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11-07-2000

Docket No.:

23058.2



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To the Honorable Commissioner of Patents and

101507273

original documents or copy thereof.

1. Name of conveying party(ies):

XMR, INC.

10-20-00

- Individual(s)
- General Partnership
- Corporation-State CALIFORNIA
- Other William H. Broach, Trustee in Bankruptcy

Additional names(s) of conveying party(ies)  Yes  No

2. Name and address of receiving party(ies):

Name: SUMITOMO HEAVY INDUSTRIES, LTD.

Internal Address:

Street Address: 9-11 Kitashinagawa, 5-chome

City: Tokyo 141-8686 JAPAN State: ZIP:

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership

Corporation-State JAPAN

Other

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: May 25, 2000

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,387,334	2,006,041
Issued	Issued
3-25-86	10-8-96

Additional numbers  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Caroline H. Mead, Esq.

Internal Address:

Street Address: Squire, Sanders & Dempsey, L.L.P.

One Maritime Plaza, Suite 300

City: San Francisco State: CA ZIP: 94111

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

07-1850

11/07/2000 MTHAI1 00000010 071850 1387334

DO NOT USE THIS SPACE

01 FC:481 40.00 CH  
02 FC:482 25.00 CH

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.

Mary Dougherty

Name of Person Signing

Signature

October 20, 2000

Date

Total number of pages including cover sheet, attachments, and

7

TRADEMARK

REEL: 002168 FRAME: 0260

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Trademark Registration of

SUMITOMO HEAVY  
INDUSTRIES, LTD.

Reg. No.: 1,387,334

Reg. Date: March 25, 1986

International Class: 9

Mark: **XMR**

**APPOINTMENT OF DOMESTIC  
REPRESENTATIVE**

Box Assignment  
Director – U.S. Patent and Trademark Office  
Washington, D.C. 20231

**APPOINTMENT OF DOMESTIC REPRESENTATIVE**

**UNDER 37 C.F.R. SECTION 2.24**

SQUIRE, SANDERS & DEMPSEY L.L.P., whose postal address is One  
Maritime Plaza, Suite 300, San Francisco, California 94111, is hereby designated  
Registrant by Assignment's domestic representative upon whom notices of process  
in proceedings affecting the mark may be served.

SUMITOMO HEAVY INDUSTRIES, LTD.

DATED: 10/10/2000

By: Hiroyasu Taniguchi

Hiroyasu Taniguchi  
Its: Senior Executive Vice President

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I hereby certify that this correspondence is being deposited with the United States Postal Service as Express Mail in an envelope addressed to:  
Box Assignment  
Director – U.S. Patent and Trademark Office  
Washington, D.C. 20231, on October 20, 2000:

Tito Sama-Borbón

Signed: 

Dated: October 20, 2000

Express Mail No. EL289917176US

Caroline H. Mead, Esq.  
SQUIRE, SANDERS & DEMPSEY L.L.P.  
One Maritime Plaza  
Suite 300  
San Francisco, CA 94111

Tel: (415) 954-0200

## ASSIGNMENT

*Name of Assignor* XMR, Inc.  
*State of incorporation of Assignor* California  
*Address of Assignor* 47281 Bayside Parkway, Fremont, CA 94538

For good and valuable consideration receipt of which is hereby acknowledged, the undersigned agree(s) to assign, and hereby do(es) assign, transfer and set over to:

*Name of Assignee* Sumitomo Heavy Industries, Ltd.  
*State of incorporation of Assignee* Japan  
*Address of Assignee* 9-11, Kitashinagawa, 5-chome Shinagawa-ku, Tokyo 141-8686, Japan  
 (hereinafter designated as the Assignee)

In the right, title and interest in the intellectual property of any kind owned by the Assignor and arising under the law of any country or jurisdiction (the "Intellectual Property Rights"), including, without limitation:

(a) All patents, patent rights and patent applications, and all divisions, reissues, substitutions, continuations, continuations in part and extensions thereof, including the following:

U.S. Patent No. 4,733,944	Issued: 3/29/88	Optical Beam Integration System
U.S. Patent No. 4,758,533	Issued: 7/19/88	Laser Planarization of Nonrefractory Metal During Integrated Circuit Fabrication
U.S. Patent Appl. No. 09/178,567	Filed: 3/8/99	Method and System For Nondestructive Layer Defect Detection
U.S. Patent Appl. No. 09/264,329	Filed: 3/8/99	Excimer Laser with Improved Window Mount

- (b) All copyrights, copyright registrations and applications therefor;
- (c) All trademarks, service marks and other marks, trade names, domain names, logos, trade dress, and other trade rights, whether or not registered and all applications and registrations therefor; and
- (d) All trade secret rights or similar rights with respect to the protection of proprietary information.

1. The undersigned agrees to assign, and hereby do(es) sell, assign, transfer and convey to the Assignee all proprietary technology owned or possessed by Assignor, or covered by any Intellectual Property Rights, including all know-how, inventions, discoveries, designs, processes, formulae, software, customer or business information and specifications.
2. The undersigned agrees to assign, and hereby do(es) sell, assign, transfer and convey to the Assignee all rights of Assignor under any agreements with third parties related to any of the foregoing, or pursuant to which Assignor is a licensee of any intellectual property right.
3. The undersigned agrees to assign, and hereby do(es) sell, assign, transfer and convey to the Assignee all goodwill of Assignor's business associated with any Assignor trademark or service mark.
4. The undersigned agrees to assign, and hereby do(es) sell, assign, transfer and convey to the Assignee all claims, causes of action or indemnity rights of Assignor relating to any of the foregoing, including claims and causes of action for present and past infringement or misappropriation of any of the Intellectual Property Rights by any party.
5. The undersigned agrees to assign, and hereby do(es) sell, assign, transfer and convey to the Assignee all documentation, files or other materials prepared by or for Assignor and associated in any way with any of the foregoing, including any files held by any legal counsel for Assignor.
6. The undersigned hereby authorize(s) and request(s) the Commissioner of Patents and the duly constituted authorities of foreign countries to issue any and all Letters Patents resulting from said application or any division or divisions or continuing or reissue applications thereof to the said Assignee, its successors and assigns, as Assignee of the entire right, title and interest, and hereby covenants that he has (they have) full right to convey the entire interest herein assigned, and that he has (they have) not executed and will not execute, any agreement in conflict herewith.
7. The undersigned hereby grant(s)

David L. Fehrman, Reg. No. 28,600; David L. Henty, Reg. No. 31,323; William J. Robinson, Reg. No. 29,430; Stuart L. Merkadeau, Reg. No. 33,262; David B. Abel Reg. No. 32,394; Hisako Muramatsu, Reg. No. 34,955; Vincent J. Belusko, Reg. No. 30,820; Minda Schechter, Reg. No. 38,296; Victor De Gyarfas, Reg. No. 40,583; Wayne Smith, Reg. No. 42,160; Stefan J. Kirchanski, Reg. No. 36,568; Alma P. Levy, Reg. No. 43,751; Martin M. Noonan, Reg. No. 44,264; David T. Yang, Reg. No. 44,415; Marc A. Sockol Reg. No. 40,823; Benjamin M. Rubin Reg. No. 44,310; Martin S. Chizek, Reg. No. 39,940.

*the power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.*

Date 5/25/00

Assignor: William H. Broach, Trustee in Bankruptcy  
 Name: W. H. Broach  
 Title: Trustee in Bankruptcy  
 (See Attachment A empowering the Trustee to act as Assignor)

99-45120 NR

**ATTACHMENT A**

**EMPOWERING THE TRUSTEE TO ACT AS ASSIGNOR**

131/203539.01  
052400/1355/23058.00002

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**TRADEMARK**  
**REEL: 002168 FRAME: 0265**

1 CRAIG M. PRIM (077820)  
STEPHEN T. O'NEILL (115132)  
2 ROBERT A. FRANKLIN (091653)  
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3 A Professional Corporation  
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5 Attorneys for Debtor

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BANKRUPTCY COURT  
OAKLAND, CALIFORNIA

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8 UNITED STATES BANKRUPTCY COURT  
9 NORTHERN DISTRICT OF CALIFORNIA

10 In re:

Case No. 99-45120-N-11

11 XMR, INC.

Chapter 11

12 Debtor,

13 EIN: 94-2602736  
14

15 ORDER CONVERTING CHAPTER 11 CASE TO CASE UNDER CHAPTER 7

16 The above-captioned Debtor-In-Possession having filed its Motion in accordance with  
17 11 U.S.C. §1112(a), seeking to convert this Case to a case under Chapter 7 of the Bankruptcy  
18 Code; the Court finding that the Case is not an involuntary case originally commenced under  
19 Chapter 11, and that the Case has not been previously converted; no notice on the  
20 aforementioned Motion being necessary or required;

21 IT IS HEREBY ORDERED that:

22 1. The Chapter 11 Case of XMR, Inc., Case No. 99-45120-N, is converted to a case  
23 under Chapter 7;

24 2. The United States Trustee shall forthwith appoint a Trustee in the Chapter 7 Case

25 **RANDALL J. NEWSOME**

26 Dated: \_\_\_\_\_

27 United States Bankruptcy Judge  
28

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Palo Alto, CA 94304-1007  
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COPY

1 Minnie Loo, Assistant United States Trustee (SBN 106613)  
 Mark L. Pope, Attorney-Advisor (SBN 182769)  
 2 Andrew Velez-Rivera, Attorney-Advisor (SBN 143481)  
 Margaret H. McGee, Attorney-Advisor (SBN 142722)  
 3 Matthew Kretzer, Bankruptcy Analyst (SBN 157949)  
 United States Department of Justice  
 4 Office of the United States Trustee  
 1301 Clay Street, Suite 690N  
 5 Oakland, California 94612-5217  
 Telephone (510) 637-3200

6 Attorneys for United States Trustee Linda Ekstrom Stanley

7 UNITED STATES BANKRUPTCY COURT  
 8 FOR THE NORTHERN DISTRICT OF CALIFORNIA

9 IN RE CASE NUMBER DATE OF PETITION,  
 10 ORDER FOR RELIEF  
 XMR, Inc. 99-4 5120 N OR CONVERSION TO  
 11 CHAPTER 7 03/03/00

12 Debtor(s).

13 APPOINTMENT OF TRUSTEE AND APPROVAL OF BOND

14 At Oakland, in said Judicial District, which is served by the United States Trustee  
15 of Region 17, and

16 The above listed Debtor(s) having filed a petition for relief under Title 11 of the  
17 United States Code or an order for relief having been entered on the date set forth  
following the name of each; and

18 WHEREAS, William H. Broach of Walnut Creek has been appointed Trustee of  
19 the Estate of each said Debtor by the Office of the United States Trustee or has been  
elected by creditors of said estate to be Trustee, and

20 WHEREAS, the appointment of William H. Broach as trustee has been approved  
21 for each said estate,

22 DEBTOR(S), pursuant to 11 U.S.C. § 521, shall provide the Trustee herein with  
bank statements, canceled checks, tax returns or other documents relating to the property  
23 of the estate upon request of the Trustee within five (5) days of any said request.

24 PURSUANT to this appointment, William H. Broach and AMERICAN  
GUARANTEE AND LIABILITY INSURANCE COMPANY, relative to each estate  
25 listed in this appointment, shall be held and bound by the bond executed by them,  
approved by the U. S. Trustee and filed with the Office of the United States Trustee and  
26 the Court.

27 Dated: MAY 22 2000

28   
 Minnie Loo  
 Assistant United States Trustee