

*Handwritten:* 11-27-00

12-15-2000



**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

101553168

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

Execution Date  
Month Day Year  
August 31, 2000

Name

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

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.)

12/13/2000 6TOM11 00000326 74409516

FOR OFFICE USE ONLY

01 FC:401  
02 FC:402

40.00 DP  
175.00 DP

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. 20521 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

**TRADEMARK  
REEL: 002195 FRAME: 0622**

**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"/> | <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:

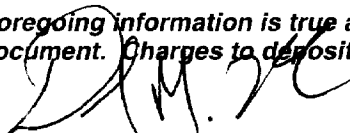
Yes

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 | Application No. | Reg. No.  | Filing Date  | Grant Date  |
|---|---------------------------|-----------------|-----------|--------------|-------------|
| Balzars Quadstar  | United States             | 74 / 409,516    | 1,891,993 | 06-Jul-1993  | 02-May-1995 |
| MS-Cube<br>(TM activities have been stopped as of March 1996) | United States             | 74/409,513      | 1,841,707 | 06-Jul-1993  | 28-Jun-1994 |
| QualySniff  | United States             | 74 / 576,442    | 2,012,455 | 21-Sep-1994  | 29-Oct-1996 |
| QualyTest   | United States             | 75 / 392,689    | 2,307,832 | 19-Nov-1997  | 11-Jan-2000 |
| Twin-Flow   | United States             | 74 / 252,691    | 1,734,551 | 06-Mar-1992  | 24-Nov-1992 |
| Full Range  | United States             | 74 / 576,443    | 2,014,238 | 21-Sept-1994 | 05-Nov-1996 |
| MaxiGauge   | United States             | 75 / 302,738    | 2,274,847 | 03-Jun-1997  | 31-Aug-1999 |
| Frigosniff  | United States             | 74 / 366,923    | 1,836,618 | 11-Mar-1993  | 17-May-1994 |

**UNAXIS BALZERS LIMITED**  
**INTELLECTUAL PROPERTY ASSIGNMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made and entered into this 31<sup>st</sup> day of August, 2000 by and between Unaxis Balzers Limited, a corporation organized under the laws of the Principality of Liechtenstein ("Assignor"), and Inficon GmbH (in formation), a corporation organized under the laws of Switzerland ("Assignee"), a wholly owned subsidiary of Inficon Holding AG ("Inficon").

WHEREAS, pursuant to that certain Master Separation Agreement dated August 31, 2000 (the "Master Separation Agreement"), between Unaxis Holding AG ("Unaxis") and 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 August 31, 2000 (the "Asset Purchase Agreement"), Inficon agreed to purchase from Assignor certain assets related to the Inficon Business (as defined therein);

WHEREAS, as a condition to Closing (as defined in 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 set forth on Schedule 1 hereto, including all continuations, reissues, reexaminations, registrations, renewals, and extensions thereof (the "Patents"), copyrights related to the Inficon Business, including, but not limited to, the copyright registrations and applications set forth on Schedule 2 hereto (the "Copyrights"), 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 CHF 1 (one Swiss Franc), 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; and

(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.

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

4. In consideration of the assignment hereunder, Assignee agrees that it shall grant to Inficon Limited of FL-9496, Balzers, Liechtenstein, a corporation organized under the laws of the Principality of Liechtenstein, a non-exclusive, royalty-free, worldwide license to practice the Intellectual Property assigned hereunder.

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 Assignment 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. All actions and proceedings arising out of or relating to this Assignment shall be heard and determined by Liechtenstein courts.

8. Assignee acknowledges and agrees that it shall have no rights in and to any trademarks of the Assignor that are not assigned hereunder, including the names "Balzers" and "Unaxis." Assignee covenants that it shall not use the name "Balzers" or "Unaxis" alone or in combination with any other trademark, service mark or trade name proprietary to Assignee. With respect to the mark "Balzers Quadstar" assigned hereunder, notwithstanding the Assignee's rights thereto pursuant to this Assignment, Assignee agrees that it shall use its best efforts to cease using "Balzers" in combination with "Quadstar" within one (1) year from the date hereof; provided, however, nothing herein shall limit the right of the Assignee to use "Inficon" or any other trademark, service mark or trade name proprietary to Assignee in combination with "Quadstar."

**[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.

UNAXIS BALZERS LIMITED

By: 

Name: Erich Haefeli

Urs Wegmann

Title: General Counsel

Patent Attorney

Accepted:

INFICON GMBH (in formation)

By: 

Name: Thomas Emch

Peter Maier

Title: General Counsel

Vice President Finance

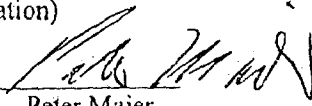
IN WITNESS WHEREOF, Assignor has caused this Intellectual Property Assignment to be executed as of the date first written above by its duly authorized officer.

UNAXIS BALZERS LIMITED

By: \_\_\_\_\_  
Name: Erich Haefeli      Urs Wegmann  
Title: General Counsel    Patent Attorney

Accepted:

INFICON GMBH (in formation)

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



**SCHEDULE 1**

Please note: (\*) For each patent one unequivocal number is listed for clear identification.  
 (\*\*) Kind of number: Pat = Number of patent, Pub = number of publication, App = application number  
 (\*\*\*) Priority date of respective patent family. Format used is DD.MM.YYYY

| No.       | Description  | Country | Status  | Number (*)  | Kind of number (**) | Priority Date (***) | Designated countries           |
|-----------|--|---------|---------|-------------|---------------------|---------------------|--------------------------------|
| 19 9406.0 | Partial compression increase with molecular pump grouping  | EP      | Pending | 0 718 613   | Pub                 | 23.12.1994          | DE, CH, IT, SE, ES, GB, FR, AT |
|           |  | US      | Granted | 5,756,881   | Pat                 |                     |                                |
|           |  | KR      | Pending | 96 24 341   | Pub                 |                     |                                |
| 19 8890.0 | Pressuregauge; tuning fork quartz manometer  | US      | Granted | 4,995,263   | Pat                 | 23.01.1989          |                                |
| 19 8891.0 | Pressuregauge; tuning fork quartz manometer  | JP      | Granted | 2 790 351   | Pat                 | 23.01.1989          |                                |
| 19 8892.0 | Pressuregauge; combination Pirani - tuning fork  | EP      | Granted | 0 379 841   | Pat                 | 23.01.1989          | DE                             |
|           |  | US      | Granted | 4,995,264   | Pat                 |                     |                                |
|           |  | JP      | Granted | 2 731 009   | Pat                 |                     |                                |
| 19 9214.0 | Analysis method for active Pirani sensorhead with universal interface  | US      | Granted | 5,475,623   | Pat                 | 23.01.1989          |                                |
|           |  | JP      | Pending | 6-160 226   | Pub                 |                     |                                |
|           |  | DE      | Pending | 43 24 119   | Pub                 |                     |                                |
|           |  | IT      | Granted | 1 265 164   | Pat                 |                     |                                |
|           |  | FR      | Granted | 2 693 814   | Pat                 |                     |                                |
| 19 9318.0 | Combination vacuum sensorhead with wide measurement range  | US      | Granted | 5,583,297   | Pat                 | 15.12.1993          |                                |
|           |  | JP      | Pending | 7-209 122   | Pub                 |                     |                                |
|           |  | EP      | Granted | 0 658 755   | Pub/Pat             |                     | DE, FR, GB, IT, NL             |
| 19 9703.0 | Heat transfermanometer type Pirani; Operation with at least two heated coil temperatures; Oszillation frequency analysis | PCT     | Pending | 99 / 15 869 | Pub                 | 22.05.1989          | EP, US, JP                     |
| 19 9812.0 | Combination sensor head Pirani-capacitance; Copica   | PCT     | Pending | 00 / 04 358 | Pub                 | 16.07.1998          |                                |
|           |  | US      | Granted | 5,962,791   | Pat                 |                     |                                |
| 19 9110.0 | Energy analysor  | EP      | Pending | 0 545 064   | Pub                 | 02.12.1991          | CH, FR, DE, GB                 |
|           |  | US      | Granted | 5,365,064   | Pat                 |                     |                                |
|           |  | JP      | Pending | 5 251 036   | Pub                 |                     |                                |
| 19 9320.0 | Wide Range Faraday   | DE      | Pending | 195 02 439  | Pub                 | 11.02.1994          |                                |

|            |  |       |         |              |         |            |                                |
|------------|--|-------|---------|--------------|---------|------------|--------------------------------|
|            |  | FR    | Granted | 9 501 282    | Pat     |            |                                |
|            |  | JP    | Pending | 8-36060      | Pub     |            |                                |
|            |  | US    | Granted | 5,644,220    | Pat     |            |                                |
| 19 9511.0  | Mass spectrometer for gas analysis of CVD-Processes      | EP    | Pending | 0 890 100    | Pub     | 27.03.1996 | AT, CH, DE, FR, GB, IT, NL, SE |
|            |  | JP    | Pending | 97 / 00122   | App     |            |                                |
|            |  | US    | Pending | 09 / 161,472 | App     |            |                                |
| 19 9011.0  | Sensor; Fluid gases; Level detector                      | EP    | Granted | 0 487 806    | Pub/Pat | 07.12.1989 | DE, GB, FR, CH                 |
|            |  | US    | Granted | 5,293,896    | Pat     |            |                                |
|            |  | JP    | Pending | 4 320 930    | Pub     |            |                                |
| 19 92 21.0 | Vacuum valve   | DE    | Granted | G 92 15 962  | Pub/Pat | 18.11.1992 |                                |
| 19 9401.0  | Magnet valve   | US    | Granted | 5,651,528    | Pat     | 09.05.1994 |                                |
|            |  | DE    | Pending | 195 16 442   | Pub     |            |                                |
|            |  | FR    | Granted | 9 505 002    | Pat     |            |                                |
|            |  | GB    | Granted | 2 289 320    | Pat     |            |                                |
| 19 9408.0  | Tightness Force Amplifier "Dichtkraftverstärkung"        | DE    | Pending | 195 08 961   | Pub     | 09.05.1994 |                                |
|            |  | FR    | Granted | 9 502 825    | Pat     |            |                                |
|            |  | GB    | Granted | 2 289 319    | Pat     |            |                                |
| 19 9504.0  | Vacuum valve with Universal connector, Mini valve;       | GB    | Granted | 2 304 174    | Pat     | 12.08.1995 |                                |
|            |  | US    | Granted | 5,833,212    | Pat     |            |                                |
|            |  | CH/LI | Pending | 1656/96      | App     |            |                                |
| 19 9721.0  | Capacitive pressure sensor; electronic analysis circuits | US    | Pending | 09 / 219,090 | App     | 23.12.1997 |                                |
|            |  | PCT   | Pending | 98 / 00515   | App     |            | EP, JP, SG, KR, CN             |
| 19 9722.0  | Thin ceramic membrane for pressure sensor                | US    | Pending | 09 / 218,934 | App     | 23.12.1997 |                                |
|            |  | PCT   | Pending | 99 / 34 185  | Pub     |            | EP, JP                         |
| 19 9819.0  | Process and production of ceramic pressure sensors       | PCT   | Pending | 99 / 34 183  | Pub     | 11.12.1998 | US, JP, EP                     |
| 19 9720.0  | Capacitive pressure sensor; electronic analysis circuits | PCT   | Pending | 98 / 26 262  | Pub     | 13.12.1996 | US JP EP                       |

SCHEDULE 2

Copyright

Description

QuadStar  
TalkStar

Software for Prisma  
New Software for Prisma

**SCHEDULE 3**

| Trademark   | Countries of Registration   | Application No. | Reg. No.   | Filing Date  | Grant Date   |
|---|---|-----------------|------------|--------------|--------------|
| Balzers Quadstar  | Japan   | 5 67196         | 3 163 544  | 30-Jun-1993  | 28-Jun-1996  |
|   | IR/CH   | 606 111         | 606 111    | 28-Jun-1993  | 15-Oct-1993  |
|   | Liechtenstein   | 8721            | 8721       | 02-Mar-1993  | 14-Jun-1993  |
| MS-Cube<br>(TM activities have been stopped as of March 1996) | United States   | 74 / 409 516    | 1 891 993  | 06-Jul-1993  | 02-May-1995  |
|   | Liechtenstein   | 8720            | 8720       | 02-Mar-1993  | 014-Jun-1993 |
|   | Switzerland   | 606 110         | 606 110    | 28-Jun-1993  | 15-Oct-1993  |
|   | United States   | 74/409513       | 1 841 707  | 06-Jul-1993  | 28-Jun-1994  |
| Prisma  |   |                 |            |              |              |
| QualySniff  | Liechtenstein   | 9409            | 9409       | 05-May-1995  | 22-Aug-1995  |
|   | IR/DE   | 641 160         | 641 160    | 29-Aug-1995  | 22-Sep-1995  |
|   | United States   | 74 / 576 442    | 2 012 455  | 21-Sep-1994  | 29-Oct-1996  |
| QualyTest   | United States   | 75 / 392 689    | 2 307 832  | 19-Nov-1997  | 11-Jan-2000  |
|   | Japan   | 9 176 294       | 4 266 725  | 14-Nov-1997  | 23-Apr-1999  |
|   | Taiwan  | 860 598 61      | 00 835 090 | 13-Nov-1997  | 16-Jan-1999  |
|   | Korea, South  | 1997-0054 352   | 0 445 946  | 21-Nov-1997  | 09-Apr-1999  |
|   | Liechtenstein   | 10488           | 10488      | 10-Nov-1997  | 25-Feb-1998  |
|   | IR/CH<br>IR/CN<br>IR/CS<br>IR/DE<br>IR/HU<br>IR/ES<br>IR/BNLX<br>IR/SI<br>IR/SQ<br>IR/AT<br>IR/IT<br>IR/FL<br>IR/FR | 687 216         | 687 216    | 10-Nov-1997  | 16-Feb-1998  |
| Twin-Flow   | IR/FR<br>IR/IT<br>IR/DE   | 578 575         | 578 575    | 11-Nov-1991  | 20-Aug-1993  |
|   | Liechtenstein   | 8202            | 8202       | 04-Nov-1991  | 07-Jan-1992  |
|   | Great Britain   | 1 489 129       | 1 489 129  | 29-Jan-1992  | 04-Nov-1991  |
|   | Japan   | 4 7835          | 2 640 582  | 11-Mar-1992  | 31-Mar-1994  |
| Full Range  | United States   | 74 / 252 691    | 1 734 551  | 06-Mar-1992  | 24-Nov-1992  |
|   | Liechtenstein   | 9408            | 9408       | 05-May-1995  | 22-Aug-1995  |
|   | IR/DE   | 641 159         | 641 159    | 29-Aug-1995  | 22-Sept-1995 |
|   | United States   | 74 / 576 443    | 2 014 238  | 21-Sept-1994 | 05-Nov-1996  |
| MaxiGauge   | Japan   | 9 122 876       | 4 194 912  | 03-Jun-1997  | 02-Oct-1998  |
|   | United States   | 75 / 302 738    | 2 274 847  | 03-Jun-1997  | 31-Aug-1999  |
| WinTopStar  |   |                 |            |              |              |
| Sky   | Liechtenstein   | 10710           | 10710      | 11-May-1998  | 24-Jul-1998  |
|   | Japan   | 10 38249        |            | 11-May-1998  |              |
|   | EU  | 000 900 175     |            | 26-Nov-1998  |              |
| Frigosniff  | Japan   | 5 23126         | 3 124 381  | 11-Mar-1993  | 29-Feb-1996  |
|   | IR/DE<br>IR/IT<br>IR/FR   | 590 543         | 590 543    | 22-Sep-1992  | 21-Oct-1992  |
|   | Liechtenstein   | 8383            | 8383       | 06-Jul-1992  | 29-Sep-1992  |
|   | United States   | 74 / 366 923    | 1 836 618  | 11-Mar-1993  | 17-May-1994  |
| Quad Gun Control  | IR/FR<br>IR/ES<br>IR/DE<br>IR/CS<br>IR/BNLX<br>IR/AT<br>IR/DD<br>IR/HU<br>IR/IT<br>IT/SL<br>IR/CT                   | 547 874         | 547 874    | 18-Sep-1989  | 18-Sep-1989  |

|  |   |      |      |             |             |
|--|---|------|------|-------------|-------------|
|  | IR/SQ<br>IR/UA<br>IR/MC<br>IR/PT<br>IR/YU<br>IR/RO<br>IR/CH |      |      |             |             |
|  | Liechtenstein   | 7623 | 7623 | 09-Aug-1989 | 11-Sep-1989 |

Unaxis Balzers Ltd. IP Assignment

RECORDED: 11/27/2000

TRADEMARK  
REEL: 002195 FRAME: 0634