

12-15-2000



101552533

U.S. Department of Commerce
Patent and Trademark Office

TRADEMARK

RECORDATION FORM COVER SHEET
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11-27-00

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

Name

Formerly

September 13, 2000

75714470

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 Corporation Association

Other

Citizenship/State of Incorporation/Organization

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.)

12/14/2000 6TON11 00000008 75714470

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 75.00 OP

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Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002195 FRAME: 0457

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" value="see attached"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="see attached"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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.

David M. Klein

November 21, 2000

Name of Person Signing

Signature

Date Signed

Trademark	Countries of Registration	Appln. No./Reg. Nos	Filing Date	Grant Date
CONTURA	United States	75/714,470	26.05.99	
LH-ECOTEC	United States	1,912,306	07.06.93	15.08.95
QUICK-TEST	United States	1,363,045	11.10.84	01.10.85
ULTRATEST	United States	1,121,769	14.02.78	10.07.79

APPOINTMENT OF DOMESTIC REPRESENTATIVES

Inficon GmbH hereby appoints the following attorneys to record the attached assignments, to otherwise transact all business in the Patent and Trademark Office connected herewith, and to act as domestic representatives upon whom may be served notices or process in proceedings connected herewith:

James R. Warnot, Jr., Reg. No. 34,455
Donna Marie Werner, Reg. No. 36,719
David M. Klein, Reg. No. 35,221
Antoinette E. Baker, Reg. No. 44,018
David E. Boundy, Reg. No. 36,461
Alex V. Chachkes, Reg. No. 41,663
Warren L. Nachlis, Reg. No. 41,216
Anthony Meola, Reg. No. 44,936


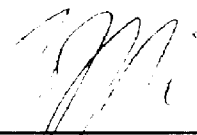
75714470

Please send all correspondence in connection with this matter to:

David M. Klein, Esq.
Shearman & Sterling
599 Lexington Avenue
New York, NY 10022

Direct telephone calls to David M. Klein, Esq. at telephone number (212) 848-4882.

Dated: Nov. 14, 2000

By:  
Karl-Heinz Ewald Dr. Wolfgang Niggli
Inficon GmbH

LEYBOLD VAKUUM GMBH
INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made and entered into this 13th day of September, 2000 by and between Leybold Vakuum GmbH, a corporation organized under the laws of Germany ("Assignor"), and Inficon GmbH, a corporation organized under the laws of Switzerland ("Assignee").

WHEREAS, pursuant to that certain Master Separation Agreement dated August 31, 2000 (the "Master Separation Agreement"), between Unaxis Holding AG ("Unaxis") and Inficon Holding AG ("Inficon"), the parties thereto determined that it would be appropriate and desirable for Unaxis to contribute, and for Inficon to receive and assume, directly or indirectly, substantially all of the assets and liabilities associated with the Inficon business and the shares, investments or similar interests currently held by Unaxis in its subsidiaries and other entities that conduct such business;

WHEREAS, pursuant to that certain Asset Purchase Agreement dated July 5, 2000 (the "Asset Purchase Agreement"), Inficon GmbH, a corporation organized under the laws of Germany, agreed to purchase from Assignor certain assets related to the Inficon Business (as defined therein);

WHEREAS, in connection with the Master Separation Agreement and the Asset Purchase Agreement, Assignor agrees to sell to Assignee all of Assignor's right, title and interest in and to the Intellectual Property (as defined below);

WHEREAS, Assignor is the owner of the patents and patent applications, including all continuations, reissues, reexaminations, registrations, renewals, and extensions thereof, set forth on Schedule 1 hereto (the "Cologne Patents") and Schedule 2 hereto (the "Balzers Patents"), the copyrights related to the Inficon Business, the trademarks related to the Inficon Business, and the goodwill of the business symbolized thereby, including, but not limited to, the trademark registrations and applications set forth on Schedule 3 hereto (the "Trademarks"), and know-how, trade secrets and other technology, intellectual and industrial property related to the Inficon Business (the "Know-How"), all rights in the foregoing provided by international conventions and treaties, and all rights to sue for past, present, and future infringement thereof (collectively the "Intellectual Property"); and

WHEREAS, Assignee desires to purchase all of Assignor's right, title and interest in and to the Intellectual Property.

NOW THEREFORE, in consideration of the promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Effective upon the later of the Closing Date (as defined in the Asset Purchase Agreement) or the date on which the registration of the Assignee with the Swiss Federal Tax Administration for VAT purposes will become effective (the "Effective Date"), Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Intellectual Property.

2. Assignor hereby represents and warrants to Assignee that:

- (a) Assignor is the owner of the entire right, title and interest in and to the Intellectual Property free and clear of all liens, claims and encumbrances;
- (b) Assignor has the requisite legal and corporate power and authority to enter into this Assignment and there are no outstanding assignments, grants, licenses, encumbrances, obligations or agreements, whether written, oral or implied, that are inconsistent with this Intellectual Property Assignment;
- (c) to the knowledge of Assignor, no person or entity is engaging in any activity or using any intellectual property that infringes upon or misappropriates the Intellectual Property or upon the rights of Assignor therein;
- (d) the Intellectual Property has not been adjudged invalid or unenforceable in whole or part, and to the knowledge of Assignor, is valid and enforceable; and
- (e) no actions have been made or asserted or are pending, nor, to the knowledge of Assignor, has such action been threatened, against Assignor either (i) based upon or challenging or seeking to deny or restrict the use by the Assignor of the Intellectual Property, or (ii) alleging that the use of the Intellectual Property does or may conflict with, misappropriate or infringe upon the patent, trademark, copyright or other proprietary right of any third party

3. Except as expressly set forth herein, Assignor makes no warranties, express or implied, with respect to the Intellectual Property.

4. In consideration for the assignment hereunder, Assignee shall pay to the Assignor a sum totaling U.S. \$5,000,000 (U.S. \$400,000 for the Balzers Patents and U.S. \$4,600,000 for the Intellectual Property other than the Balzers Patents) in the form of a note, executed by Unaxis Holding AG, maturing no later than October 31, 2000.

5. Assignor hereby covenants that Assignor shall, at the cost and expense of Assignee, take all actions and execute all documents necessary or desirable to perfect the interest of Assignee in and to the Intellectual Property and shall not enter into any agreement in conflict with this Assignment.

6. This Assignment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

7. This Agreement shall be interpreted and governed in accordance with the laws of Switzerland, regardless of the laws that might otherwise govern under principles of conflicts of laws applicable thereto.

[Signature Page and Schedules Hereto Follow]

IN WITNESS WHEREOF, Assignor has caused this Intellectual Property Assignment to be executed as of the date first written above by its duly authorized officer.

LEYBOLD VAKUUM GMBH

By: *M. Mattern-Klosson*
Name: Dr. Monika Mattern-Klosson
Title: Managing Director

Accepted:

INFICON GMBH

By: *Emch* *Maier*
Name: Thomas Emch Peter Maier
Title: General Counsel Vice President Finance

SCHEDULE 3

Trademark	Countries of Registration	Appln. No./Reg. Nos	Filing Date	Grant Date	Remarks
Z-Match	IR	0434316	10-Dec-1977	29-Jul-1997	
CrystalSwitch	Germany				
RateWatcher	Germany				
QUICK-TEST	Germany				
	United States	1 363 045	11.10.84	01.10.85	
ULTRATEST	Japan				abandoned Oct. 1994
CONTURA	Germany	398 54 292	22.09.98	26.11.98	
	EC	11 35 243	12.04.99	24.07.00	
	Japan	T1999-33 289	16.04.99		
	United States	75/714470	26.05.99		
LH-ECOTEC	EC				
	Japan				
	United States	1 912 306	07.06.93	15.08.95	
	Germany	2 102 299	10.10.92	09.12.96	
	IR (BX,FR,IT,CH)	672 491	09.12.96	29.05.97	
	Denmark	VR 06.050 1994	18.05.93	19.09.94	
	United Kingdom	1 533 338	20.04.93	13.10.95	
	Sweden	255 932	20.04.93	25.02.94	
	Korea	13015/93	21.04.93	28.07.94	
L-ECOTEC	Germany	398 19 942	08.04.98	19.08.98	
	BX				
	France				
	Italy				
	Switzerland				
ECOTEC	EC	001 533 330	01.03.00		
KF	Germany				
	United States				abandoned Feb. 1992
THERMOVAC					BALZERS AG allowed to lapse
RAPID-Release					
D-TEK	Germany	2 074 157	13.09.93	08.08.94	
INFICON	EC	000 850 057	15.06.98	06.12.99	Applicant is INFICON GmbH
PROTEC	Germany	300 49 702.4	04.07.00		Applicant is INFICON GmbH
MINITEST	Germany	822 451	30.07.65	29.07.66	
	IR (BX,IT)	432 942	17.08.77	18.11.77	
TRANSPECTOR	Germany	398 21 020	15.04.98	02.07.98	Applicant is LEYBOLD INFICON Inc.
ULTRATEST	United States	1,121,769	14.02.78	10.07.79	
XENOTEC	Germany	396 44 643	15.10.96	27.11.96	

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98,015	integral-sniffing-leak-detector combination	DE	Pending	19846798-2	98-10-10		
		EU	Pending	PCT/EP99/04579	99-07-02		
		JP	Pending	PCT/EP99/04579	99-07-02		
		US	Pending	PCT/EP99/04579	99-07-02		
99,001	test leak for packaging leak detector	DE	Pending	19906941-7	99-02-19		
		EU	Pending	PCT/EP99/08859	99-11-18		
		P	Pending	PCT/EP99/08859	99-11-18		
		IS	Pending	PCT/EP99/08859	99-11-18		
99,002	test-gas leak detector - design CONTURA Z	DE	Pending	19903097-0	99-01-27		
		EU	Pending	PCT/EP99/08858	99-11-18		
		P	Pending	PCT/EP99/08858	99-11-18		
		BR	Pending	PCT/EP99/08858	99-11-18		
		US	Pending	PCT/EP99/08858	99-11-18		
99,011	membrane leak detection chamber	DE	Pending	19935293-3	99-07-27		
99,022	membrane leak detector	DE	Pending	19962006-7	99-12-22		
99,023	test leak with store receptacle for test-gas	DE	Pending	19963073-9	99-12-24		
93,028	test-gas leak detector with sniffle line	DE	Pending	10001509-3	00-01-15		
95,010	leak detector with only one foreline-vacuum pump	CN	Pending	96194946-5	96-04-26		
		DE	Pending	19522466-3	95-06-21		
		EU	Pending	96914141-5	96-04-26		
		JP	Pending	11-508045	96-04-26		
		US	Granted	08/981,091	96-04-26	5,974,864	99-11-02

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SCHEDULE 2

Balzers Patents

No.	Description	Country	Status	Appl. No.	Filing Date	Patent No.	Issue Date
92.030/028	signal amplifier	DE	Granted	94918785.0	94-05-26	0 705 438	97-09-17
		FR	Granted	94918785.0	94-05-26	0 705 438	97-09-17
		GB	Granted	94918785.0	94-05-26	0 705 438	97-09-17
		JP	Pending	07-502372	94-05-26		
		US	Granted	578,574	94-05-26	5,770,956	98-12-23
96.002/028	Temperature compensation circuit for a heat conduction vacuum gauge	DE	Pending	19617238-1	96-04-30		
		EP	Pending	97906191-8	97-03-08		
		JP	Pending	09-538482	97-03-08		
		US	Pending	09/171,726	97-03-08		
94.018/028	Penning sensorhead with ignition aid	DE	Pending	4445828-2	94-12-22		
		CH	Granted	95932704-0	95-09-09	0 799 413-8	00-02-23
		FR	Granted	95932704-0	95-09-09	0 799 413	00-02-23
		GB	Granted	95932704-0	95-09-09	0 799 413	00-02-23
		IT	Granted	95932704-0	95-09-09	0 799 413	00-02-23
		JP	Pending	08-519445	95-09-09		
		US	Granted	08/849,506	95-09-09	5,923,172	99-07-13
97.004/028	Penning Vacuum Meter, Titan Anode	DE	Pending	19717263-6	97-04-24		
		EP	Pending	98913603.1	98-02-27		
		JP	Pending	10-544796	98-02-27		
		US	Pending	09/403,193	98-02-27		
93.001/028	Temperature compensation in an adjustable heat transfer vacuum meter	CH	Granted (abandon 12/99)	94909045.0	94-02-25	0 689 669	98-07-08
		DE	Granted	94909045.0	94-02-25	0 689 669	98-07-08
		FR	Granted	94909045.0	94-02-25	0 689 669	98-07-08
		GB	Granted	94909045.0	94-02-25	0 689 669	98-07-08
		IT	Granted	94909045.0	94-02-25	0 689 669	98-07-08
		JP	Pending	06-520560	94-02-25		

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		US	Granted	522,278	94-02-25	5,608,168	97-09-04
93.002/028	Heat transfer vacuum meter with sensorhead, measurement instrument and connector cable	CH	Granted (abandon 12/99)	94909046.8	94-02-25	0 689 670	94-02-25
		DE	Granted	94909046.8	94-02-25	0 689 670	94-02-25
		FR	Granted	94909046.8	94-02-25	0 689 670	94-02-25
		GB	Granted	94909046.8	94-02-25	0 689 670	94-02-25
		IT	Granted	94909046.8	94-02-25	0 689 670	94-02-25
		Japan	Pending	06-520 561	94-02-25		
		CS	Granted	522,279	94-02-25	5,693,888	98-06-02
93.020/028	Process and circuit to measure particle currents	CH	Granted	94918783.5	94-05-26	0711387-0	97-07-09
		DE	Granted	94918783.5	94-05-26	0711387	97-07-09
		FR	Granted	94918783.5	94-05-26	0711387	97-07-09
		GB	Granted	94918783.5	94-05-26	0711387	97-07-09
		T	Granted	94918783.5	94-05-26	0711387	97-07-09
		P	Pending	07-505508	94-05-26		
		CR	Pending	96-700470	94-05-26		
		US	Granted	586,927	94-05-26	5,871,338	99-02-16
93.027/028	Extractor-Ionisation-Vakuu Meter	DE	Pending	4338535-4	93-11-11		
		JP	Pending	07-513552	94-10-15		
90.021/028	Sensor for a Capacitance-Manometer	DE	Granted	91114795.7	91-09-03	0 480 170	95-12-13
		DE Util.Mod	Granted	9013959-3	90-10-08	9013959-3	90-12-13
		FR	Granted	91114795.7	91-09-03	0 480 170	95-12-13
		UK	Granted	91114795.7	91-09-03	0 480 170	95-12-13
		JP	Pending	26009091	91-10-08		
		SE	Granted	91114795.7	91-09-03	91114795-7	95-12-13
		US	Granted	765,557	91-09-25	5,257,542	93-11-02
89.010/28	Kathoden-Ionisations-Vakuu meter	DE	Granted	90112459.4	29.06.90	0 406 723	17.08.94
		FR	Granted	90112459.4	29.06.90	0 406 723	17.08.94
		GB	Granted	90112459.4	29.06.90	0 406 723	17.08.94
		JP	Granted	172 837/90	02.07.90	2807059	24.07.98

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		US	Granted	544,525	27.06.90	5,191,799	09.03.93
91.020/28	Verfahren und Schaltung zur Messung von Teilchenströmen	DE	Granted	93 909 641.8	14.10.92	0 615 669	22.09.99
		FR	Granted	93 909 641.8	14.10.92	0 615 669	22.09.99
		CB	Granted	93 909 641.8	14.10.92	0 615 669	22.09.99
		JP	Pending	05-509 743	14.10.92		
		US	Granted	244,5021	14.10.92	5,543,706	06.08.96
94.020/24	Schauglas	DE (Util. mod)	Granted	G 94 20 468.3	22.12.94	G 94 20 468.3	23.02.95

SCHEDULE 1

Cologne Patents

92,019	counter-flow leak detector with high-vacuum pump	CH	Granted	93 915 809.3	93-07-06	0 657 025-2	96-06-12
		DE	Granted	93 915 809.3	93-07-06	0 657 025	96-06-12
		FR	Granted	93 915 809.3	93-07-06	0 657 025	96-06-12
		GB	Granted	93 915 809.3	93-07-06	0 657 025	96-06-12
		IT	Granted	93 915 809.3	93-07-06	0 657 025	96-06-12
		JP	Pending	506776/94	93-07-06		
		US	Granted	381,928	93-07-06	5,585,548	96-12-17
94,003	leak detection with gas modulation	CH	Granted	95 907 566.4	95-01-19	0 750 738-0	99-06-09
		DE	Granted	95 907 566.4	95-01-19	0 750 738	99-06-09
		FR	Granted	95 907 566.4	95-01-19	0 750 738	99-06-09
		GB	Granted	95 907 566.4	95-01-19	0 750 738	99-06-09
		IT	Granted	95 907 566.4	95-01-19	0 750 738	99-06-09
		P	Pending	07-523793	95-01-19		
		JS	Granted	702,696	95-01-19	5,821,404	98-10-13
94,004	test-gas leak detector	CH	Granted	95 907 570.6	95-01-20	0 752 095-5	99-06-23
		DE	Granted	95 907 570.6	95-01-20	0 752 095	99-06-23
		FR	Granted	95 907 570.6	95-01-20	0 752 095	99-06-23
		GB	Granted	95 907 570.6	95-01-20	0 752 095	99-06-23
		IT	Granted	95 907 570.6	95-01-20	0 752 095	99-06-23
		JP	Pending	07-524317	95-01-20		
		US	Granted	702,645	95-01-20	5,708,194	98-01-13
95,002	dry leak detector	CN	Pending	96101379-6	96-02-08		
		DE	Pending	19504278-6	95-02-09		
		EU	Pending	95943181-8	95-12-21		
		JP	Pending	08-523919	95-12-21		
		KR	Pending	97-705414	95-12-21		
		US	Granted	08,875,370	95-12-21	5,900,537	99-05-04

95,016	frictional vacuum pump with interstage inlet	DE	Granted	29516599-5	95-10-20	29516599-5	95-12-07
		EU	Pending	96928437-1	96-08-09		
		P	Pending	09-516219	96-08-09		
		JS	Pending	09/051893	96-08-09		
94,019	sniffing leak detector with throttle base	CN	Pending	95119915-3	95-11-20		
		DE	Pending	4445829-0	94-12-22		
		EU	Pending	95932019-3	95-09-09		
		JP	Pending	08-519446	95-09-09		
		KR	Pending	97-704304	95-09-09		
		TW	Pending	84113643	95-12-20		
		US	Granted	08/849,372	95-09-09	5,907,092	94-05-25
96,017	testing of leak-tightness of packages with membranes	DE	Pending	19642099-7	96-10-12		
		EU	Pending	97937581-3	97-08-13		
		JP	Pending	10-517941	97-08-13		
		US	Pending	09/269,966	97-08-13		
98,012	membrane leak	DE	Pending	19846801-6	98-10-10		
		EU	Pending	PCT/EP99/04574	99-07-02		
		JP	Pending	PCT/EP99/04574	99-07-02		
		US	Pending	PCT/EP99/04574	99-07-02		
98,013	design of membrane-leak detector	DE	Pending	19846800-8	98-10-10		
		EU	Pending	PCT/EP99/05393	99-07-28		
		JP	Pending	PCT/EP99/05393	99-07-28		
		BR	Pending	PCT/EP99/05393	99-07-28		
		CN	Pending	PCT/EP99/05393	99-07-28		
		US	Pending	PCT/EP99/05393	99-07-28		
98,014	membrane leak detector with two vacuum pumps	DE	Pending	19846799-0	98-10-10		
		EU	Pending	PCT/EP99/04573	99-07-02		
		JP	Pending	PCT/EP99/04573	99-07-02		
		US	Pending	PCT/EP99/04573	99-07-02		

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P. G. - K