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HEET



FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

101507707

U.S. DEPARTMENT OF
COMMERCE
Patent and Trademark Office

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

<p>1. Name of conveying party(ies): KSI West Coast Mfg., 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 California <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input checked="" type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: May 1, 1998</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: Submicron Products, Inc. Internal Address: Street Address: 450 Mayock Avenue, Suite A Gilroy, California 95020</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 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 checked="" type="checkbox"/> no (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
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<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s)</p>	<p>B. Trademark Registration No.(s) 2,168,804</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence Concerning document should be mailed:</p> <p>Name: Peter C. Lando Address: WOLF, GREENFIELD & SACKS, P.C. Federal Reserve Plaza 600 Atlantic Avenue Boston, MA 02210</p>	<p>6. Total number of applications and registrations involved:..... [1]</p> <p>7. Total fee (37 CFR 3.41).....\$ 40.00 <input type="checkbox"/> Enclosed</p> <p><input checked="" type="checkbox"/> Authorized to be charged to deposit account The Commissioner is authorized to charge:</p> <p>8. Deposit Account No: 23/2825</p>
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11/06/2000 MTHAI1 00000147 232825 2168804 DO NOT USE THIS SPACE

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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.

Peter C. Lando *Peter C. Lando* September 12, 2000
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: [5]

Mail documents to be recorded with required cover sheet information to:
Box Assignment, Commissioner of Patents and Trademarks, Washington, D.C. 20231

FILED
in the office of the Secretary of State
of the State of California
NOV 17 1998
Bill Jones
BILL JONES, Secretary of State

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AGREEMENT AND PLAN OF MERGER

THIS IS AN AGREEMENT AND PLAN OF MERGER dated as of May 1, 1998 ("Agreement") by and between KSI West Coast Mfg., Inc. Corporation, a California corporation ("Mergee"), and Submicon Products, Inc., a California corporation ("Submicon Products"). Mergee and Submicon Products are sometimes hereinafter collectively referred to as the "Constituent Corporations."

BACKGROUND

In order to take advantage of more modern corporate law statute and a more fully-developed body of corporate case law, the respective Boards of Directors of the Constituent Corporations have duly approved this Agreement and its execution and delivery.

TERMS

The parties hereto agree as follows:

Article I

Merger Subject to the terms and conditions hereof, at the Effective Time (as defined in Article I hereof) Mergee shall be merged with and into Submicon Products (the "Merger") pursuant to the provisions of the California Corporations Code, the separate corporate existence of Mergee shall cease, and Submicon Products shall be the surviving corporation ("Surviving Corporation") and continue its existence under California Law under the name "Submicon Products, Inc."

Effect of Merger. At the effective time of the Merger, the Surviving Corporation shall possess all the rights, privileges, powers and franchises as well of a public as of a private nature, and be subject to all the restrictions, disabilities and duties of each of the Constituent Corporations; and all and singular, the rights, privileges, powers and franchises of each of the Constituent Corporations, and all property, real, personal and mixed, and all debts due to any of said Constituent Corporations on whatever account, as well for stock subscriptions as all other things in action or belonging to each of such corporations shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the several and respective Constituent Corporations, and the title to any real estate vested by deed or otherwise in any of such Constituent Corporations, shall not revert or be in any way impaired by reason of this Agreement; but all rights of creditors and all liens upon any property of any of said Constituent Corporations shall be preserved unimpaired, and all debts, liabilities and duties of the respective Constituent Corporations shall thenceforth attach to said Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

Shareholder Approval. Subsequent to the execution of this Agreement, Mergee and Submicron Products shall submit this Agreement to each of its shareholders for their approval pursuant to the applicable provisions of the California Corporations Code.

Instruments of Merger. Following the approval of this Agreement by the shareholders of Mergee, upon fulfillment or waiver of the other conditions specified in Article IV hereof and provided that this Agreement has not been terminated pursuant to Article V hereof, the parties hereto will cause the Merger to be consummated by filing with the Secretary of State of California the appropriate Agreement of Merger duly executed between and by Mergee and Submicron Products, in accordance with the requirements of the California Corporations Code and this Agreement.

Effective Time. The Merger shall become effective as of the date and time that the Agreement of Merger is duly filed with the California Secretary of State, (such date and time being herein sometimes referred to as the "Effective Time").

Article II

Certificate of Incorporation; Bylaws. The Certificate of Incorporation of the Surviving Corporation shall be the same as the Certificate of Incorporation of Submicron Products as in effect at the Effective Time without further shareholder action. The Bylaws of the Surviving Corporation shall be the same as the Bylaws of Submicron Products in effect at the Effective Time without further shareholder action.

Directors. The directors of Submicron Products immediately prior to the Effective Time shall continue as the directors of the Surviving Corporation after the Effective Time, to hold office until the expiration of their current terms, or their prior resignation, removal or death.

Officers. The officers of Submicron Products immediately prior to the Effective Time shall continue as the officers of the Surviving Corporation after the Effective Time, to hold office until at the pleasure of the Board of Directors of the Surviving Corporation.

Article III

Conversion of Stock. At the Effective Time, Each share of the common stock \$.01 par value per share, of Mergee ("Mergee Common Stock") issued and outstanding immediately prior to the Effective Time and each share of Mergee Common Stock held in Mergee's treasury immediately prior to the Effective Time shall, without any action on the part of the holder thereof, be canceled and no cash, securities or other consideration shall be delivered in exchange therefor. Each share of Common Stock, \$.01 par value, of Submicron Products issued and outstanding immediately prior to the Effective Time, shall, without any action on the part of the holder thereof, automatically be converted into one share of common Stock, par value \$.01 per share, of the Surviving Corporation.

Article IV

Conditions of Merger. Consummation of the Merger is subject to the satisfactions of the following conditions on or before the Effective Time:

Shareholder Approval. The Merger shall have received the requisite approval of the sole shareholder of Mergee and Submicron Products:

Third Party Consents. All required consents of third parties with respect to the transactions contemplated by this Agreement are obtained.

These conditions regarding third-party consents set forth above may be waived in the discretion of the Board of Directors of the Company.

Article V

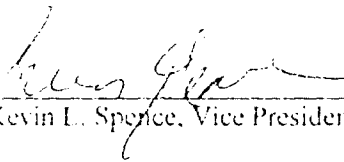
Modification and Termination. Notwithstanding satisfaction of the conditions set forth in Article IV hereof, at any time before the Effective Time, (a) this Agreement may be modified in any manner not inconsistent with its general purpose by the Boards of Directors of Mergee and Submicron Products, provided that no modification, unless adopted and approved by the shareholders of Mergee in the manner prescribed under California law, shall (i) change the amount or kind of shares to be received as a result of the Merger following the approval of this Agreement by the shareholders of Mergee, (ii) change any of the terms of the Certificate of Incorporation or (iii) change the terms of this Agreement, if any such change would adversely affect the shareholders of Mergee; and (b) this Agreement may be terminated and abandoned, or its consummation deferred for a reasonable period, if in the opinion of Mergee's Board of Directors, or in the case of deferral, of an authorized officer, such action would be in the best interests of Mergee and its shareholders.

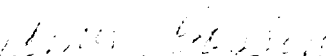
Further Assurances. From time to time, as and when required by the Surviving Corporation or by its successors or assigns, there shall be executed and delivered on behalf of Mergee such deeds and other instruments, and there shall be taken or caused to be taken by it all further and other action, as shall be appropriate, advisable or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Mergee, and otherwise to carry out the purposes of this Agreement, and the officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of Mergee or otherwise, to take any and all such action and to execute and deliver any and all such deeds and other instruments.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

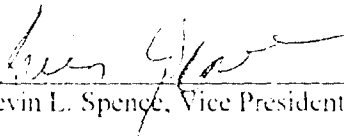
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.


KSI West Coast Mfg., Inc.

By: 
Kevin L. Spence, Vice President

By: 
Amy G. Gossin, Assistant Secretary

Submicron Products, Inc.

By: 
Kevin L. Spence, Vice President

By: 
Amy G. Gossin, Assistant Secretary