax benefits related to uncertain tax positions were $5.6 million at August 2, 2015, and $5.1 million at November 2, 2014, of which $5.5 million and $5.0 million, respectively, would, if recognized, favorably impact the Company's effective tax rate. Accrued interest and penalties related to unrecognized tax benefits was $0.2 million at August 2, 2015, $0.1 million of which was recognized during the nine month period ended August 2, 2015. As of August 2, 2015, the total amount of unrecognized tax benefits is not expected to significantly increase or decrease in the next twelve months.

Due to changes in the operational structure of a foreign subsidiary and a related redemption of the subsidiary's investment in shares of an affiliate, the Company has determined that, as of August 2, 2015, the historic and future accumulated earnings of that subsidiary were not required for future reinvestment. Accordingly, earnings of $127.2 million that were considered to be indefinitely reinvested at November 2, 2014, were reduced by $16.4 million, against which a $5.7 million deferred tax liability that is offset by fully valued loss carryforwards has been established.

PKLT, the Company's FPD manufacturing facility in Taiwan, has been accorded a tax holiday that started in 2012 and expires in 2017. The PKLT tax holiday had no dollar or per share effect on the financial results of the three or nine month periods ended August 2, 2015 and August 3, 2014. PDMC, as a result of the DPTT Acquisition, acquired an IC manufacturing facility in Taiwan that has been accorded a tax holiday that commenced in 2015 and expires in 2019. The Company realized $0.1 million and $0.2 million in tax benefits from the PDMC tax holiday for the three and nine month periods ended August 2, 2015, respectively, and no dollar benefit for the three and nine month periods ended August 3, 2014. The tax holiday had no per share effect on the financial results for the three or nine month periods ended August 2, 2015 and August 3, 2014.

NOTE 9 - EARNINGS PER SHARE

The calculation of basic and diluted earnings per share is presented below.

	Three Months Ended		Nine Months Ended	
	August 2, 2015	August 3, 2014	August 2, 2015	August 3, 2014
Net income attributable to Photronics, Inc. shareholders	$ 12,106	$ 4,186	$ 26,003	$ 21,719
Effect of dilutive securities:				
Interest expense on convertible notes, net of related tax effects	1,071	-	3,292	4,626
Earnings for diluted earnings per share	$ 13,177	$ 4,186	$ 29,295	$ 26,345
Weighted-average common shares computations:				
Weighted-average common shares used for basic earnings per share	66,454	61,436	66,250	61,336
Effect of dilutive securities:				
Convertible notes	11,085	-	11,085	15,423
Share-based payment awards	1,030	996	965	947
Potentially dilutive common shares	12,115	996	12,050	16,370
Weighted-average common shares used for diluted earnings per share	78,569	62,432	78,300	77,706
Basic earnings per share	$ 0.18	$ 0.07	$ 0.39	$ 0.35
Diluted earnings per share	$ 0.17	$ 0.07	$ 0.37	$ 0.34

The table below shows the outstanding weighted-average share-based payment awards that were excluded from the calculation of diluted earnings per share because their exercise price exceeded the average market value of the common shares for the period, and convertible notes that, if converted, would have been antidilutive.

	Three Months Ended		Nine Months Ended	
	August 2, 2015	August 3, 2014	August 2, 2015	August 3, 2014
Share-based payment awards	1,667	1,869	1,636	2,044
Convertible notes	-	15,423	-	-
Total potentially dilutive shares excluded	1,667	17,292	1,636	2,044

NOTE 10 - CHANGES IN ACCUMULATED OTHER COMPREHENSIVE INCOME BY COMPONENT

The following tables set forth the changes in the Company's accumulated other comprehensive income by component (net of tax of $0) for the three and nine month periods ended August 2, 2015 and August 3, 2014:

	Three Months Ended August 2, 2015			
	Foreign Currency Translation Adjustments	Amortization of Cash Flow Hedge	Other	Total
Balance at May 3, 2015	$ 15,648	$ (370)	$ (440)	$ 14,838
Other comprehensive income (loss) before reclassifications	(25,342)	-	16	(25,326)
Amounts reclassified from other comprehensive income	-	32	-	32
Net current period other comprehensive income (loss)	(25,342)	32	16	(25,294)
Less: other comprehensive income (loss) attributable to noncontrolling interests	(2,208)	-	8	(2,200)
Balance at August 2, 2015	$ (7,486)	$ (338)	$ (432)	$ (8,256)

	Three Months Ended August 3, 2014			
	Foreign Currency Translation Adjustments	Amortization of Cash Flow Hedge	Other	Total
Balance at May 4, 2014	$ 30,928	$ (498)	$ (411)	$ 30,019
Other comprehensive income before reclassifications	2,088	-	-	2,088
Amounts reclassified from other comprehensive income	-	32	-	32
Net current period other comprehensive income	2,088	32	-	2,120
Less: other comprehensive income attributable to noncontrolling interests	541	-	4	545
Balance at August 3, 2014	$ 32,475	$ (466)	$ (415)	$ 31,594

	Nine Months Ended August 2, 2015			
	Foreign Currency Translation Adjustments	Amortization of Cash Flow Hedge	Other	Total
Balance at November 2, 2014	$ 22,651	$ (434)	$ (443)	$ 21,774
Other comprehensive income (loss) before reclassifications	(32,915)	-	21	(32,894)
Amounts reclassified from other comprehensive income	-	96	-	96
Net current period other comprehensive income (loss)	(32,915)	96	21	(32,798)
Less: other comprehensive income (loss) attributable to noncontrolling interests	(2,778)	-	10	(2,768)
Balance at August 2, 2015	$ (7,486)	$ (338)	$ (432)	$ (8,256)

	Nine Months Ended August 3, 2014			
	Foreign Currency Translation Adjustments	Amortization of Cash Flow Hedge	Other	Total
Balance at November 3, 2013	$ 27,797	$ (562)	$ (832)	$ 26,403
Other comprehensive income before reclassifications	5,176	-	18	5,194
Amounts reclassified from other comprehensive income	-	96	-	96
Net current period other comprehensive income	5,176	96	18	5,290
Less: other comprehensive income attributable to noncontrolling interests	498	-	-	498
Other comprehensive income allocated to noncontrolling interests	-	-	411	411
Redemption of common stock by subsidiary	-	-	(12)	(12)
Balance at August 3, 2014	$ 32,475	$ (466)	$ (415)	$ 31,594

The amortization of the cash flow hedge is included in cost of sales in the condensed consolidated statements of income for all periods presented.

NOTE 11 - FAIR VALUE MEASUREMENTS

The accounting framework for determining fair value includes a hierarchy for ranking the quality and reliability of the information used to measure fair value, which enables the reader of the financial statements to assess the inputs used to develop those measurements. The fair value hierarchy consists of three tiers as follows: Level 1, defined as quoted market prices in active markets for identical securities; Level 2, defined as inputs other than Level 1 that are observable, either directly or indirectly; and Level 3, defined as unobservable inputs that are not corroborated by market data.

The Company did not have any assets or liabilities measured at fair value on a recurring or nonrecurring basis at August 2, 2015 or November 2, 2014.

Fair Value of Other Financial Instruments

The fair values of the Company's cash and cash equivalents (Level 1 measurements), accounts receivable, accounts payable, and certain other current assets and current liabilities (Level 2 measurements) approximate their carrying value due to their short-term maturities. The fair value of the Company's convertible senior notes is a Level 2 measurement that is determined using recent bid prices.

The table below presents the fair and carrying values of the Company's convertible senior notes at August 2, 2015 and November 2, 2014.

	August 2, 2015		November 2, 2014	
	Fair Value	**Carrying Value**	**Fair Value**	**Carrying Value**
3.25% convertible senior notes due 2016	$ 59,329	$ 57,500	$ 122,544	$ 115,000
3.25% convertible senior notes due 2019	$ 60,835	$ 57,500	$ -	$ -

NOTE 12 - SUBSIDIARY SHARE REPURCHASE

In June 2015 the Company increased its ownership interest in PKL, a subsidiary of the Company based in Korea, to 99.77% from 99.75%, by purchasing 15,000 shares of its common stock from noncontrolling interests at a cost of $0.1 million.

In January 2014 the Company increased its ownership percentage in PSMC, a subsidiary of the Company based in Taiwan, to 100% at a cost of $1.7 million for the then remaining 3.0 million shares that were not owned by the Company. In April 2014 DPTT merged into PSMC to form PDMC. See Note 2 for further discussion relating to this transaction.

The table below presents the effect of the change in the Company's ownership interest in its subsidiaries on the Company's equity for the three and nine month periods ended August 2, 2015 (15 thousand shares of common stock acquired), and the nine month period ended August 3, 2014, (3.0 million shares of common stock acquired and 112.9 million shares of common stock issued). The Company's ownership interest in its subsidiaries did not change during the three month period ended August 3, 2014.

	Three Months Ended		Nine Months Ended	
	August 2, 2015	**August 3, 2014**	**August 2, 2015**	**August 3, 2014**
Net income attributable to Photronics, Inc. shareholders	$ 12,106	$ 4,186	$ 26,003	$ 21,719
Increase (decrease) in Photronics, Inc.'s additional paid-in capital	27	-	27	(6,182)
Increase in Photronics, Inc. shareholders' accumulated other comprehensive income	-	-	-	399
Change from net income attributable to Photronics, Inc. shareholders and transfer from noncontrolling interest	$ 12,133	$ 4,186	$ 26,030	$ 15,936

NOTE 13 - COMMITMENTS AND CONTINGENCIES

As of August 2, 2015, the Company had commitments outstanding for capital expenditures of approximately $3 million.

The Company is subject to various claims that arise in the ordinary course of business. The Company believes such claims, individually or in the aggregate, will not have a material effect on its condensed consolidated financial statements.

NOTE 14 - RECENT ACCOUNTING PRONOUNCEMENTS

In April 2015 the FASB issued ASU 2015-03 – “Simplifying the Presentation of Debt Issuance Costs.” This update requires debt issuance costs related to a recognized debt liability to be presented in the balance sheet as a direct deduction from that debt liability, consistent with the presentation of a debt discount. This ASU will be effective for the Company in its first quarter of fiscal 2017. Upon adoption, all prior periods presented should be restated to reflect the amendments in this update. Early adoption is permitted. The Company is currently evaluating the effect of this ASU on its consolidated financial statements.

In May 2014 the FASB issued ASU 2014-09 – “Revenue from Contracts with Customers,” which will supersede nearly all existing revenue recognition guidance under U.S. GAAP. The core principle of this ASU is that revenue should be recognized for the amount of consideration expected to be received for promised goods or services transferred to customers. This ASU also requires additional disclosure about the nature, amount, timing and uncertainty of revenue and cash flows arising from customer contracts, including significant judgments, and assets recognized for costs incurred to obtain or fulfill a contract. ASU 2014-09 allows for either full retrospective or modified retrospective adoption. In August 2015 the FASB issued ASU 2015-14 “Deferral of the Effective date,” which defers the required adoption date of ASU 2014-09 by one year. As a result of the deferred effective date, ASU 2014-09 will be effective for the Company in its first quarter of fiscal 2019. Early adoption is permitted but not before the Company’s original effective date of its first quarter of fiscal 2018. The Company is evaluating the transition method that will be elected and the potential effects of the adoption of this ASU on its financial statements.

Item 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Overview

Management's discussion and analysis ("MD&A") of the Company's financial condition, results of operations and outlook should be read in conjunction with its condensed consolidated financial statements and related notes. Various segments of this MD&A contain forward-looking statements, all of which are presented based on current expectations and may be adversely affected by uncertainties and risk factors (presented throughout this filing and in the Company's Annual Report on Form 10-K for the fiscal 2014 year), that may cause actual results to materially differ from these expectations. On April 4, 2014, DNP Photomask Technology Taiwan Co., Ltd. (“DPTT”), a wholly owned subsidiary of Dai Nippon Printing Co., Ltd. (“DNP”), merged into Photronics Semiconductor Mask Corporation (“PSMC”), a wholly owned subsidiary of Photronics. All of the assets and liabilities of DPTT existing prior to the merger were assumed by the renamed surviving entity of the merger, Photronics DNP Mask Corporation (“PDMC”). Photronics and DNP own 50.01 percent and 49.99 percent of PDMC, respectively, and the results of DPTT are included in the condensed consolidated financial statements since the date of the acquisition. Throughout this report the merger of DPTT into PSMC is referred to as the “DPTT Acquisition.”

The Company sells substantially all of its photomasks to semiconductor designers and manufacturers, and manufacturers of FPDs. Photomask technology is also being applied to the fabrication of other higher performance electronic products such as photonics, micro-electronic mechanical systems and certain nanotechnology applications. Thus, the Company's selling cycle is tightly interwoven with the development and release of new semiconductor designs and flat panel applications, particularly as it relates to the semiconductor industry's migration to more advanced design methodologies and fabrication processes. The Company believes that the demand for photomasks primarily depends on design activity rather than sales volumes from products produced using photomask technologies. Consequently, an increase in semiconductor or FPD sales does not necessarily result in a corresponding increase in photomask sales. However, the reduced use of customized ICs, reductions in design complexity, other changes in the technology or methods of manufacturing or designing semiconductors, or a slowdown in the introduction of new semiconductor or FPD designs could reduce demand for photomasks even if demand for semiconductors and FPDs increases. Advances in semiconductor, FPD and photomask design and semiconductor production methods could also reduce the demand for photomasks. Historically, the semiconductor industry has been volatile, with sharp periodic downturns and slowdowns. These downturns have been characterized by, among other things, diminished product demand, excess production capacity and accelerated erosion of selling prices.

The global semiconductor industry, including mobile displays, is driven by end markets which have been closely tied to consumer driven applications of high performance semiconductor devices including, but not limited to, mobile communications and computing solutions. The Company is typically required to fulfill its customer orders within a short period of time, sometimes within 24 hours. This results in the Company having a minimal level of backlog orders, typically one to two weeks for IC photomasks and two to three weeks for FPD photomasks. The Company cannot predict the timing of the industry's transition to volume production of next generation technology nodes or the timing of up and down cycles with precise accuracy, but believes that such transitions and cycles will continue into the future, beneficially and adversely affecting its business, financial condition and operating results in the near term. The Company believes its ability to remain successful in these environments is dependent upon achieving its goals of being a service and technology leader and efficient solutions supplier, which it believes should enable it to continually reinvest in its global infrastructure.

Material Changes in Results of Operations
Three and Nine Months ended August 2, 2015 and August 3, 2014

The following table represents selected operating information expressed as a percentage of net sales.

	Three Months Ended		Nine Months Ended	
	August 2, 2015	August 3, 2014	August 2, 2015	August 3, 2014
Net sales	100.0%	100.0%	100.0%	100.0%
Cost of sales	(71.7)	(77.1)	(74.2)	(77.7)
Gross margin	28.3	22.9	25.8	22.3
Selling, general and administrative expenses	(9.4)	(9.9)	(9.6)	(11.5)
Research and development expenses	(4.8)	(4.1)	(4.4)	(4.9)
Operating income	14.1	8.9	11.8	5.9
Gain on acquisition	-	-	-	4.9
Other income (expense), net	0.2	(1.0)	(0.7)	(1.0)
Income before income tax provision	14.3	7.9	11.1	9.8
Income tax provision	(2.6)	(2.0)	(2.0)	(2.2)
Net income	11.7	5.9	9.1	7.6
Net income attributable to noncontrolling interests	(2.5)	(2.5)	(2.3)	(1.0)
Net income attributable to Photronics, Inc. shareholders	9.2%	3.4%	6.8%	6.6%

Note: All of the following tabular comparisons, unless otherwise indicated, are for the three months ended August 2, 2015 (Q3-15) and August 3, 2014 (Q3-14) and for the nine months ended August 2, 2015 (YTD-15) and August 3, 2014 (YTD-14), in millions of dollars.

Net Sales

	Three Months Ended			Nine Months Ended		
	Q3-15	Q3-14	Percent Change	YTD-15	YTD-14	Percent Change
IC	$ 104.0	$ 100.6	3.4%	$ 309.3	$ 253.4	22.1%
FPD	27.7	24.3	14.1%	73.2	77.9	(6.1)%
Total net sales	$ 131.7	$ 124.9	5.5%	$ 382.5	$ 331.3	15.5%

Net sales for Q3-15 increased 5.5% to $131.7 million as compared to $124.9 million for Q3-14. The increase was primarily a result of increased high-end sales of both IC and FPD photomasks. Revenues attributable to high-end products increased by $5.4 million to $57.0 million in Q3-15 as compared to $51.6 million in Q3-14. High-end photomask applications include mask sets for 45 nanometer and below for IC products, and G8 and above and active matrix organic light-emitting diode (AMOLED) display screen technologies for FPD products. By geographic area, net sales in Q3-15, as compared to Q3-14, increased (decreased) by $(1.8) million or (3.5)% to $50.5 million in Taiwan, $4.4 million or 13.1% to $37.6 million in Korea, $5.4 million or 19.1% to $33.8 million in the United States, and $(0.8) million or (8.4)% to $9.1 million in Europe.

Net sales for YTD-15 increased to $382.5 million as compared to $331.3 million for YTD-14 principally associated with the acquisition of DPTT in Taiwan as discussed in Note 2 to the condensed consolidated financial statements, and to a lesser extent, increased sales in the United States. Revenues attributable to high-end products increased by $43.8 million to $165.4 million in YTD-15 as compared to $121.6 million in YTD-14, primarily due to increased high-end IC sales in Taiwan, which was partially offset by lower high-end FPD sales.

The Company's quarterly revenues can be affected by the seasonal purchasing of its customers. Demand for the Company's products is typically negatively impacted during the first six months of its fiscal year by the North American, European and Asian holiday periods, as some customers reduce their effective workdays and orders during this period.

Gross Margin

	Three Months Ended			Nine Months Ended		
	Q3-15	Q3-14	Percent Change	YTD-15	YTD-14	Percent Change
Gross margin	$ 37.2	$ 28.7	30.0%	$ 98.5	$ 73.7	33.6%
Percentage of net sales	28.3%	22.9%		25.8%	22.3%	

Gross margin percentage increased to 28.3% in Q3-15 from 22.9% in Q3-14 primarily due to increased sales and improved manufacturing efficiencies. The gross margin percentage increased to 25.8% in YTD-15 from 22.3% in YTD-14 primarily due to increased sales. The Company operates in a high fixed cost environment and, to the extent that the Company's revenues and utilization increase or decrease, gross margin will generally be positively or negatively impacted.

Selling, General and Administrative Expenses

	Three Months Ended			Nine Months Ended		
	Q3-15	Q3-14	Percent Change	YTD-15	YTD-14	Percent Change
Selling, general and administrative expenses	$ 12.4	$ 12.4	-%	$ 36.8	$ 38.1	(3.4)%
Percentage of net sales	9.4%	9.9%		9.6%	11.5%	

Selling, general and administrative expenses were $12.4 million in Q3-15 and Q3-14, and were $36.8 million in YTD-15 and $38.1 million in YTD-14. The year-to-date decrease was primarily the result of expenses related to the acquisition of DPTT of $2.5 million in YTD-14 as discussed in Note 2 to the condensed consolidated financial statements.

Research and Development

	Three Months Ended			Nine Months Ended		
	Q3-15	Q3-14	Percent Change	YTD-15	YTD-14	Percent Change
Research and development	$ 6.3	$ 5.2	20.3%	$ 16.7	$ 16.1	3.9%
Percentage of net sales	4.8%	4.1%		4.4%	4.9%	

Research and development expenses consist primarily of global development efforts related to high-end process technologies for advanced sub-wavelength reticle solutions for IC technologies. Research and development expenses increased by $1.1 million to $6.3 million in Q3-15, as compared to $5.2 million in Q3-14, and by $0.6 million to $16.7 million in YTD-15, as compared to $16.1 million in YTD-14. The increased research and development expenses in Q3-15 and YTD-15 as compared to the same periods in the prior year were primarily due to increased activities at advanced nanometer technology nodes for IC photomasks.

Other Income (Expense), net

	Three Months Ended		Nine Months Ended	
	Q3-15	Q3-14	YTD-15	YTD-14
Gain on acquisition	$ -	$ -	$ -	$ 16.4
Interest expense	(1.2)	(1.8)	(3.8)	(5.6)
Interest and other income (expense), net	1.4	0.6	1.3	2.3
Other income (expense), net	$ 0.2	$ (1.2)	$ (2.5)	$ 13.1

In April 2014 DNP Photomask Technology Taiwan Co., Ltd., a wholly owned subsidiary of Dai Nippon Printing Co., Ltd. (DNP), merged into PSMC and operates under the name of Photronics DNP Mask Corporation (PDMC). The acquisition resulted in the Company recording a gain of $16.4 million in the second quarter of fiscal 2014. See Note 2 of the condensed consolidated financial statements for more information.

Interest expense decreased by $0.6 million in Q3-15, as compared to Q3-14, and by $1.8 million in YTD-15, as compared to YTD-14, primarily as a result of reduced outstanding borrowing balances.

Interest and other income (expense), net, increased in Q3-15 as compared to Q3-14 by $0.8 million primarily as a result of increased foreign currency gains offset in part by reduced interest income. Interest and other income, net, decreased by $1.0 million in YTD-15, as compared to YTD-14, primarily as a result of financing expenses related to the Company's exchange of convertible debt in Q1-15 and reduced interest income, which were offset in part by increased foreign currency gains.

Income Tax Provision

	Three Months Ended		Nine Months Ended	
	Q3-15	Q3-14	YTD-15	YTD-14
Income tax provision	$ 3.4	$ 2.5	$ 7.8	$ 7.3
Effective income tax rate	18.0%	25.7%	18.3%	22.3%

The Company's effective income tax rate is sensitive to its jurisdictional mix of earnings, due in part to the non-recognition of tax benefits on losses in jurisdictions in which the Company has established valuation allowances for such benefits.

The effective income tax rate decrease in Q3-15, as compared with Q3-14, was primarily attributable to a greater percentage of income before income taxes being earned in jurisdictions where the Company maintains valuation allowances and, therefore, does not recognize a tax expense or benefit. The effective income tax rate decrease in YTD-15, as compared with YTD-14, was primarily attributable to a reduction in fiscal year 2015 of a deferred tax asset valuation allowance and a greater percentage of income before income taxes being earned in jurisdictions where the Company maintains valuation allowances, while in fiscal year 2014 a non-taxable gain related to the DPTT Acquisition was offset by a lower percentage of income before income taxes being earned in jurisdictions in which the Company maintains valuation allowances (and, therefore, does not recognize a tax expense or benefit).

As of each reporting date, the Company considers new evidence, both positive and negative, that could impact management's views with regards to the future realization of deferred tax assets. In Q2-15, the Company determined that sufficient positive evidence existed in a foreign jurisdiction that it was more likely than not that additional deferred taxes of $1.5 million were realizable and, therefore, reduced the valuation allowance accordingly.

Net Income Attributable to Noncontrolling Interests

Net income attributable to noncontrolling interests increased $0.1 million to $3.3 million in Q3-15, as compared to $3.2 million in Q3-14, and by $5.1 million to $8.7 million in YTD-15, as compared to $3.6 million in YTD-14, primarily as a result of changes in the ownership structure of the Company's IC manufacturing facility located in Taiwan. During Q2-14, the Company exchanged a 49.99% noncontrolling interest in PDMC, the Company's IC manufacturing subsidiary in Taiwan, in return for the net assets of an acquiree. See Notes 2 and 12 of the condensed consolidated financial statements for further information.

Liquidity and Capital Resources

The Company's working capital was $179.0 million at August 2, 2015, and $197.4 million at November 2, 2014. The decrease in working capital was primarily related to planned capital equipment purchases. Cash and cash equivalents were $191.6 million at August 2, 2015, and $192.9 million at November 2, 2014. Net cash provided by operating activities was $91.8 million for the nine month period ended August 2, 2015, as compared to $61.8 million for the nine month period ended August 3, 2014, the increase primarily due to increased income in 2015, as well as net income in 2014 included a $16.4 million noncash acquisition gain as discussed in Note 2 to the condensed consolidated financial statements. Net cash used in investing activities for the nine month period ended August 2, 2015, was $80.4 million, which was comprised primarily of capital expenditure payments. Net cash used in financing activities of $4.9 million for the nine month period ended August 2, 2015, was primarily comprised of repayments of long-term borrowings, offset in part by proceeds received from share-based arrangements. The Company may use its cash available on hand for operations, capital expenditures, debt repayments, strategic opportunities, stock repurchases or other corporate uses, any of which may be material.

On March 24, 2015, the Company announced that the MP Mask joint venture would not be renewed after May 5, 2016. The MP Mask operating agreement provides that Micron will make a payment to the Company to purchase the Company’s equity interest in MP Mask based on the Company’s ownership percentage of the net book value of MP Mask at that time, which, as of March 5, 2015, was approximately $93 million.

As of August 2, 2015, and November 2, 2014, the Company’s total cash and cash equivalents include $88.1 million and $105.9 million, respectively, held by its foreign subsidiaries. A repatriation of these funds to the U.S., in certain jurisdictions, may be subject to U.S. federal income and local country withholding taxes. The majority of earnings of the Company’s foreign subsidiaries are considered to be indefinitely reinvested. The Company’s foreign subsidiaries continue to grow through the reinvestment of earnings in additional manufacturing capacity and capability, particularly in the high-end IC and FPD areas.

In January 2015 the Company privately exchanged $57.5 million in aggregate principal amount of its 3.25% convertible senior notes with a maturity date of April 1, 2016, for new 3.25% convertible senior notes with an aggregate principal amount of $57.5 million with a maturity date of April 1, 2019. The conversion rate of the new notes is the same as that of the exchanged notes, which were issued in March 2011 with a conversion rate of approximately 96 shares of common stock per $1,000 note principal, equivalent to a conversion price of $10.37 per share of common stock, and is subject to adjustment upon the occurrence of certain events, which are described in the indenture dated January 22, 2015. Note holders may convert each $1,000 principal amount of notes at any time prior to the close of business on the second scheduled trading day immediately preceding April 1, 2019, and the Company is not required to redeem the notes prior to their maturity date. Interest on the notes accrues in arrears, and is paid semiannually through the notes’ maturity date. The Company intends to repay $50 million of its outstanding 3.25% convertible senior notes due in April 2016 with borrowings against its credit facility and, therefore, has classified $50 million of these notes that were outstanding as of August 2, 2015, as long term.

In April 2014 the Company acquired DPTT, which was a non-cash transaction that resulted in the Company owning 50.01% and DNP owning 49.99% of PDMC, whose financial results are included in the Company’s consolidated financial statements. PDMC has generated, and is expected to continue to generate, sufficient cash flows to fund its operating and capital requirements. See Note 2 of the consolidated financial statements for more information.

The Company’s credit facility, which expires in December 2018, has a $50 million limit with an expansion capacity to $75 million, and is secured by substantially all of the Company’s assets located in the United States and common stock the Company owns in certain of its foreign subsidiaries. The credit facility is subject to a minimum interest coverage ratio, total leverage ratio and minimum unrestricted cash balance financial covenants, all of which the Company was in compliance with at August 2, 2015. The Company had no outstanding borrowings against the credit facility at August 2, 2015, and $50 million was available for borrowing. The interest rate on the credit facility (1.69% at August 2, 2015) is based on the Company’s total leverage ratio at LIBOR plus a spread, as defined in the credit facility.

In January 2014 the Company acquired all of the 3.0 million shares of PSMC that were then held by noncontrolling interests at a cost of $1.7 million.

As of August 2, 2015, the Company had capital equipment commitments outstanding of approximately $3 million. The Company believes that its currently available resources, together with its capacity for growth, and its access to equity and other financing sources, will be sufficient to satisfy its currently planned capital expenditures, as well as its anticipated working capital requirements for the next twelve months. However, the Company cannot assure that additional sources of financing would be available to the Company on commercially favorable terms should the Company's capital requirements exceed cash available from operations, existing cash, and cash available under its credit facility.

The Company's liquidity is highly dependent on its sales volume, cash conversion cycle, and the timing of its capital expenditures (which can vary significantly from period to period), as it operates in a high fixed cost environment. Depending on conditions in the semiconductor and FPD markets, the Company's cash flows from operations and current holdings of cash may not be adequate to meet its current and long-term needs for capital expenditures, operations and debt repayments. However, the Company believes its cash on hand, cash generated from its operations and cash committed under its credit facility will allow it to fund its operations through at least the next twelve months. Historically, in certain years, the Company has used external financing to fund these needs. Due to conditions in the credit markets, some financing instruments used by the Company in the past may not be currently available to it. The Company continues to evaluate further cost reduction initiatives. However, the Company cannot assure that additional sources of financing would be available to it on commercially favorable terms, should its cash requirements exceed cash available from operations, existing cash, and cash available under its credit facility.

Off-Balance Sheet Arrangements

Under the MP Mask joint venture operating agreement, in order to maintain its 49.99% ownership interest, the Company may be required to make additional capital contributions to the joint venture up to the maximum amount specified in the operating agreement. Cumulatively through August 2, 2015, the Company has contributed $32.5 million to the joint venture and has received distributions from the joint venture totaling $10.0 million. On March 24, 2015, the Company announced that the MP Mask joint venture would not be renewed after May 5, 2016.

Under the PDMC operating agreement, the shareholders of PDMC may be requested to make additional contributions to PDMC. In the event that PDMC requests additional capital from its shareholders, the Company may be required to make additional capital contributions to PDMC in order to maintain its 50.01% ownership. The PDMC operating agreement limits the amount of contributions that may be requested during both the first four years of PDMC and during any individual year within those first four years. As of August 2, 2015, the Company has not been requested nor made any additional capital contributions to PDMC.

The Company leases certain office facilities and equipment under operating leases that may require it to pay taxes, insurance and maintenance expenses related to the properties. Certain of these leases contain renewal or purchase options exercisable at the end of the lease terms.

Business Outlook

A majority of the Company's revenue growth is expected to continue to come from the Asian region, as customers increase their use of manufacturing foundries located outside of North America and Europe. Additional revenue growth is also anticipated in North America, as the Company expects to continue to benefit from advanced technology it may utilize under its technology licenses with Micron.

The Company continues to assess its global manufacturing strategy and monitor its market capitalization, sales volume and related cash flows from operations. This ongoing assessment could result in future facility closures, asset redeployments, additional impairments of intangible or long-lived assets, workforce reductions, or the addition of increased manufacturing facilities, all of which would be based on market conditions and customer requirements.

Effect of Recent Accounting Pronouncements

See “Note 14 – Recent Accounting Pronouncements” to the condensed consolidated financial statements.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Foreign Currency Exchange Rate Risk

The Company conducts business in several major international currencies through its worldwide operations and its financial performance may be affected by fluctuations in the exchange rates of these currencies. Changes in exchange rates can positively or negatively affect the Company's sales, operating margins, assets, liabilities, and equity. The functional currencies of the Company's Asian subsidiaries are the Korean won, the New Taiwan dollar, and the Singapore dollar. The functional currencies of the Company's European subsidiaries are the British pound and the euro.

The Company attempts to minimize its risk of foreign currency transaction losses by producing its products in the same country in which the products are sold (thereby generating revenues and incurring expenses in the same currency), and by managing its working capital. However, in some instances, the Company sells products in a currency other than the functional currency of the country where it was produced or purchases products in a currency that differs from the functional currency of the purchasing manufacturing facility. There can be no assurance that this approach will continue to be successful, especially in the event of a significant adverse movement in the value of any foreign currency against the U.S. dollar, the New Taiwan dollar or the Korean won.

The Company's primary net foreign currency exposures as of August 2, 2015, included the Korean won, the Japanese yen, the New Taiwan dollar, the Singapore dollar, the British pound, and the euro. As of August 2, 2015, a 10% adverse movement in the value of these currencies against the U.S. dollar would have resulted in a net unrealized pre-tax loss of $4.2 million. The Company does not believe that a 10% change in the exchange rates of other non-U.S. dollar currencies would have a material effect on its consolidated financial position, results of operations, or cash flows.

Interest Rate Risk

At August 2, 2015, the Company did not have any variable rate borrowings. A 10% change in interest rates would not have had a material effect on the Company’s consolidated financial position, results of operations, or cash flows in the three or nine month periods ended August 2, 2015.

Item 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

The Company has established and currently maintains disclosure controls and procedures, as such term is defined in Rules 13a-15(e) and 15d-15(e) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), designed to provide reasonable assurance that information required to be disclosed in its reports filed under the Exchange Act, is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission's rules and forms, and that such information is accumulated and communicated to management, including the Company's chief executive officer and chief financial officer, as appropriate, to allow for timely decisions regarding required disclosure. In designing and evaluating disclosure controls and procedures, management recognized that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives, and management necessarily was required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures.

The Company's management, under the supervision and with the participation of the Company’s chief executive officer and chief financial officer, evaluated the effectiveness of the design and operation of the Company’s disclosure controls and procedures as of the end of the period covered by this report. Based upon that evaluation the Company’s chief executive officer and chief financial officer concluded that the Company’s disclosure controls and procedures were effective at a reasonable assurance level as of the end of the period covered by this report.

Changes in Internal Control over Financial Reporting

There was no change in the Company's internal control over financial reporting during the Company's third quarter of fiscal 2015 that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1A. RISK FACTORS

There have been no material changes to risks relating to the Company's business as disclosed in Part 1, Item 1A of the Company's Form 10-K for the year ended November 2, 2014**.**

Index

Item 6. EXHIBITS

(a) Exhibits

Exhibit Number	Description
10.28	Executive Employment Agreement between the Company and Peter Kirlin dated May 4, 2015.
10.31	Executive Employment Agreement between the Company and Constantine Macricostas dated May 4, 2015.
31.1	Certification of Chief Executive Officer pursuant to Rule 13a-14(a)/15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of Chief Financial Officer pursuant to Rule 13a-14(a)/15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2	Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS	XBRL Instance Document
101.SCH	XBRL Taxonomy Extension Schema Document
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	XBRL Taxonomy Extension Label Linkbase Document
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Photronics, Inc.
(Registrant)

By: /s/ SEAN T. SMITH
Sean T. Smith
Senior Vice President
Chief Financial Officer
(Duly Authorized Officer and
Principal Financial Officer)

Date: September 9, 2015

Exhibit 10.28

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this “Agreement”) is entered into as of May 4, 2015 by and between Photronics, Inc., a Connecticut corporation (the “Company”), having a principal place of business at 15 Secor Road, Brookfield, CT 06804 and Peter S. Kirlin(“Executive”) residing at 18 Butternut Ridge, Newtown, CT 06470.

WITNESSETH:

WHEREAS, the Company and Executive desire to enter into this Agreement to assure the Company of the continuing service of Executive and to set forth the terms and conditions of Executive’s employment with the Company.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. Term. The Company agrees to employ Executive and Executive hereby accepts such employment, in accordance with the terms of this Agreement. Subject to Section 5, the term of Executive’s employment shall commence on the date hereof and continue for three (3) years thereafter unless this Agreement is earlier terminated as provided herein (the “Term”); provided, however, that unless the Company gives written notice to Executive at least thirty (30) days prior to the end of the Term of this Agreement (as the Term may be extended pursuant to this Section 1), on each anniversary of the date hereof, the Term of this Agreement shall automatically be extended for an additional one (1) year period.

2. Services. So long as this Agreement shall continue in effect, Executive shall devote Executive’s full business time, energy and ability to the business, affairs and interests of the Company and its subsidiaries and matters related thereto. Executive shall use his best efforts and abilities to promote the Company’s interests and shall perform faithfully the services contemplated by this Agreement in accordance with the Company’s policies as established by the Board of Directors of the Company.

3. Duties and Responsibilities.

(a) Executive shall serve as the Chief Executive Officer of the Company. In the performance of Executive’s duties, Executive shall report directly to the Executive Chairman and the Board of Directors, and shall have such duties, responsibilities and authority as may from time to time be assigned to the Executive by the Executive Chairman or the Company’s Board of Directors.

(b) In addition, Executive agrees to observe and comply with the policies, rules and regulations of the Company. The Company agrees that the duties which may be assigned to Executive shall be the customary duties of the office of the Chief Executive Officer and shall not be inconsistent with the provisions of the charter documents of the Company or applicable law.

4. Compensation.

(a) Base Compensation. During the Term, the Company agrees to pay Executive a base salary at the rate of $525,000 per year payable in accordance with the Company's customary payroll practices generally applicable to similarly situated employees as may be in effect from time to time (the "Base Salary"). All payments required hereunder, including the payments required by this Section 4(a), may be allocated by the Company to one or more of its subsidiaries to which Executive renders services but the Company shall remain responsible for all payments hereunder and Executive shall have no obligation to seek payment from such subsidiaries.

(b) Periodic Review. The Compensation Committee or the Board of Directors of the Company shall review Executive's Base Salary and Benefits (as defined below) from time to time in accordance with the normal business practices of the Company. The Company may in its sole discretion increase the Base Salary during the Term. The amount of any increase combined with the previous year's Base Salary shall then constitute Executive's Base Salary for purposes of this Agreement.

(c) Additional Benefits. During the Term, the Executive shall be entitled to participate in the employee benefit plans and arrangements as the Company may establish from time to time in which other employees similarly situated are entitled to participate (which may include, without limitation, bonus plan(s), medical plan, dental plan, disability plan, basic life insurance and business travel accident insurance plan, 401(k) plan, stock option or stock purchase plans or any successor plans thereto (the "Benefits")). The Company shall have the right to terminate or change any such plans or programs at any time.

(d) Automobile Allowance. During the Term of this Agreement, the Company shall provide the Executive with an automobile allowance or company car consistent with the Company's policies and provisions applicable to other similarly situated executives of the Company.

(e) Vacation. During the Term of this Agreement, Executive shall be entitled to four (4) weeks' paid vacation per calendar year, which shall not be transferable to any subsequent year.

5. Termination. This Agreement and all rights and obligations hereunder, except the rights and obligations contained in this Section 5, Section 7 (Confidential Information), Section 8 (Non-Competition), Section 9 (Intellectual Property) and Section 10 (Remedies), which shall survive any termination hereunder, shall terminate upon the earliest to occur of any of the following:

(a) Resignation without Good Reason; Retirement. Upon the resignation by Executive without Good Reason (as defined below) following at least thirty (30) days written notice to the Company or retirement from the Company in accordance with the normal retirement policies of the Company, Executive shall be entitled to receive a payment in the amount of the sum of (A) Executive's Base Salary through the last day of employment to the extent not theretofore paid, (B) any compensation previously deferred by Executive (together with any accrued interest or earnings thereon), and (C) any accrued vacation pay according to Company U.S. Vacation Policy, in each case to the extent not theretofore paid (the sum of the amounts described in clauses (A), (B) and (C) shall be hereinafter referred to as the "Accrued Obligations"), in a lump sum, subject to statutory deductions and withholdings, in cash within ten (10) business days after the last day of employment or any earlier time required by applicable law.

(b) Death or Disability of Executive.

(i) If Executive's employment is terminated by reason of Executive's death or disability, this Agreement shall terminate without further obligations to Executive (or Executive's heirs or legal representatives) under this Agreement, other than for:

(1) Payment of any Accrued Obligations, which shall be paid to Executive or Executive's estate or beneficiary, as applicable, in a lump sum, subject to statutory deductions and withholdings, in cash within ten (10) business days after the date of termination or any earlier time required by applicable law.

(2) Payment to Executive or Executive's estate or beneficiary, as applicable, of any amount accrued pursuant to the terms of any other applicable benefit plan.

(ii) If Executive shall become disabled, Executive's employment may be terminated only by written notice from the Company to Executive.

(iii) For the purposes of this Agreement, "disability" or "disabled" shall mean a mental or physical incapacity which prevents Executive from performing Executive's duties with the Company for a period of three hundred sixty (360) consecutive calendar days, as certified by a physician selected by the Company or its insurers.

(c) Termination for Cause.

(i) The Company may terminate Executive's employment and all of Executive's rights to receive Base Salary, and any Benefits hereunder for Cause.

(ii) Upon such termination for Cause, Executive shall be entitled to receive any Accrued Obligations, which shall be paid to Executive in a lump sum, subject to statutory deductions and withholdings, in cash within ten (10) business days after the date of termination or any earlier time required by applicable law.

(iii) For purposes of this Agreement, the term "Cause" shall be defined as any of the following:

(1) Executive's material breach of any of any obligations under this Agreement (other than by reason of physical or mental illness, injury, or condition);

(2) Executive's conviction by, or entry of a plea of "guilty" or "nolo contendere" in a court of competent and final jurisdiction for any felony that impairs his ability to perform his duties to the Company or any crime of moral turpitude;

(3) Executive's commission of an act of fraud upon the Company;

(4) Executive's engaging in willful or reckless misconduct or gross negligence in connection with any property or activity of the Company or its Affiliates;

(5) Executive's repeated and intemperate use of alcohol or illegal drugs after written notice from the Board or Directors;

(6) Executive's material breach of any other material obligation to the Company (other than by reason of physical or mental illness, injury, or condition) that is or could reasonably be expected to result in material harm to the Company;

(7) Executive's becoming insolvent or filing for bankruptcy;

(8) Executive's becoming barred or prohibited by the SEC from holding my position with the Company; or

(9) Executive's violation of any duty of loyalty (i.e., engaging in self-interested transactions, misappropriation of business opportunities that belong to the Company, or a breach of Executive's fiduciary duties to the Company).

(d) Termination Without Cause; Resignation For Good Reason.

(i) Notwithstanding any other provision of this Section 5, (i) the Company may, at its option and at any time, provide to Executive: (A) up to twelve (12) months' advance written notice of termination of employment without Cause, or (B) written notice of a current material adverse change in the Executive's position (such notice in (A) or (B) being referred to herein as a "Working Notice"). If the Company issues a Working Notice to the Executive, any entitlement to a Severance Payment and Benefit Period (as defined below) shall be reduced in proportion to the period covered by the Working Notice. During the period covered by the Working Notice, the Executive shall continue to provide the services according to Section 2, hereof as an employee of the Company. If the Executive resigns during the period covered by the Working Notice, then Executive shall receive only the Accrued Obligations through the date of termination. Executive, upon thirty (30) days advance notice to the Company, shall have the right to resign for Good Reason.

(ii) If Executive is so terminated without Cause or resigns for Good Reason, Executive shall receive from the Company:

(1) Any Accrued Obligations through the date of termination, which shall be paid to Executive in a lump sum, subject to statutory deductions and withholdings, in cash within ten (10) business days after the date of termination or any earlier time required by applicable law.

(2) A payment ("Severance Payment") equal to twelve (12) months of Executive's current Base Salary. The Severance Payment shall be paid by the Company to Executive in equal installments, following the expiration of the Revocation Period defined in the Release referred to in Section 5(d)(iv), in accordance with the Company's customary payroll practices generally applicable to similarly situated employees as may be in effect from time and shall be subject to statutory deductions and withholdings.

(3) Payment of Executive's COBRA premiums for the 360-day period following termination of employment ("Benefit Period"), provided Executive elects to receive COBRA continuation coverage and is eligible for COBRA continuation coverage.

(iii) As used in this Agreement, the term "Good Reason" shall mean (i) (except as set forth in Section 5(e)) the relocation of the Company's principal executive offices to a location outside the contiguous 48 United States without the consent of Executive or (ii) a material diminution in Executive's overall employee benefits not the result of changes in benefit plans affecting other employees, without the consent of Executive.

(iv) As a condition to receiving the payment and benefits extension contemplated by Section 5(d) or 5(e), Executive agrees to execute and deliver to the Company the Release substantially in the form attached to this Agreement as Exhibit A.

(e) Change of Control.

(i) For purposes of the Agreement, a "change of control" means, and shall be deemed to have taken place, if;

(1) any individual, partnership, firm, corporation, association, trust, unincorporated organization or other entity or person, or any syndicate or group deemed to be a person under Section 14 (d) (2) of the Exchange Act, is or becomes the "beneficial owner" (as defined in Rule 13d-3 of the General Rules and Regulations under the Exchange Act), directly or indirectly, of securities of the Company representing 50% or more of the combined voting power of the Company's then outstanding securities entitled to vote in the election of directors of the Company;

(2) during any period of two (2) consecutive years (not including any period prior to the execution of this Agreement) individuals who at the beginning of such period constituted the Board and any new directors, whose election by the Board or nomination for election by the Company's shareholders was approved by a vote of at least three-fourths (3/4ths) of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously so approved, cease for any reason to constitute a majority of the Board;

(3) there occurs a reorganization, merger, consolidation or other corporate transaction involving the Company (a "Transaction"), and shareholders of the Company immediately prior to such Transaction do not, immediately after the Transaction, own more than 50% of the combined voting power of the Company or other corporation resulting from such Transaction; or

(4) there is a "change in control" of the Company within the meaning of Section 280G of the U.S. Federal internal revenue code of 1986.

(iii) If during the period three (3) months before or two (2) years following a "change in control" of the Company (or any successor), the Executive is terminated by the Company for any reason (other than for Cause as defined in Section 5(c) thereof), including an election by the Company or its successor not to extend this Agreement pursuant to Section 1, or the Executive resigns for Good Reason as defined in Section 5(e)(ii)), " "Executive shall be entitled to receive a cash payment equal to eighteen (18) months of Executive's current Base Salary and the benefits described in Section 5(d)(ii) of the Agreement. Upon such "change of control" during the Term, the Term of this Agreement shall automatically be the period equal to the longer of (i) two (2) years from the date of the "change of control" or (ii) the remaining period of the initial three (3) year Term after the "change of control". In no event shall Executive be entitled to receive both the Severance Payment described in Section 5(d) hereof and the "change of control" payment described in this Section 5(e).

(iv) Any payments to be made to Executive in connection with this Section 5(e) shall be made in a lump sum, subject to statutory deductions and withholdings, in cash within ten (10) business days after the date of termination or any earlier time required by applicable law, following the expiration of the Revocation Period defined in the Release referred to in Section 5(d)(iv).

(g) Treatment of Stock Options Upon Change of Control or a Termination.

(i) All stock options or similar rights granted to Executive pursuant to the Company's stock option plans including, without limitation, any restricted stock shall immediately vest as of the effective date of such "change of control".

(ii) If this Agreement is terminated pursuant to clause (c) of this Section 5 or if Executive resigns his employment, all unvested stock options granted to Executive pursuant to the Company's stock plans shall terminate immediately.

To the extent that the Executive has been granted stock options intended to be incentive stock options under Section 422 of the Internal Revenue Code, such stock options shall cease to be incentive stock options and shall be treated as nonqualified stock options if the options are exercised by the Employee more than three (3) months (one year in case of death or disability as defined in Section 422 of the Internal Revenue Code) following termination of employment.

Except as expressly modified by this clause (g) of this Section 5, all stock options and similar rights granted under the Company's stock plans shall remain subject to all of the terms and conditions of the applicable stock plans and agreements evidencing the grants thereof.

(h) Exclusive Remedy. Executive agrees that the payments other benefits provided and contemplated by this Agreement shall constitute the sole and exclusive obligation of the Company in respect of Executive's employment with and relationship to the Company and that the full payment thereof shall be the sole and exclusive remedy for any termination of Executive's employment. Executive covenants not to assert or pursue any other remedies, at law or in equity, with respect to any termination of employment.

6. Business Expenses. During the Term of this Agreement, to the extent that such expenditures satisfy the criteria under the Internal Revenue Code or other applicable laws for deductibility by the Company (whether or not fully deductible by the Company) for federal income tax purposes as ordinary and necessary business expenses, the Company shall provide the Executive with reimbursement of reasonable business expenses incurred by the Executive while conducting Company business in a manner consistent with the Company's policies and provisions applicable to the Executives of the Company.

7. Confidential Information.

(a) Executive acknowledges that the nature of Executive's employment by the Company is such that Executive shall have access to information of a confidential and/or trade secret nature which has great value to the Company and which constitutes a substantial basis and foundation upon which the business of the Company is based. Such information includes (A) trade secrets, inventions, mask works, ideas, processes, manufacturing, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments or experimental work, designs, and techniques; (B) information regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers; (C) information regarding the skills and compensation of other employees the Company or its affiliates, including but not limited to, their respective business plans or clients (including, without limitation, customer lists and lists of customer sources), or information relating to the products, services, customers, sales or business affairs of the Company or its Affiliates (the "Confidential Information").

(b) Executive shall keep all such Confidential Information in confidence during the Term of this Agreement and at any time thereafter and shall not disclose any of such Confidential Information to any other person, except to the extent such disclosure is (i) necessary to the performance of this Agreement and in furtherance of the Company's best interests, (ii) required by applicable law, (iii) publicly known within the relevant industry, or (iv) authorized in writing by the Board. Upon termination of Executive's employment with the Company, Executive shall deliver to the Company all documents, records, notebooks, work papers, and all similar material containing any of the foregoing information, whether prepared by Executive, the Company or anyone else.

8. Non-Competition. Executive covenants and agrees that commencing on the date hereof and continuing for the entire Term of Executive's employment and for period of twelve (12) months thereafter (the "Restricted Period"), Executive shall not:

(a) Work or be affiliated with in any capacity (including as a founder, employee, owner, consultant, or otherwise), directly or indirectly, for himself or on behalf of any other entity, in any business that manufacturers photomasks or that is otherwise competitive with the business of the Company or any subsidiary of the Company at any time during Executive's employment or during the Restricted Period, such as, for example and not as a limitation, Toppan, DNP and the photomask manufacturing operations of semiconductor manufacturers such as IBM and TSMC.

(b) Solicit, attempt to solicit, or assist others in soliciting or attempting to solicit, directly or indirectly, any business related to the business of the Company from any customers or prospective customers of the Company; for the purposes of this Section 8, the term "customer" means any entity or person who is or has been a client or customer of the Company during the time which Executive was employed with the Company, and the term "prospective customer" means a person or entity who became known to the Company during the time which Executive was employed with the Company as a result of that person's or entity's interest in obtaining the services or products of the Company; and

(c) Solicit, attempt to solicit, or assist others in soliciting or attempting to solicit, directly or indirectly, for employment or similar capacity, any person who is an employee of, or an independent contractor for, the Company or its direct or indirect subsidiaries, parents or Affiliates or who was such an employee within twelve (12) months prior to the date of such solicitation or attempted solicitation.

(d) Executive acknowledges that in the event of his employment with the Company terminates for any reason, Executive will be able to earn a livelihood without violating the foregoing restrictions.

(e) If any provision or clause, or portion thereof, within this Section 8 shall be held by any court or other tribunal of competent jurisdiction to be illegal, invalid, or unenforceable in such jurisdiction, the remainder of such provision shall not be thereby affected and shall be given full effect, without regard to the invalid portion. It is the intention of the parties that, if any court construes any provision or clause within this Section 8, or any portion thereof, to be illegal, void or unenforceable because of the duration of such provision or the geographic area or matter covered thereby, such court shall reduce the duration, area, or matter of such provision, and, in its reduced form, such provision shall then be enforceable and shall be enforced.

9. Intellectual Property.

(a) Executive has no interest (except as disclosed to the Company) in any inventions, designs, improvements, patents, copyrights and discoveries which are useful in or directly or indirectly related to the business of the Company or to any experimental work carried on by the Company. Except as may be limited by applicable law, all inventions, designs, improvements, patents, copyrights and discoveries conceived by Executive during the Term of this Agreement which are useful in or directly or indirectly related to the business of the Company or to any experimental work carried on by the Company, shall be the property of the Company. Executive will promptly and fully disclose to the Company all such inventions, designs, improvements, patents, copyrights and discoveries (whether developed individually or with other persons) and will take all steps necessary and reasonably required to assure the Company's ownership thereof and to assist the Company in protecting or defending the Company's proprietary rights therein.

(b) Executive also agrees to assist the Company in obtaining United States or foreign letters patent and copyright registrations covering inventions assigned hereunder to the Company and that Executive's obligation to assist the Company shall continue beyond the termination of Executive's employment but the Company shall compensate Executive at a reasonable rate for time actually spent by Executive at the Company's request with respect to such assistance. If the Company is unable because of Executive's mental or physical incapacity (for the period of such incapacity only) or for any other reason to secure Executive's signature to apply for or to pursue any application for any United States or foreign letters patent or copyright registrations covering inventions assigned to the Company (after reasonable efforts to contact employee), then Executive hereby irrevocably designates and appoints the Company, each of its duly authorized officers and agents as Executive's agent and attorney-in-fact to act for and in Executive's behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by Executive. Executive will perform all other lawful acts necessary to assist the Company to enforce any copyrights or patents obtained including, without limitation, testifying in any suit or proceeding involving any of the copyrights or patents or executing any documents deemed necessary by the Company, all without further consideration but at the expense of the Company. If Executive is called upon to render such assistance after the termination of Executive's employment, then Executive shall be entitled to a fair and reasonable per diem fee in addition to reimbursement of any expenses incurred at the request of the Company.

10. Remedies. The parties hereto agree that the services to be rendered by Executive pursuant to this Agreement, and the rights and privileges granted to the Company pursuant to this Agreement, are of a special, unique, extraordinary and intellectual character, which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in any action at law, and that a breach by Executive of any of the terms of this Agreement will cause the Company great and irreparable injury and damage. Executive hereby expressly agrees that the Company shall be entitled to the remedies of injunction, specific performance and other equitable relief to prevent a breach of this Agreement by Executive. This Section 10 shall not be construed as a waiver of any other rights or remedies which the Company may have for damages or otherwise.

11. Return of Property. Executive agrees to return, on or before his last day of employment, all property belonging to the Company, including but not limited to computers, PDA, telephone and other credit cards, Company business records, Company automobile (if applicable), etc.

12. Severability. If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, to achieve the intent of the parties to the extent possible. In any event, all other provisions of this Agreement shall be deemed valid and enforceable to the extent possible.

13. Succession. This Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns and any such successor or assignee shall be deemed substituted for the Company under the terms of this Agreement for all purposes. As used herein, “successor” and “assignee” shall include any person, firm, corporation or other business entity which at any time, whether by purchase, merger or otherwise, directly or indirectly acquires the stock of the Company or to which the Company assigns this Agreement by operation of law or otherwise. The obligations and duties of Executive hereunder are personal and otherwise not assignable. Executive’s obligations and representations under this Agreement will survive the termination of Executive’s employment, regardless of the manner of such termination.

14. Notices. Any notice or other communication provided for in this Agreement shall be in writing and sent if to the Company to its principal office at:

Photronics, Inc.
15 Secor Road, PO Box 5226
Brookfield, Connecticut 06804

Attention: General Counsel

or at such other address as the Company may from time to time in writing designate, and if to Executive at the address set forth above or at such address as Executive may from time to time in writing designate. Each such notice or other communication shall be effective (I) if given by written telecommunication, three (3) days after its transmission to the applicable number so specified in (or pursuant to) this Section 14 and a verification of receipt is received, (ii) if given by certified mail, once verification of receipt is received, or (iii) if given by any other means, when actually delivered to the addressee at such address and verification of receipt is received.

15. Adequate Consideration. Executive acknowledges that the cash severance and other benefits to be provided by the Company to Executive are not available under any current plan or policies of the Company. Accordingly, Executive further acknowledges that the payments and benefits under this Agreement provide adequate consideration for Executive's obligations to the Company contained in Section 7 (Confidential Information), Section 8 (Non-Competition), Section 10 (Remedies) and Exhibit A (Release).

16. Entire Agreement. This Agreement contains the entire agreement of the parties relating to the subject matter hereof and supersedes any prior agreements, undertakings, commitments and practices relating to Executive's employment by the Company.

17. Amendments. No amendment or modification of the terms of this Agreement shall be valid unless made in writing, duly executed by both parties.

18. Waiver. No failure on the part of any party to exercise or delay in exercising any right hereunder shall be deemed a waiver thereof or of any other right, nor shall any single or partial exercise preclude any further or other exercise of such right or any other right.

19. Governing Law. This Agreement, and the legal relations between the parties, shall be governed by and construed in accordance with the laws of the State of Connecticut without regard to conflicts of law doctrines and any court action arising out of this Agreement shall be brought in any court of competent jurisdiction within the State of Connecticut.

20. Withholding. All compensation payable hereunder, including salary and other benefits, shall be subject to applicable taxes, withholding and other required, normal or elected employee deductions.

21. Counterparts. This Agreement and any amendment hereto may be executed in one or more counterparts. All of such counterparts shall constitute one and the same agreement and shall become effective when a copy signed by each party has been delivered to the other party.

22. Headings. Section and other headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

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

THE COMPANY

PHOTRONICS, INC.

By: ____________________

Name:
Title:

EXECUTIVE

/s/ Peter S. Kirlin
Name: Peter S. Kirlin
Address: 18 Butternut Ridge, Newtown, CT 06470

EXHIBIT A

RELEASE

1. I signed an Employment Agreement with Photronics, Inc. (the "Company"), effective May 4, 2015 (the "Agreement"), wherein I agreed to the terms applicable to certain terminations of employment with the Company. Pursuant to the terms of the Agreement, I am entitled to certain severance payments and benefits, described in the Agreement, provided that I sign this Release.

2. In consideration of the severance payments described in the Agreement, I, on behalf of myself, my heirs, agents, representatives, predecessors, successors and assigns, hereby irrevocably release, acquit and forever discharge the Company and each of its respective agents, employees, representatives, parents, subsidiaries, divisions, affiliates, officers, directors, shareholders, investors, employees, attorneys, transferors, transferees, predecessors, successors and assigns, jointly and severally (the "Released Parties") of and from any and all debts, suits, claims, actions, causes of action, controversies, demands, rights, damages, losses, expenses, costs, attorneys' fees, compensation, liabilities and obligations whatsoever, suspected or unsuspected, known or unknown, foreseen or unforeseen, arising at any time up to and including the date of this Release, save and except for the parties' obligations and rights under this Release. In recognition of the consideration set forth in the Agreement, I hereby release and forever discharge the Released Parties from any and all claims, actions and causes of action, I have or may have as of the date of this Release arising under any federal, state, or local statute, regulation, ordinance, or law of any kind, including under the Age Discrimination in Employment Act of 1967, as amended, and the applicable rules and regulations promulgated thereunder ("ADEA"), the Connecticut Human Rights and Opportunities Law, the Connecticut Family and Medical Leave Law, and the Connecticut Age Discrimination and Employee Insurance Benefits Law, and including claims for wrongful discharge, breach of contract, or in tort.

3. I agree not to criticize, denigrate, or otherwise disparage the Company or any other Released Party.

4. This Release is not an admission of guilt or wrongdoing by either me or the Company. This Release constitutes the entire agreement between me and the Company with respect to the subject matter hereof, and I am not signing this Release in reliance on any representation not expressly set forth herein. No provisions of this Release may be modified, waived, amended or discharged except by a written document signed by me and a duly authorized Company representative. This Release binds my heirs, administrators, representatives, executors, successors, and assigns, and will inure to the benefit of all Released Parties and their respective heirs, administrators, representatives, executors, successors, and assigns. The invalidity or unenforceability of any provision of this Release shall not affect the validity or enforceability of any other provision of this Release, which shall remain in full force and effect. A waiver of any conditions or provisions of this Release in a given instance shall not be deemed a waiver of such conditions or provisions at any other time. If any of the provisions, terms or clauses of this Release are declared illegal, unenforceable or ineffective in a legal forum, those provisions, terms and clauses shall be deemed severable, such that all other provisions, terms and clauses of this Release shall remain valid and binding upon both parties. If any of the provisions, terms or clauses of this Release are found by a court to be overly broad, those provisions, terms and clauses shall be enforceable (and modified and enforced) to the broadest extent permissible under the law. The validity, interpretation, construction, and performance of this Release shall be governed by the internal laws of the State of Connecticut (excluding any that mandate the use of another jurisdiction's laws).

5. All payments to me under this Release shall be net of applicable withholdings and deductions.

6. The Company advised me to take this Release home, read it, and carefully consider all of its terms before signing it. The Company gave me at least 21 days in which to consider this Release, and I waive any right I might have to additional time beyond this consideration period within which to consider this Release. The Company advised me to discuss this Release with my own attorney (at my own expense) during this period if I wished to do so. I understand that I may revoke my acceptance of this Release within seven (7) days after I sign it ("Revocation Period"). I understand that if I revoke my acceptance of this Release, I will not be entitled to any payments or benefits hereunder or otherwise in connection with the termination of my employment with the Company, except as required by law in the absence of the Agreement and this Release. I have carefully read this Release, fully understand what it means, and am entering into it voluntarily.

Peter Kirlin

Print Name Date

Signature

Exhibit 10.31

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "Agreement") is entered into as of May 4, 2015 by and between Photronics, Inc., a Connecticut corporation (the "Company"), having a principal place of business at 15 Secor Road, Brookfield, CT 06804 and Constantine Macricostas ("Executive") residing at 5509 Pennock Point Road
Jupiter, FL 33458

WITNESSETH:

WHEREAS, the Company and Executive desire to enter into this Agreement to assure the Company of the continuing service of Executive and to set forth the terms and conditions of Executive's employment with the Company.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. Term. The Company agrees to employ Executive and Executive hereby accepts such employment, in accordance with the terms of this Agreement. Subject to Section 5, the term of Executive's employment shall commence on the date hereof and continue for a period of four (4) years unless this Agreement is earlier terminated as provided herein (the "Term").

2. Services. So long as this Agreement shall continue in effect, Executive shall attend to such matters of the Corporation during such hours as the Board may approve or designate, and perform such duties as may be required of him. Executive shall use his best efforts and abilities to promote the Company's interests and shall perform faithfully the services contemplated by this Agreement in accordance with the Company's policies as established by the Board of Directors of the Company. It is expected that during the term of this Agreement you will work out of your office in Florida; provided however, while traveling to any of the Company's facilities, the Company shall provide you with office space, if needed, at any of the Company's various facilities including but not limited to Palm Bay. Notwithstanding the above, you shall be provided with and have use of the Company's administrative staff and services related thereto at any of the Company's facilities from which you may travel or work from.

3. Duties and Responsibilities.

(a) Executive shall serve as the Executive Chairman of the Company. In the performance of Executive's duties, Executive shall report directly to the Company's Board of Directors, and shall have such duties, responsibilities and authority as may from time to time be assigned to the Executive by the Company's Board of Directors. Furthermore, Executive shall work on special projects at the request of the Chief Executive Officer. Executive will continue to be copied on all correspondence relating to capital expenditures and strategic planning including but not limited to weekly site operation reports, weekly and monthly sales reports, P&L reports, and capital expenditure reports. Executive will be invited to and is expected to attend (if reasonably possible) all strategic planning meetings, capital expenditure meetings and all P&L conference calls.

Furthermore, the Chief Executive Officer will continue to advise you prior to the hiring of Company and subsidiary (worldwide) employees hired at the level of director and above as well as all consulting arrangements, promotions or salary increases for employees director level and above. You will have the opportunity to provide your comments and recommendations to the CEO regarding such hires, promotions, salary increases and the like

4. Compensation.

(a) Base Compensation. During the Term, the Company agrees to pay Executive a base salary at the rate of $410,000 per year payable in accordance with the Company's customary payroll practices generally applicable to similarly situated employees as may be in effect from time to time. All payments required hereunder, including the payments required by this Section 4(a), may be allocated by the Company to one or more of its subsidiaries to which Executive renders services but the Company shall remain responsible for all payments hereunder and Executive shall have no obligation to seek payment from such subsidiaries.

(b) Additional Benefits. During the Term, the Executive shall be entitled to participate in the employee benefit plans and arrangements as the Company may establish from time to time in which other employees similarly situated are entitled to participate (which may include, if applicable, bonus plan(s), dental plan, disability plan, basic life insurance and business travel accident insurance plan, stock option or stock purchase plans or any successor plans thereto (the "Benefits")). The Company shall have the right to terminate or change any such plans or programs at any time. Notwithstanding the above, the Company will reimburse Executive for health care expenses for Executive and his spouse in an amount not to exceed $20,000.00 per year during the term of this Agreement.

(c) Company Automobile. On or after June 1, 2015, Executive shall have the right to purchase the 2011 BMW that the Company is currently providing to Executive as a Company car (the "2011 BMW"). Consultant shall have the right to purchase the 2011 BMW from the Company for the net book value of the 2011 BMW at the time of purchase.

(d) Vacation. During the Term of this Agreement, Executive shall be entitled to four (4) weeks' paid vacation per calendar year, which shall not be transferable to any subsequent year.

5. Termination. This Agreement and all rights and obligations hereunder, except the rights and obligations contained in this Section 5, Section 7 (Confidential Information), Section 8 (Non-Competition), Section 9 (Intellectual Property) and Section 10 (Remedies), which shall survive any termination hereunder, shall terminate upon the earliest to occur of any of the following:

(a) Resignation; Retirement. Upon the resignation by Executive following at least thirty (30) days written notice to the Company, Executive shall be entitled to receive a payment in the amount of the sum of (A) Executive's then current salary through the last day of employment to the extent not theretofore paid, (B) any compensation previously deferred by Executive (together with any accrued interest or earnings thereon), and (C) any accrued vacation pay according to Company U.S. Vacation Policy, in each case to the extent not theretofore paid (the sum of the amounts described in clauses (A), (B) and (C) shall be hereinafter referred to as the "Accrued Obligations"), in a lump sum, subject to statutory deductions and withholdings, in cash within ten (10) business days after the last day of employment or any earlier time required by applicable law.

(b) Termination for Cause.

(i) The Company may terminate Executive's employment and all of Executive's rights hereunder for Cause.

(ii) Upon such termination for Cause, Executive shall be entitled to receive any Accrued Obligations, which shall be paid to Executive in a lump sum, subject to statutory deductions and withholdings, in cash within ten (10) business days after the date of termination or any earlier time required by applicable law.

(iii) For purposes of this Agreement, the term "Cause" shall be defined as any of the following:

(1) Executive's material breach of any of any obligations under this Agreement (other than by reason of physical or mental illness, injury, or condition);

(2) Executive's conviction by, or entry of a plea of "guilty" or "nolo contendere" in a court of competent and final jurisdiction for any felony that impairs his ability to perform his duties to the Company or any crime of moral turpitude;

(3) Executive's commission of an act of fraud upon the Company;

(4) Executive's engaging in willful or reckless misconduct or gross negligence in connection with any property or activity of the Company or its Affiliates;

(5) Executive's repeated and intemperate use of alcohol or illegal drugs after written notice from the Board or Directors;

(6) Executive's material breach of any other material obligation to the Company (other than by reason of physical or mental illness, injury, or condition) that is or could reasonably be expected to result in material harm to the Company;

(7) Executive's becoming insolvent or filing for bankruptcy;

(8) Executive's becoming barred or prohibited by the SEC from holding such position with the Company; or

(9) Executive's violation of any duty of loyalty (i.e., engaging in self-interested transactions, misappropriation of business opportunities that belong to the Company, or a breach of Executive's fiduciary duties to the Company).

(c) Separation Without Cause;

(i) If Executive separates (defined as untimely death) from the Company prior to expiration of the term of this Agreement other than for Cause, Executive or his living trust shall be entitled to receive the following

(1) Any Accrued Obligations through the date of termination, which shall be paid to Executive in a lump sum, subject to statutory deductions and withholdings, in cash within ten (10) business days after the date of termination or any earlier time required by applicable law.

(2) A payment of $410,000 annually for the then remaining term of this Agreement. The payment shall be paid by the Company to Executive, in accordance with the Company's customary payroll practices generally applicable to similarly situated employees as may be in effect from time and shall be subject to statutory deductions and withholdings.

(d) Change of Control.

(i) For purposes of the Agreement, a "change of control" means, and shall be deemed to have taken place, if;

(1) any individual, partnership, firm, corporation, association, trust, unincorporated organization or other entity or person, or any syndicate or group deemed to be a person under Section 14 (d) (2) of the Exchange Act, is or becomes the "beneficial owner" (as defined in Rule 13d-3 of the General Rules and Regulations under the Exchange Act), directly or indirectly, of securities of the Company representing 50% or more of the combined voting power of the Company's then outstanding securities entitled to vote in the election of directors of the Company;

(2) during any period of two (2) consecutive years (not including any period prior to the execution of this Agreement) individuals who at the beginning of such period constituted the Board and any new directors, whose election by the Board or nomination for election by the Company's shareholders was approved by a vote of at least three-fourths (3/4ths) of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously so approved, cease for any reason to constitute a majority of the Board;

(3) there occurs a reorganization, merger, consolidation or other corporate transaction involving the Company (a "Transaction"), and shareholders of the Company immediately prior to such Transaction do not, immediately after the Transaction, own more than 50% of the combined voting power of the Company or other corporation resulting from such Transaction; or

(4) there is a "change in control" of the Company within the meaning of Section 280G of the U.S. Federal internal revenue code of 1986.

(iii) If during the term of this Agreement there is a "change in control" of the Company (or any successor) and the Executive is terminated by the Company for any reason (other than for Cause as defined in Section 5(b) thereof), including an election by the Company or its successor, Executive shall be entitled to receive a payment of $410,000 annually for the then remaining term of this Agreement. In no event shall Executive be entitled to receive both the payment described in Section 5(c) hereof and the "change of control" payment described in this Section 5(d).

(iv) Any payments to be made to Executive in connection with this Section 5(e) shall be made in a lump sum, subject to statutory deductions and withholdings, in cash within ten (10) business days after the date of termination or any earlier time required by applicable law.

(e) Treatment of Stock Options Upon Change of Control or a Termination.

(i) All stock options or similar rights granted to Executive pursuant to the Company's stock option plans including, without limitation, any restricted stock shall immediately vest as of the effective date of such "change of control".

(ii) If this Agreement is terminated pursuant to clause (c) of this Section 5 or if Executive resigns his employment, all unvested stock options granted to Executive pursuant to the Company's stock plans shall terminate immediately.

To the extent that the Executive has been granted stock options intended to be incentive stock options under Section 422 of the Internal Revenue Code, such stock options shall cease to be incentive stock options and shall be treated as nonqualified stock options if the options are exercised by the Employee more than three (3) months (one year in case of death or disability as defined in Section 422 of the Internal Revenue Code) following termination of employment.

Except as expressly modified by this clause (e) of this Section 5, all stock options and similar rights granted under the Company's stock plans shall remain subject to all of the terms and conditions of the applicable stock plans and agreements evidencing the grants thereof.

(f) Exclusive Remedy. Executive agrees that the payments other benefits provided and contemplated by this Agreement shall constitute the sole and exclusive obligation of the Company in respect of Executive's employment with and relationship to the Company and that the full payment thereof shall be the sole and exclusive remedy for any termination of Executive's employment. Executive covenants not to assert or pursue any other remedies, at law or in equity, with respect to any termination of employment.

6. Business Expenses. During the Term of this Agreement, to the extent that such expenditures satisfy the criteria under the Internal Revenue Code or other applicable laws for deductibility by the Company (whether or not fully deductible by the Company) for federal income tax purposes as ordinary and necessary business expenses, the Company shall provide the Executive with reimbursement of reasonable business expenses incurred by the Executive while conducting Company business in a manner consistent with the Company's policies and provisions applicable to the Executives of the Company.

7. Confidential Information.

(a) Executive acknowledges that the nature of Executive's employment by the Company is such that Executive shall have access to information of a confidential and/or trade secret nature which has great value to the Company and which constitutes a substantial basis and foundation upon which the business of the Company is based. Such information includes (A) trade secrets, inventions, mask works, ideas, processes, manufacturing, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments or experimental work, designs, and techniques; (B) information regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers; (C) information regarding the skills and compensation of other employees the Company or its affiliates, including but not limited to, their respective business plans or clients (including, without limitation, customer lists and lists of customer sources), or information relating to the products, services, customers, sales or business affairs of the Company or its Affiliates (the "Confidential Information").

(b) Executive shall keep all such Confidential Information in confidence during the Term of this Agreement and at any time thereafter and shall not disclose any of such Confidential Information to any other person, except to the extent such disclosure is (i) necessary to the performance of this Agreement and in furtherance of the Company's best interests, (ii) required by applicable law, (iii) publicly known within the relevant industry, or (iv) authorized in writing by the Board. Upon termination of Executive's employment with the Company, Executive shall deliver to the Company all documents, records, notebooks, work papers, and all similar material containing any of the foregoing information, whether prepared by Executive, the Company or anyone else.

8. Non-Competition. Executive covenants and agrees that commencing on the date hereof and continuing for the entire Term of Executive's employment and for period of twelve (12) months thereafter (the "Restricted Period"), Executive shall not:

(a) Work or be affiliated with in any capacity (including as a founder, employee, owner, consultant, or otherwise), directly or indirectly, for himself or on behalf of any other entity, in any business that manufacturers photomasks or that is otherwise competitive with the business of the Company or any subsidiary of the Company at any time during Executive's employment or during the Restricted Period, such as, for example and not as a limitation, Toppan, DNP and the photomask manufacturing operations of semiconductor manufacturers such as IBM and TSMC.

(b) Solicit, attempt to solicit, or assist others in soliciting or attempting to solicit, directly or indirectly, any business related to the business of the Company from any customers or prospective customers of the Company; for the purposes of this Section 8, the term "customer" means any entity or person who is or has been a client or customer of the Company during the time which Executive was employed with the Company, and the term "prospective customer" means a person or entity who became known to the Company during the time which Executive was employed with the Company as a result of that person's or entity's interest in obtaining the services or products of the Company; and

(c) Solicit, attempt to solicit, or assist others in soliciting or attempting to solicit, directly or indirectly, for employment or similar capacity, any person who is an employee of, or an independent contractor for, the Company or its direct or indirect subsidiaries, parents or Affiliates or who was such an employee within twelve (12) months prior to the date of such solicitation or attempted solicitation.

(d) Executive acknowledges that in the event of his employment with the Company terminates for any reason, Executive will be able to earn a livelihood without violating the foregoing restrictions.

(e) If any provision or clause, or portion thereof, within this Section 8 shall be held by any court or other tribunal of competent jurisdiction to be illegal, invalid, or unenforceable in such jurisdiction, the remainder of such provision shall not be thereby affected and shall be given full effect, without regard to the invalid portion. It is the intention of the parties that, if any court construes any provision or clause within this Section 8, or any portion thereof, to be illegal, void or unenforceable because of the duration of such provision or the geographic area or matter covered thereby, such court shall reduce the duration, area, or matter of such provision, and, in its reduced form, such provision shall then be enforceable and shall be enforced.

9. Intellectual Property.

(a) Executive has no interest (except as disclosed to the Company) in any inventions, designs, improvements, patents, copyrights and discoveries which are useful in or directly or indirectly related to the business of the Company or to any experimental work carried on by the Company. Except as may be limited by applicable law, all inventions, designs, improvements, patents, copyrights and discoveries conceived by Executive during the Term of this Agreement which are useful in or directly or indirectly related to the business of the Company or to any experimental work carried on by the Company, shall be the property of the Company. Executive will promptly and fully disclose to the Company all such inventions, designs, improvements, patents, copyrights and discoveries (whether developed individually or with other persons) and will take all steps necessary and reasonably required to assure the Company's ownership thereof and to assist the Company in protecting or defending the Company's proprietary rights therein.

(b) Executive also agrees to assist the Company in obtaining United States or foreign letters patent and copyright registrations covering inventions assigned hereunder to the Company and that Executive's obligation to assist the Company shall continue beyond the termination of Executive's employment but the Company shall compensate Executive at a reasonable rate for time actually spent by Executive at the Company's request with respect to such assistance. If the Company is unable because of Executive's mental or physical incapacity (for the period of such incapacity only) or for any other reason to secure Executive's signature to apply for or to pursue any application for any United States or foreign letters patent or copyright registrations covering inventions assigned to the Company (after reasonable efforts to contact employee), then Executive hereby irrevocably designates and appoints the Company, each of its duly authorized officers and agents as Executive's agent and attorney-in-fact to act for and in Executive's behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by Executive. Executive will perform all other lawful acts necessary to assist the Company to enforce any copyrights or patents obtained including, without limitation, testifying in any suit or proceeding involving any of the copyrights or patents or executing any documents deemed necessary by the Company, all without further consideration but at the expense of the Company. If Executive is called upon to render such assistance after the termination of Executive's employment, then Executive shall be entitled to a fair and reasonable per diem fee in addition to reimbursement of any expenses incurred at the request of the Company.

10. Remedies. The parties hereto agree that the services to be rendered by Executive pursuant to this Agreement, and the rights and privileges granted to the Company pursuant to this Agreement, are of a special, unique, extraordinary and intellectual character, which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in any action at law, and that a breach by Executive of any of the terms of this Agreement will cause the Company great and irreparable injury and damage. Executive hereby expressly agrees that the Company shall be entitled to the remedies of injunction, specific performance and other equitable relief to prevent a breach of this Agreement by Executive. This Section 10 shall not be construed as a waiver of any other rights or remedies which the Company may have for damages or otherwise.

11. Return of Property. Executive agrees to return, on or before his last day of employment, all property belonging to the Company, including but not limited to computers, PDA, telephone and other credit cards, Company business records, Company automobile (if applicable), etc.

12. Severability. If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, to achieve the intent of the parties to the extent possible. In any event, all other provisions of this Agreement shall be deemed valid and enforceable to the extent possible.

13. Succession. This Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns and any such successor or assignee shall be deemed substituted for the Company under the terms of this Agreement for all purposes. As used herein, "successor" and "assignee" shall include any person, firm, corporation or other business entity which at any time, whether by purchase, merger or otherwise, directly or indirectly acquires the stock of the Company or to which the Company assigns this Agreement by operation of law or otherwise. The obligations and duties of Executive hereunder are personal and otherwise not assignable. Executive's obligations and representations under this Agreement will survive the termination of Executive's employment, regardless of the manner of such termination.

14. Notices. Any notice or other communication provided for in this Agreement shall be in writing and sent if to the Company to its principal office at:

Photronics, Inc.
15 Secor Road, PO Box 5226
Brookfield, Connecticut 06804

Attention: Vice President, General Counsel of Photronics, Inc.

or at such other address as the Company may from time to time in writing designate, and if to Executive at the address set forth above or at such address as Executive may from time to time in writing designate. Each such notice or other communication shall be effective (I) if given by written telecommunication, three (3) days after its transmission to the applicable number so specified in (or pursuant to) this Section 14 and a verification of receipt is received, (ii) if given by certified mail, once verification of receipt is received, or (iii) if given by any other means, when actually delivered to the addressee at such address and verification of receipt is received.

15. Adequate Consideration. Executive acknowledges that the cash severance and other benefits to be provided by the Company to Executive are not available under any current plan or policies of the Company. Accordingly, Executive further acknowledges that the payments and benefits under this Agreement provide adequate consideration for Executive's obligations to the Company contained in Section 7 (Confidential Information), Section 8 (Non-Competition), Section 10 (Remedies).

16. Entire Agreement. This Agreement contains the entire agreement of the parties relating to the subject matter hereof and supersedes any prior agreements, undertakings, commitments and practices relating to Executive's employment by the Company.

17. Amendments. No amendment or modification of the terms of this Agreement shall be valid unless made in writing, duly executed by both parties.

18. Waiver. No failure on the part of any party to exercise or delay in exercising any right hereunder shall be deemed a waiver thereof or of any other right, nor shall any single or partial exercise preclude any further or other exercise of such right or any other right.

19. Governing Law. This Agreement, and the legal relations between the parties, shall be governed by and construed in accordance with the laws of the State of Connecticut without regard to conflicts of law doctrines and any court action arising out of this Agreement shall be brought in any court of competent jurisdiction within the State of Connecticut.

20. Withholding. All compensation payable hereunder, including salary and other benefits, shall be subject to applicable taxes, withholding and other required, normal or elected employee deductions.

21. Counterparts. This Agreement and any amendment hereto may be executed in one or more counterparts. All of such counterparts shall constitute one and the same agreement and shall become effective when a copy signed by each party has been delivered to the other party.

22. Headings. Section and other headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

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

THE COMPANY

PHOTRONICS, INC.

By: ______________________

Name:
Title:

EXECUTIVE

____

Name: Constantine Macricostas
Address: 5509 Pennock Point Road
Jupiter, FL 33458

EXHIBIT 31.1

I, Peter S. Kirlin, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Photronics, Inc.

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report.

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report.

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ PETER S. KIRLIN

Peter S. Kirlin
Chief Executive Officer
September 9, 2015

EXHIBIT 31.2

I, Sean T. Smith, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Photronics, Inc.

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report.

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report.

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

    a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ SEAN T. SMITH

Sean T. Smith
Chief Financial Officer
September 9, 2015

EXHIBIT 32.1

Section 1350 Certification of the Chief Executive Officer

I, Peter S. Kirlin, Chief Executive Officer of Photronics, Inc. (the "Company"), certify, to my knowledge, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350, that:

(1) The Quarterly Report on Form 10-Q of the Company for the quarter ended August 2, 2015, (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

The foregoing certification is being furnished pursuant to 18 U.S.C. § 1350 and will not be deemed "filed" for purposes of Section 18 of the Exchange Act, or otherwise subject to the liability of that section. Such certification will not be deemed to be incorporated by reference into any filing under the Securities Act or the Exchange Act, except to the extent that the registrant specifically incorporates it by reference.

/s/ PETER S. KIRLIN

Peter S. Kirlin
Chief Executive Officer
September 9, 2015

EXHIBIT 32.2

Section 1350 Certification of the Chief Financial Officer

I, Sean T. Smith, Chief Financial Officer of Photronics, Inc. (the "Company"), certify, to my knowledge, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350, that:

(1) The Quarterly Report on Form 10-Q of the Company for the quarter ended August 2, 2015, (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

The foregoing certification is being furnished pursuant to 18 U.S.C. § 1350 and will not be deemed "filed" for purposes of Section 18 of the Exchange Act, or otherwise subject to the liability of that section. Such certification will not be deemed to be incorporated by reference into any filing under the Securities Act or the Exchange Act, except to the extent that the registrant specifically incorporates it by reference.

/s/ SEAN T. SMITH

Sean T. Smith
Chief Financial Officer
September 9, 2015