

05-16-2000



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TRADEMARKS ONE

U.S. Patent & TMO/TM Mail RcptDt. #57

Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies):</p> <p>Fluoroware, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation - State of Minnesota  <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <u>Asyst Technologies, Inc.</u></p> <p>Address: <u>48761 Kato Road</u>  <u>Fremont, California 94538</u></p> <p><input type="checkbox"/> Individual(s) Citizenship _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____  <input type="checkbox"/> Limited Partnership _____  <input checked="" type="checkbox"/> Corporation - State of California  <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No          (Designation must be a separate document from Assignment.)          Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name  <input checked="" type="checkbox"/> Other <u>Asset Transfer Agreement</u></p> <p>Execution Date: <u>February 12, 1998</u></p>	

4. Application number(s) or registration number(s):

<p>A. Trademark Application No.(s)</p>	<p>B. Trademark Registration No.(s)</p> <p><b>1,807,129</b></p>
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Additional numbers attached?  Yes  No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Mark E. Miller, Esq</u></p> <p>Address: <u>Fliesler, Dubb, Meyer &amp; Lovejoy LLP</u>  <u>Four Embarcadero Center, Suite 400</u>  <u>San Francisco, CA 94111</u></p> <p>Telephone: <u>(415) 362-3800</u></p>	<p>6. Total Number of applications and registrations involved: <u>1</u></p> <p>(\$40 first mark per document; \$25 second and subsequent marks in same document.)</p> <p>7. Total fee (37 CFR 3.41).....\$ <u>40.00</u></p> <p><input checked="" type="checkbox"/> Check Enclosed</p> <p>8. <input checked="" type="checkbox"/> Authorized to charge any additional fees or credit any overpayment to Deposit Account No. 06-1325. (A duplicate copy of this authorization is <u>not</u> enclosed.)</p>
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9. 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.*

Mark E. Miller  
 Attorney or Agent  
 Reg. No. 31,401

Mark E. Miller  
 Signature

April 16, 2000  
 Date

10. Total number of pages comprising cover sheet: 1

## Asset Transfer Agreement

This Asset Transfer Agreement, dated February 12, 1998 is made between Fluoroware, Inc. ("*Seller*"), a Minnesota corporation doing business at 3500 Lyman Boulevard, Chaska, MN 55318, and Asyst Technologies, Inc. ("*Buyer*"), a California corporation doing business at 48761 Kato Road, Fremont, CA 94538.

### RECITALS

A. Seller is engaged in the businesses of designing, developing, manufacturing and distributing hardware and software products that facilitate the semiconductor manufacturing and handling process.

B. BUYER desires to buy, and Seller desires to sell to BUYER, all assets of Seller which are related to Seller's FluoroTrac product line on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the agreements, covenants and conditions contained herein, the parties hereto agree as follows:

1. Definitions. For purposes of this Agreement the following terms have the following meanings:

1.01 "Closing" means the closing described in Section 3.01 below at which time the purchase and sale of the Purchased Assets will take place.

1.02 "Closing Date" means the date on which the Closing occurs.

1.03 "Contracts" means those contracts (including licenses) of Seller set forth on Schedule C which are necessary or useful in the operation of the FluoroTrac business, which will be transferred to Buyer at Buyer's election by separate notice pursuant to Section 2.02..

1.04 "Disclosure Schedule" means Schedule D to this Agreement, as described in Section 5 below.

1.05 "Intangible Assets" means the intangible assets as described on Schedule B below, the Transferred Technology and all Intellectual Property Rights in the Purchased Assets and the Transferred Technology.

1.06 "Key Employees" means the employees of Seller listed on Schedule F below.

1.07 "Purchase Price" means the purchase price paid to Seller for the Purchased Assets as specified in Section 3.02 below.

1.08 "Purchased Assets" means the Tangible Assets, the Intangible Assets, the Contracts and all other assets of Seller used in the development, manufacture, sale, service or repair of the Products, except for the Excluded Assets.

1.09 "Products" means all those products of Seller identified on Schedule K to this Agreement, as well as any predecessor and successor products and work in progress pertaining to Seller's FluoroTrac product line.

1.10 "Tangible Assets" means the assets of Seller set forth on Schedule A below.

1.11 "Excluded Assets" means the assets of Seller set forth on Schedule J below.

1.12 "Intellectual Property Rights" means rights associated with the Purchased Assets or the Transferred Technology, (or, as the context requires, rights of third parties), including patent rights (including but not limited to rights in patent applications or disclosures and rights of priority as well as the specific patents described in Schedule I), copyright rights (including but not limited to rights in audiovisual works and "moral rights"), trade secret rights, trade and service marks and any other intellectual property rights recognized by the law of each applicable jurisdiction. "Moral rights" means any right to claim authorship of a work, any right to object to any distortion or other modification of a work, and any similar right, existing under the law of any country in the world, or under any treaty.

1.13 "Transferred Technology" means all technology and know how necessary or used in the design, development, operation, manufacture, marketing, distribution, license, sale, service or repair of the Products, including any modifications and enhancements of such technology, other than a "*Third Party Intangible*". The Transferred Technology includes all inventions, designs, algorithms, schematics, diagrams, techniques, works of authorship, mask works and other forms of technology in all embodiments thereof. To the extent owned or controlled by Seller, software elements of the technology will include the source and object code versions and related documentation. The "Third Party Intangibles" are all technology and related Intellectual Property Rights of third parties necessary or used in the design, development, operation, manufacture, marketing, distribution, license, sale service or repair of the Products as identified in Schedule 1.13 to this Agreement.

1.14 "Site" means that portion of Seller's Chaska facilities which are subject to the facilities agreement referred to in Section 13.04 below.

## 2. Purchase and Sale

2.01 Agreement to Purchase and Sell. Subject to the terms and conditions set forth herein, Seller hereby agrees to sell, convey, assign, transfer and deliver to BUYER, and BUYER hereby agrees to purchase and accept from Seller, on the Closing Date, all right, title and interest in and to the Purchased Assets.

2.02 Transfer of Purchased Assets. On or before the Closing Date, Seller will transfer and deliver the Purchased Assets to BUYER at the Site in a commercially reasonable manner at Seller's expense, or such other locations and times and by such means as are reasonably agreed by the parties. All Purchased Assets will be in good working order upon delivery. After the date of this Agreement and prior to the Closing Date, Buyer will determine which contracts listed on Schedule C it elects to have transferred to Buyer and will so notify Seller in writing.

2.03 Further Action. Seller will take such further action as may be reasonably requested by BUYER to transfer the Purchased Assets, including the execution of additional instruments of transfer (e.g., the formal assignment of the patents referred to in Schedule K with the PTO). Additionally, Seller, as necessary, will facilitate the transfer of the Contracts to BUYER and such other agreements related to the Purchased Assets as may be reasonably specified by BUYER. BUYER shall prepare all documentation contemplated by this Section 2.03 and tender them to Seller for approval, prompt execution and return. Seller will not unreasonably withhold, delay or condition its approval of such documentation.

2.04 No Assumption of Liability. Provided that all of Seller's rights under the Contracts have been properly assigned to BUYER in accordance with the Contracts' terms, and provided further that the Contracts are not in breach and that there is no basis for such breach as of the Closing Date, BUYER shall assume Seller's express, prospective obligations under the Contracts and the other specific liabilities listed in Schedule E below and the Allocation Schedules (Schedule M) only. Except as set forth above, BUYER is not assuming any of the obligations or liabilities of Seller by reason of its acquisition of the Purchased Assets hereunder and Seller will remain fully liable for its obligations. BUYER will not, by the execution, delivery and performance for this Agreement or otherwise, assume or otherwise become responsible for any liability or obligation of any nature of Seller, arising before the Closing including without limitation: (i) any tax liabilities related to the Purchased Assets; (ii) any taxes, wage claims or liabilities for employment-related contributions or liabilities; (iii) any liabilities arising from a failure to properly withhold from employees or a failure to file required tax returns or reports with respect to employees and/or consultants, or (iv) any compensation or benefits to which the Seller's employees are entitled from Seller (collectively referred to below as "Pre-Closing Risks") and, with the exception of claims relating to Intellectual Property Rights, Seller will indemnify BUYER from all claims related to such Pre-Closing Risks.

REDACTED

REDACTED

REDACTED

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

BUYER

By: 

Name: Douglas J. McCutcheon  
Title: Senior Vice President  
Chief Financial Officer  
Avyst Technologies, Inc.

Seller

By: 

Name: James D. Walker  
Title: Exec. L. ?

SCHEDULES TO ASSET PURCHASE AGREEMENT

Schedule B

Intangible Assets

**REDACTED**

SCHEDULE B

INTANGIBLE ASSETS

All goodwill associated with the FluoroTrac Product line.

All trade and service marks associated with the Products.

All copyrights associated with the Transferred Technology and Products.

The patents referred to in Schedule I.

Any claim, cause of action, or right of offset with respect to (I) any Contract assumed by Buyer by notice or as set forth in the Allocation Tables, and (II) any infringement of the Intellectual Property Rights or misappropriation of any portion of the Transferred Technology.