

14,16
2/19/00

03-16-2000

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



101291137

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

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

Merger Effective Date
Month Day Year

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

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

03/15/2000 BCOATES 00000149 75414916

01 FC:481 40.00 OP
02 FC:482 150.00 OP

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: 002034 FRAME: 0462

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)

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.

Sebastian Camua

2/10/00

Name of Person Signing

Signature

Date Signed

PATENT AND TRADEMARK SECURITY AGREEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of January 14, 2000, is entered into between **AKRION LLC**, a Delaware Limited Liability Company ("Grantor"), which has a mailing address at 6330 Hedgewood Drive, Allentown, Pennsylvania 18106, and **GREYROCK CAPITAL**, a Division of Banc of America Commercial Finance Corporation ("Greyrock"), which has a mailing address at 10880 Wilshire Blvd., Suite 1850, Los Angeles, CA 90024.

RECITALS

A. Grantor and Greyrock are, contemporaneously herewith, entering into that certain Loan and Security Agreement ("Loan Agreement") and other instruments, documents and agreements contemplated thereby or related thereto (collectively, together with the Loan Agreement, the "Loan Documents"); and

B. Grantor is the owner of certain intellectual property, identified below, in which Grantor is granting a security interest to Greyrock pursuant to this Agreement and the Loan Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants, conditions, representations, and warranties hereinafter set forth and for other good and valuable consideration, the parties hereto mutually agree as follows:

1. DEFINITIONS AND CONSTRUCTION.

1.1 Definitions. The following terms, as used in this Agreement, have the following meanings:

"Code" means the California Uniform Commercial Code, as amended and supplemented from time to time, and any successor statute.

"Collateral" means all of the following, whether now owned or hereafter acquired:

(i) Each of the trademarks and rights and interest which are capable of being protected as trademarks (including trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles, and other source or business identifiers, and applications pertaining thereto), which are presently, or in the future may be, owned, created, acquired, or used (whether pursuant to a license or otherwise) by Grantor, in whole or in part, and all trademark rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such trademarks and trademark rights;

(ii) Each of the patents and patent applications which are presently, or in the future may be, owned, issued, acquired, or used (whether pursuant to a license or otherwise) by Grantor, in whole or in part, and all patent rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), foreign filing rights, and rights to extend such patents and patent rights;

(iii) All of Grantor's right to the trademark registrations and trademark applications listed on Exhibit A attached hereto, as the same may be updated hereafter from time to time;

(iv) All of Grantor's right, title, and interest, in and to the patents and patent applications listed on Exhibit B attached hereto, as the same may be updated hereafter from time to time;

(v) All of Grantor's right, title and interest to register trademark claims under any state or federal trademark law or regulation of any foreign country and to apply for, renew, and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Grantor or in the name of Greyrock for past, present, and future infringements of the trademarks, registrations, or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(vi) All of Grantor's right, title, and interest in all patentable inventions, and to file applications for patent under federal patent law or regulation of any foreign country, and to request reexamination and/or reissue of the patents, the right (without obligation) to sue or bring interference proceedings in the name of Grantor or in the name of Greyrock for past, present, and future infringements of the patents, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(vii) the entire goodwill of or associated with the businesses now or hereafter conducted by Grantor connected with and symbolized by any of the aforementioned properties and assets;

(viii) All general intangibles relating to the foregoing and all other intangible intellectual or other similar property of the Grantor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(ix) All products and proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

*

***(x) Notwithstanding anything to the contrary contained in this definition of "Collateral", Collateral shall not include any (1) trademark license under which Grantor is a licensee, to the extent that, and only so long as: (a) the granting of a security interest therein is prohibited by or would constitute a default under such license, and (b) such prohibition is enforceable under applicable law, or (2) patent license under which Grantor is a licensee, to the extent that, and only so long as: (a) such license is listed on Exhibit C hereto (or, if arising in the future, in a written notice provided by Grantor to Greyrock) as excluded from the Collateral, (b) the granting of a security interest therein is prohibited by or would constitute a default under such license and (c) such prohibition is enforceable under applicable law. Notwithstanding the foregoing, once an asset is included in Greyrock's security**

interest as "Collateral" the foregoing is not meant to have the effect of later excluding said asset from being considered Collateral upon any change in the status of said asset. For example, a patent license which is not excluded by the foregoing because the license does not prohibit Grantor from granting a security interest therein, shall not later become excluded by any subsequent amendment of the license to prohibit the granting of a security interest in such license.

"Obligations" means all obligations, liabilities, and indebtedness of Grantor to Greyrock, whether direct, indirect, liquidated, or contingent, and whether arising under this Agreement, the Loan Agreement, any other of the Loan Documents, or otherwise, including all costs and expenses described in Section 9.8 hereof.

1.2 Construction. Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, and the term "including" is not limiting. The words "hereof," "herein," "hereby," "hereunder," and other similar terms refer to this Agreement as a whole and not to any particular provision of this Agreement. Any initially capitalized terms used but not defined herein shall have the meaning set forth in the Loan Agreement. Any reference herein to any of the Loan Documents includes any and all alterations, amendments, extensions, modifications, renewals, or supplements thereto or thereof, as applicable. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against Greyrock or Grantor, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by Grantor, Greyrock, and their respective counsel, and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of Greyrock and Grantor. Headings have been set forth herein for convenience only, and shall not be used in the construction of this Agreement.

2. GRANT OF SECURITY INTEREST.

To secure the payment and performance of all of the Obligations, and without limiting any other security interest Grantor has granted to Greyrock, Grantor hereby grants, assigns, and conveys to Greyrock a security interest in all of Grantor's entire right, title, and interest in and to the Collateral.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Grantor hereby represents, warrants, and covenants that:

3.1 Trademarks; Patents. A true and complete schedule setting forth all * ~~federal and state~~ trademark registrations and trademark applications owned or controlled by Grantor or licensed to Grantor, together with a summary description and full information in respect of the filing or issuance thereof is set forth on Exhibit A; and a true and complete schedule setting forth all * patents and patent applications ** owned or controlled by Grantor or licensed to Grantor, together with a summary description and full information in respect of the filing or issuance thereof is set forth on Exhibit B.

*United States

**and, to Grantor's knowledge, any other patents and patent applications,

3.2 Validity; Enforceability. Each of the patents and trademarks * is valid and enforceable, and Grantor is not presently aware of any past, present, or prospective claim by any third party that any of the patents or trademarks are invalid or unenforceable, or that the use of any patents or trademarks violates the rights of any third person, or of any basis for any such claims.

***set forth on Exhibits A and B hereto is subsisting and, to the knowledge of the Grantor,**

3.3 Title. Grantor is the sole and exclusive owner of the entire right, title, and interest in and to each of the patents, patent applications, trademarks, and trademark registrations *, free and clear of any liens, charges, and encumbrances, including pledges, assignments, licenses, shop rights, and covenants by Grantor not to sue third persons **.

***set forth on Exhibits A and B hereto**

**** , but excluding Permitted Liens (as defined in the Loan Agreement) and the licenses set forth on Exhibit C hereto.**

3.4 Notice. Grantor has used and will continue to use proper statutory notice in connection with its use of each of the patents and trademarks *.

***set forth on Exhibits A and B hereto**

3.5 Quality. Grantor has used and will continue to use adequate standards of quality (which may be consistent with Grantor's past practices) in the manufacture, sale, and delivery of products and services sold or delivered under or in connection with the trademarks.

3.6 Perfection of Security Interest. Except for the filing of financing statements in the appropriate governmental offices and filings with the United States Patent and Trademark Office necessary to perfect the security interests created hereunder, no authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either for the grant by Grantor of the security interest hereunder or for the execution, delivery, or performance of this Agreement by Grantor or for the perfection of or the exercise by Greyrock of its rights hereunder to the Collateral in the United States.

4. AFTER-ACQUIRED PATENT OR TRADEMARK RIGHTS.

If Grantor shall obtain rights to any new trademarks, any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Greyrock with respect to any such new trademarks or patents. Grantor shall bear any expenses incurred in connection with future patent applications or trademark registrations. Without limiting Grantor's obligation under this Section 4, Grantor authorizes Greyrock to modify this Agreement by amending Exhibits A or B to include any such new patent or trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Exhibits A or B shall in any way affect, invalidate or detract from Greyrock's continuing security interest in all Collateral, whether or not listed on Exhibit A or B.

5. LITIGATION AND PROCEEDINGS.

Grantor shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and its own expense, such suits, administrative proceedings, or other

action for infringement or other damages as are in its reasonable business judgment necessary to protect * ~~the Collateral~~. Grantor shall provide to Greyrock any information with respect thereto requested by Greyrock. Greyrock shall provide at Grantor's expense all necessary cooperation in connection with any such suits, proceedings, or action, including, without limitation, joining as a necessary party. Following Grantor's becoming aware thereof, Grantor shall notify Greyrock of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office, or any United States, state, or foreign court regarding Grantor's claim of ownership in any of the patents or trademarks, its right to apply for the same, or its right to keep and maintain such patent or trademark rights **.

***any and all items of Collateral which are of material value**

**** , to the extent Grantor has knowledge (or should have knowledge using reasonable diligence) thereof**

6. POWER OF ATTORNEY.

Grantor hereby appoints Greyrock as Grantor's true and lawful attorney, with full power of substitution, to do any or all of the following, in the name, place and stead of Grantor: (a) file this Agreement (or an abstract hereof) or any other document describing Greyrock's interest in the Collateral with the United States Patent and Trademark Office; (b) execute any modification of this Agreement pursuant to Section 4 of this Agreement; (c) take any action and execute any instrument which Greyrock may deem necessary or advisable to accomplish the purposes of this Agreement; and (d) following an Event of Default (as defined in the Loan Agreement) *, (i) endorse Grantor's name on all applications, documents, papers and instruments necessary for Greyrock to use or maintain the Collateral; (ii) ask, demand, collect, sue for, recover, impound, receive, and give acquittance and receipts for money due or to become due under or in respect of any of the Collateral; (iii) file any claims or take any action or institute any proceedings that Greyrock may deem necessary or desirable for the collection of any of the Collateral or otherwise enforce Greyrock's rights with respect to any of the Collateral, and (iv) assign, pledge, convey, or otherwise transfer title in or dispose of the Collateral to any person.

***and during its continuance**

7. RIGHT TO INSPECT.

Grantor grants to Greyrock and its employees and agents the right to visit Grantor's plants and facilities which manufacture, inspect, or store products sold under any of the patents or trademarks, and to inspect the products and quality control records relating thereto at reasonable times * ~~during regular business hours~~.

***on one business day's notice**

8. SPECIFIC REMEDIES.

Upon the occurrence * of any Event of Default (as defined in the Loan Agreement), Greyrock shall have, in addition to, other rights given by law or in this Agreement, the Loan Agreement, or in any other Loan Document, all of the rights and remedies with respect to the Collateral of a secured party under the Code, including the following:

***and during the continuance**

8.1 Notification. Greyrock may notify licensees to make royalty payments on license agreements directly to Greyrock;

8.2 Sale. Greyrock may sell or assign the Collateral and associated goodwill at public or private sale for such amounts, and at such time or times as Greyrock deems * ~~advisable~~. Any requirement of reasonable notice of any disposition of the Collateral shall be satisfied if such notice is sent to Grantor ** ~~five (5)~~ days prior to such disposition. Grantor shall be credited with the net proceeds of such sale only when they are actually received by Greyrock, and Grantor shall continue to be liable for any deficiency remaining after the Collateral is sold or collected. If the sale is to be a public sale, Greyrock shall also give notice of the time and place by publishing a notice one time at least ** ~~five (5)~~ days before the date of the sale in a newspaper of general circulation in the county in which the sale is to be held. To the maximum extent permitted by applicable law, Greyrock may be the purchaser of any or all of the Collateral and associated goodwill at any public sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any public sale, to use and apply all or any part of the Obligations as a credit on account of the purchase price of any collateral payable by Greyrock at such sale.

***commercially reasonable**

****seven (7)**

9. GENERAL PROVISIONS.

9.1 Effectiveness. This Agreement shall be binding and deemed effective when executed by Grantor and Greyrock.

9.2 Notices. Except to the extent otherwise provided herein, all notices, demands, and requests that either party is required or elects to give to the other shall be in writing and shall be governed by the notice provisions of the Loan Agreement.

9.3 No Waiver. No course of dealing between Grantor and Greyrock, nor any failure to exercise nor any delay in exercising, on the part of Greyrock, any right, power, or privilege under this Agreement or under the Loan Agreement or any other agreement, shall operate as a waiver. No single or partial exercise of any right, power, or privilege under this Agreement or under the Loan Agreement or any other agreement by Greyrock shall preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege by Greyrock.

9.4 Rights Are Cumulative. All of Greyrock's rights and remedies with respect to the Collateral whether established by this Agreement, the Loan Agreement, or any other documents or agreements, or by law shall be cumulative and may be exercised concurrently or in any order.

9.5 Successors. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties; provided that Grantor may not transfer any of the Collateral or any rights hereunder, without the prior written consent of Greyrock, except as specifically permitted hereby*.

***, and any prohibited assignment shall be void. No consent by Greyrock to any assignment shall release Grantor from its liability for the Obligations.**

9.6 Severability. The provisions of this Agreement are severable. If any provision of this Agreement is held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such provision, or part thereof, in such jurisdiction, and shall not in any manner affect such provision or part thereof in any other jurisdiction, or any other provision of this Agreement in any jurisdiction.

9.7 Entire Agreement. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 4 of this Agreement. To the extent that any provision of this Agreement conflicts with any provision of the Loan Agreement, the provision giving Greyrock greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Greyrock under the Loan Agreement. This Agreement, the Loan Agreement, and the documents relating thereto comprise the entire agreement of the parties with respect to the matters addressed in this Agreement.

9.8 Fees and Expenses. Grantor shall pay to Greyrock on demand all costs and expenses that Greyrock pays or incurs in connection with the negotiation, preparation, consummation, administration, enforcement, and termination of this Agreement, including: (a) reasonable attorneys' and paralegals' fees and disbursements of counsel to Greyrock; (b) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) for any amendment, supplement, waiver, consent, or subsequent closing in connection with this Agreement and the transactions contemplated hereby; (c) costs and expenses of lien and title searches; (d) taxes, fees, and other charges for filing this Agreement at the United States Patent and Trademark Office, or for filing financing statements, and continuations, and other actions to perfect, protect, and continue the security interest created hereunder; (e) sums paid or incurred to pay any amount or take any action required of Grantor under this Agreement that Grantor fails to pay or take; (f) costs and expenses of preserving and protecting the Collateral; and (g) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) paid or incurred to enforce the security interest created hereunder, sell or otherwise realize upon the Collateral, and otherwise enforce the provisions of this Agreement, or to defend any claims made or threatened against the Greyrock arising out of the transactions contemplated hereby (including preparations for the consultations concerning any such matters). The foregoing shall not be construed to limit any other provisions of this Agreement or the Loan Documents regarding costs and expenses to be paid by Grantor. The parties agree that reasonable attorneys' and paralegals' fees and costs incurred in enforcing any judgment are recoverable as a separate item in addition to fees and costs incurred in obtaining the judgment and that the recovery of such attorneys' and paralegals' fees and costs is intended to survive any judgment, and is not to be deemed merged into any judgment.

9.9 Indemnity. Grantor shall protect, defend, indemnify, and hold harmless Greyrock and Greyrock's assigns from all liabilities, losses, and costs (including without limitation reasonable attorneys' fees) incurred or imposed on Greyrock relating to the matters in this Agreement *.

***to the same extent, and subject to the same limitations, as set forth in the Loan Agreement**

9.10 Further Assurances. At Greyrock's request, Grantor shall execute and deliver to Greyrock any further instruments or documentation, and perform any acts, that may be reasonably necessary or appropriate to implement this Agreement, the Loan Agreement or any other agreement, and the documents relating thereto, including without limitation any instrument or documentation reasonably necessary or appropriate to create, maintain, perfect, or effectuate Greyrock's security interests in the Collateral.

9.11 Release. At such time as Grantor shall completely satisfy all of the Obligations and the Loan Agreement shall be terminated, Greyrock shall execute and deliver to Grantor all assignments and other instruments as may be reasonably necessary or proper to terminate Greyrock's security interest in the Collateral, subject to any disposition of the Collateral which may have been made by Greyrock pursuant to this Agreement. For the purpose of this Agreement, the Obligations shall be deemed to continue if Grantor enters into any bankruptcy or similar proceeding at a time when any amount paid to Greyrock could be ordered to be repaid as a preference or pursuant to a similar theory, and shall continue until it is finally determined that no such repayment can be ordered.

9.12 Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of California, excluding its conflict of law rules to the extent such rules would apply the law of another jurisdiction, and the United States. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state and federal courts located in the County of Los Angeles, State of California or, at the sole option of Greyrock, in any other court in which Greyrock shall initiate legal or equitable proceedings and which has subject matter jurisdiction over the matter in controversy. each of Grantor and Greyrock waives, to the extent permitted under applicable law, any right they may have to assert the doctrine of forum non conveniens or to object to venue to the extent any proceeding is brought in accordance with this Section.


9.13 Waiver of Right to Jury Trial. GREYROCK AND GRANTOR EACH HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO: (I) THIS AGREEMENT; OR (II) ANY OTHER PRESENT OR FUTURE INSTRUMENT OR AGREEMENT BETWEEN GREYROCK AND GRANTOR; OR (III) ANY CONDUCT, ACTS OR OMISSIONS OF GREYROCK OR GRANTOR OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS OR ANY OTHER PERSONS AFFILIATED WITH GREYROCK OR GRANTOR; IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

GREYROCK CAPITAL, a Division of Banc
of America Commercial Finance Corporation

AKRION LLC

By 
Title STEPHANIE WEIL
VICE PRESIDENT

By 
Title V-P Finance & CEO

Greyrock/Akron/Patent & Trademark Agmt-6

Exhibit "A"**REGISTERED TRADEMARKS**

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration No.</u>
SUBMICRON	10/21/97	2,106,537
SubMicron (stylized)	4/29/97	2,057,179
SUBMICRON	Reg. Date 5/29/90	1,598,327
GAMMA-1	Filed 2/28/94	1,953,666
AKRION	Filed 1/17/98	75/414,916 Status: Notice of Allowance 3/16/99

PENDING AND OTHER TRADEMARKS

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration No.</u>
SUBMICRON	Filed 5/9/96	App. #75/101,715
DIO3	n/a	Unregistered Trademark
ICE-1	n/a	Unregistered Trademark
PRIMAXX2P ¹	Filed 4/3/97	75/269,169
PRIMAXX ¹	6/17/97	2,072,092

These trademarks were assigned by SubMicron Systems, Inc. to Primaxx Acquisition Corp. pursuant to a Trademark Assignment dated October 14, 1998. Documentation has not been obtained evidencing that such trademark assignments were filed and recorded with the United States Patent and Trademark Office.

Exhibit "B"US REGISTERED PATENTS

<u>Description/Title</u>	<u>Issue Date</u>	<u>Patent No.</u>
Sparger Plate for Ozone Gas Diffusion	1/21/92	5,082,518
Wafer Carrier Holder for Wafer Carriers	3/31/92	5,100,190
Wafer Carrier Holder for Wafer Carriers	9/22/92	5,149,158
Cluster Tool Dry Cleaning	7/20/93	5,228,206
Process for Etching Oxide Films in a Sealed Photo Chemical Reactor	8/10/93	5,234,540
Megasonic Cleaning System	9/28/93	5,247,954
High Temperature Ceramic Nut	7/26/94	5,332,271 ²
Chemical Processing System for Maintaining Concentration of Semiconductor Processing Solution	8/1/95	5,437,710
High Temperature Ceramic Nut	10/3/95	5,454,677
Megasonic Cleaning System	4/29/97	5,625,249
Industrial Robot Safety Device that shuts down operation in response to variation in tension of a rope	9/15/98	5,807,408

US PATENT APPLICATIONS

<u>Description</u>	<u>Filing Date</u>	<u>Serial No.</u>
Method and Apparatus for Cleaning Semiconductor Wafers in Fluid	n/a	Application being prepared
Method and Apparatus for Cleaning Semiconductor Wafers in Fluid	n/a	Application being prepared

JAPAN PATENT APPLICATIONS

<u>Description</u>	<u>Filing Date</u>	<u>Serial No.</u>
Cluster Tool Dry Cleaning	Laid-Open Application 11/16/93	Application No. 936157
Process for Etching Oxide Films in a Sealed Photo Chemical Reactor	Laid-Open Application 1/28/94	Application No. 93101531
Megasonic Cleaning System	Laid-Open Application 8/30/94	Application No. 92302552
High Temperature Ceramic Nut	Laid-Open Application 10/2/92	Application No. 92265177
Chemical Processing System for Maintaining Concentration of Semiconductor Processing Solution	Laid-Open Application 8/24/93	Application No. 92302551

The records of the United States Patent and Trademark Office ("PTO") indicate that on October 6, 1998 the PTO deemed this patent to be expired due to Sumbicron Systems Corporation ("Sellers") failure to pay a required maintenance fee. However, the maintenance fee was in fact paid by the Sellers in a timely manner on January 20, 1998. As of August 31, 1999, Sellers were in process of petitioning the PTO to remedy this clerical error.

Exhibit "C"

Trademark licenses excluded from the definition of "Collateral" pursuant to Subsection "x" of the Patent and Trademark Security Agreement:

None