

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

08-18-1999

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached
Execution Date
Month Day Year
12/29/1995

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231
REEL: 001944 FRAME: 0571

FORM PTO-1618B
Expires 06/30/99
OMB 0851-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,832,010"/>	<input type="text" value="1,881,325"/>	<input type="text" value="1,845,064"/>
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Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Peter Van Winkle, Reg. No. 36,039

Name of Person Signing

Signature

8/11/99

Date Signed

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS AND
SECURITY AGREEMENT (ASSIGNMENT AGREEMENT)

This ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS AND SECURITY AGREEMENT ("Assignment Agreement"), dated as of December 29, 1995, is made by and between Hughes Aircraft Company, a Delaware corporation ("ASSIGNOR"), Hughes Danbury Optical Systems, Inc. ("SELLER"), and IPEC PRECISION, INC., a Delaware Corporation ("BUYER").

Recitals:

WHEREAS, SELLER, a subsidiary of ASSIGNOR, and BUYER are parties to that Asset Purchase Agreement entered by BUYER and SELLER dated December 29, 1995;

WHEREAS, the obligations of the BUYER to make payments under the Asset Purchase Agreement are conditioned upon, among other things, the execution and delivery by ASSIGNOR and SELLER of title to Purchased Intellectual Property relating to SELLER'S Business Unit;

WHEREAS, this Assignment Agreement is intended to effect such assignment of such title;

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, ASSIGNOR and SELLER agree with BUYER as follows:

1. Defined Terms. In addition to those terms defined elsewhere in this Assignment Agreement, terms defined in the Asset Purchase Agreement shall have their defined meanings when used herein (unless otherwise defined herein) and the following

terms shall have the following meanings, unless the context otherwise requires:

"Assigned Copyrights" means copyrights listed in Schedule C.

"Assigned Patents" means the Patents listed in Schedule A.

"Assigned Trademarks" means the Trademarks listed in Schedule B.

"Collateral" means all of the Patents, Trademarks, Copyrights and DSP listed on Schedules A, B, C and F respectively attached hereto and made a part hereof.

"Copyrights" means all United States copyrights, copyright registrations and applications for copyright registration owned by Assignor; and all rights corresponding thereto throughout the world.

"DSP" means the Drawings, Software and Processes with respect to the Business Unit set forth in Schedule F.

"Event of Default" means (a) failure to cure breach of a payment obligation of BUYER under the Asset Purchase Agreement and this Agreement after six (6) months written notice; or (b) the filing of an action in bankruptcy, or other insolvency of BUYER.

"Intellectual Property" means intellectual property as defined in Section 1 of the Asset Purchase Agreement.

"Net Sales" means the gross sales less returns, discounts, freight and insurance, sales taxes, duties and governmental fees, of 1) any machinery or equipment manufactured and sold by Buyer which uses, embodies or infringes any Purchased Intellectual Property (Covered Equipment), or 2) any Processing Services which use, embody or infringe any Purchased Intellectual Property (Covered Services) sold by Buyer. When Covered Equipment is sold as part of a system, Net Sales shall be determined based on the Net Sales of the Covered Equipment if sold alone in an arm's length transaction. When Covered Services are sold as part

of a group of services, or together with property that is not Covered Equipment (Underlying Property) with respect to which such services have been rendered, Net Sales shall be determined based on the Net Sales of the Covered Services if sold alone in an arm's length transaction without including other services or Underlying Property.

"Patents" means all United States patents and patent applications, now owned or hereafter acquired by ASSIGNOR, including, without limitation, the inventions and improvements described and claimed therein, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof; and (b) all rights corresponding thereto throughout the world.

"Plasma Net Sales" means Net sales of machinery and equipment or Processing Services that embody or use any of the Purchased Intellectual Property acquired by Seller pursuant to the Technology Transfer Agreement.

"Processing Services" means wafer processing services which embody, use, or infringe Purchased Intellectual Property.

"Purchased Intellectual Property" has the meaning as defined in Section 1 of the Asset Purchase Agreement.

"Seller Intellectual Property" means Intellectual Property other than Patents, Trademarks, and Copyrights, and identified in Schedules D and F.

"Sold" and conjugate forms thereof means to transfer title, lease, give or transfer possession or otherwise deliver for value whether by Buyer or a third party authorized by Buyer, but excludes transfers for sales demonstration only.

"Technology Transfer Agreement" means an agreement entered into among Seller, PJT Corporation and others dated December 5, 1995.

"Trademarks" means all United States and state trademarks, trade names, corporate names, company names,

business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, trademark registrations and applications for registration owned by ASSIGNOR together with the goodwill of the business connected with the use of, and symbolized by, the foregoing, and (a) the registration renewals thereof; and (b) all rights corresponding thereto throughout the world.

2. A. Assignment of Patents, Trademarks and Copyrights to Buyer. ASSIGNOR hereby sells, assigns and transfers to BUYER its entire right, title and interest in and to (a) the Patents, patent applications and inventions listed in Schedule A, (b) the Trademarks listed in Schedule B, together with the good will of the business symbolized by said marks, and (c) the Copyrights listed in Schedule C.

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E. SELLER and ASSIGNOR further warrant and covenant that if any material Intellectual Property pertaining to Business Unit has been omitted from Schedules A - D and F, then such Intellectual Property will be added to the Schedules without additional consideration.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first set forth above.

HUGHES AIRCRAFT COMPANY,
ASSIGNOR

IPEC PRECISION, INC.,
BUYER

By: [Signature]

By: [Signature]

Its: authorized signatory

Its: President

Date: _____

Date: _____

HUGHES DANBURY OPTICAL SYSTEMS,
SELLER

INTEGRATED PROCESS EQUIPMENT
CORPORATION

By: [Signature]

By: [Signature]

Its: President

Its: Exec Vice Pres

Date: _____

Date: _____

SCHEDULE A

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS AND SECURITY AGREEMENT (ASSIGNMENT AGREEMENT)

DOCKET NUMBER	PATENT NUMBER	SERIAL NUMBER	ISSUED DATE	FILING DATE	OTHER	TITLE/COUNTRY
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<u>DOCKET NUMBER</u>	<u>PATENT NUMBER</u>	<u>SERIAL NUMBER</u>	<u>ISSUED DATE</u>	<u>FILING DATE</u>	<u>OTHER</u>	<u>TITLE/COUNTRY</u>
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SCHEDULE B

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>STATUS</u>
ACUTHIN (Cl. 9, Semiconductor wafers)	1,832,010 registered 4/19/84 United States	Section 8 affidavits due 4/19/2000
ACUTHIN & Design (Cl. 9, Semiconductor wafers)	1,881,325 registered 2/28/95 United States :	Section 8 affidavits due 2/28/2001
{Wand Design} (Cl. 9, Semiconductor wafers)	⁰⁶⁴ 1,845,064 registered 7/12/84 United States	Section 8 affidavits due 7/12/2000
ACUTHIN (Cl. 9, Semiconductor wafers)	10 385 registered 3/20/93 Vietnam	Use required by 3/20/98 Renewal due 3/20/2003

Schedule B to ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS AND SECURITY AGREEMENT (ASSIGNMENT AGREEMENT)

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SCHEDULE C

ASSIGNMENT OF INTELLECTUAL PROPERTY AND SECURITY AGREEMENT

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SCHEDULE D

AGREEMENTS

1. LICENSES GRANTED TO HDOS FOR THE BUSINESS UNIT

Title

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