

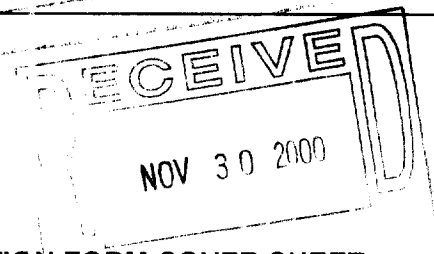
11.30-00

FORM PTO-1618A

12-18-2000



101553752



U.S. Department of Commerce  
Patent and Trademark Office

TRADEMARK

**ORDINATION FORM COVER SHEET  
TRADEMARKS ONLY**

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  Change of Name

Effective Date  
Month Day Year

Other

**Conveying Party**

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

74383295

**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, a appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

12/15/2000 GT0N11 00000301 74383295  
01 FC:481 40.00 OP  
02 FC:482 400.00 OP

FOR OFFICE USE ONLY

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. 20231 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: 002196 FRAME: 0341**

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

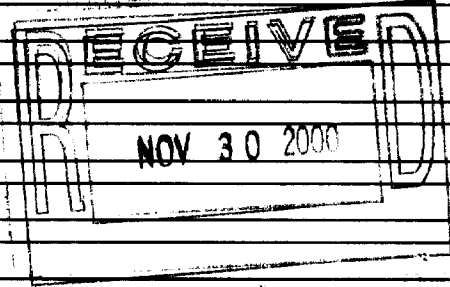
Name David M. Klein

Address (line 1) Shearman & Sterling

Address (line 2) 599 Lexington Avenue

Address (line 3) New York, NY 10022

Address (line 4)



**Correspondent Name and Address**

Area Code and Telephone Number 212-848-4000

Name David M. Klein

Address (line 1) Shearman & Sterling

Address (line 2) 599 Lexington Avenue

Address (line 3) New York, New York 10022

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

# 9

**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)

SEE ATTACHED			see attached		

**Number of Properties**

Enter the total number of properties involved.

# 17

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 440.00

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:

# 50-0324

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 22, 2000

Name of Person Signing

Signature

Date Signed

Trademark	Countries of Registration	Application No.	Reg. No.	Filing Date	Grant Date
Transpector	United States	74/83,295	1,821,103	28-Apr-1993	15-Feb-1994
TranspectorView	United States	74/41,871	1,949,100	03-Mar-1995	16-Jan-1996
WayPoint	United States	75/24,255	2,158,455	17-Jan-1997	19-May-1998
Composer	United States	75/428,668	2,238,706	04-Feb-1998	13-Apr-1999
IC-6000	United States	275,133	1,196,698	22-Aug-1980	01-Jun-1982
Sentinel	United States	502,717	1,340,371	09-Oct-1984	11-Jun-1985
XTM	United States		1,174,967		27-Oct-1981
HLD-2	United States		1,199,395		29-Jun-1982
HLD3000	United States	678,667	1,482,814	17-Aug-1987	29-Mar-1988
D-TEK	United States	74/448,409		21-Sep-1994	
Gas-Mate	United States	75/669,707		30-Oct-1999	
TEK-Mate	United States	75/7,519	2,263,433	23-Dec-1996	20-Jul-1999
Sky	United States	75/493,619		22-May-1998	
INFICON	United States	231,203	1,153,025	13-Sep-1979	05-May-1981
"I" Logo	United States	75/89,794		01-Sep-1999	
OPENING THE FIELD TO NEW IDEAS	United States	75/013,555	2,088,213	25-Oct-1995	12-Aug-1997
The Instrumental Difference	United States	75/70,143	2,329,309	29-Mar-1999	14-Mar-2000

74383295

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

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 INFICON, INC.  
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 Leybold Inficon, Inc., a corporation organized under the laws of the state of Delaware ("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 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 \$ 7.6 million (in form of a note maturing on September 30, 2000), 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. 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.

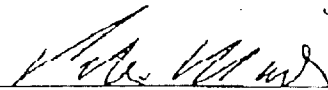
5. This Assignment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

6. 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]**

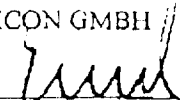
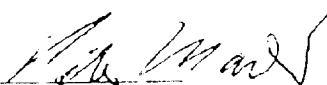
IN WITNESS WHEREOF, Assignor has caused this Intellectual Property Assignment to be executed as of the date first written above by its duly authorized officer.

ASSIGNOR

By:   
Name: Peter Maier  
Title: Vice President Finance

Accepted:

INFICON GMBH

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



SCHEDULE 1

No.	Description	Country	Status	Appln. No.	Filing Date	Patent No.	Issue Date
247_002	GAS PARTIAL PRESSURE SENSOR FOR VACUUM CHAMBER	DE	Granted	68916420	6/22/94	68916420	10/13/94
		EP	Granted	P89420314.0	8/25/89	396843	6/22/94
		FR	Granted	P89420314.0	8/25/89	396843	6/22/94
		GB	Granted	P89420314.0	8/25/89	396843	6/22/94
		JP	Pending	257,609/1	10/2/89		
		US	Granted	348955	5/8/89	4988871	1/29/91
247_016	FOURIER TRANSFORM MOLECULAR SPECTROMETER	US	Granted	797462	11/22/91	5233190	8/3/93
247_018	MULTIPLE CRYSTAL HEAD FOR DEPOSITION THICKNESS MONITOR	DE	Granted	P 40 18 971.6	6/13/90	40 18 971	9/9/91
		GB	Granted	9014280.3	6/27/90	2237640	4/14/93
		JP	Pending	241044/2	9/11/90		
		US	Granted	430428	11/2/89	5025664	6/25/91
247_027	CONTROL CIRCUITRY FOR QUARTZ CRYSTAL DEPOSITION MONITOR	DE	Granted	P4100683.6	1/11/91	P4100683.6	2/4/93
		GB	Granted	9100184.2	1/4/91	2240179	1/4/91
		JP	Pending	333464/2	11/29/90		
		US	Granted	464371	1/12/90	5117192	5/26/92
247_029	MEASURING AND CONTROLLING DEPOSITION ON A PIEZOELECTRIC MONITOR CRYSTAL	DE	Granted	P4035240.4	11/6/90	40 35 240	10/14/98
		GB	Granted	9021531	10/3/90	2242523	10/27/93
		JP	Published	315256/2	11/20/90		
		US	Granted	505668	3/30/90	5112642	5/12/92
247_043	GAS SENSOR	DE	Pending	P4130288.4	9/9/91		
		GB	Granted	9121857.8	10/15/91	2248940	10/26/94
		JP	Granted	212617/3	7/30/91	3015158	12/17/93
		KR	Granted	11603/91	7/9/91	169126	08/98
		US	Granted	600481	10/18/90	5104513	4/17/92
		US	Granted	781079	10/21/91	5284569	2/8/94
247_054	BUFFERED QUARTZ CRYSTAL	US	Granted	812685	12/23/91	5233261	8/3/93

247_057	ION DETECTION APPARATUS	US	Granted	226262	7/29/88	4952802	8/28/90
247_059	METHOD AND APPARATUS FOR SAMPLING REACTIVE ATMOSPHERE INTO A VACUUM CHAMBER OF AN ANALYZER	DE	Pending	94100609	1/18/94		
		FR	Pending	94100609	1/18/94		
		GB	Pending	94100609	1/18/94		
		IT	Pending	94100609	1/18/94		
		NL	Pending	94100609	1/18/94		
		US	Granted	7840	1/22/93	5318752	6/7/93
247_063	MINIATURE GAS SENSOR	AU	Granted	29048/92	10/20/92	651019	5/21/93
		DE	Published	P4293670.5	10/20/92		
		GB	Granted	9311804	10/20/92	2266154	10/20/92
		JP	Pending	507877/5	10/20/92		
		KR	Granted	93-701845	10/20/92	138497	2/18/98
		US	Granted	781079	10/21/91	5284569	2/8/94
		WO	Published	US92/08945	10/20/92		
247_070	SORPTION PUMP	CN	Published	94115362.2	9/16/94		
		DE	Pending	94113916.4	9/6/94		
		EP	Granted	94113916.4	9/6/94	645536	10/2/97
		FR	Pending	94113916.4	9/6/94		
		GB	Pending	94113916.4	9/6/94		
		IT	Pending	67438/BE/98	2/11/98		
		JP	Published	6-220145	9/14/94		
		KR	Pending	94-22725	9/9/94		
		US	Granted	123140	9/17/93	5401298	3/28/95
247_073	QUANTITATIVE DETERMINATION OF AIR PRESENT IN REFRIGERANT SAMPLE BY MEASUREMENT OF PRESSURE COEFFICIENT OF RESONANCE FREQUENCY	US	Granted	158562	11/29/93	5528924	6/25/96
		US	Granted	190306	2/2/94	5524477	6/11/96
247_078	METHOD AND DEVICE FOR GAS ANALYSIS	US	Granted	239140	5/6/94	5469732	11/18/97
247_096	DUAL ION SOURCE	US	Granted	08/891,648	7/11/97	5850084	12/5/98

		JS	Granted	08/863,818	5/27/97	5808308	9/15/98
247_097	METHOD OF MANUFACTURING A MINIATURE QUADRUPOLE USING ELECTRODE-DISCHARGE MACHINING	US	Granted	08/868,253	6/3/97	5852270	12/22/98
247_100	HIGH-SPEED HIGH-SENSITIVITY ACOUSTIC CELL FOR IN-LINE CONTINUOUS MONITORING OF MOCVD PRECURSOR GASES	DE	Pending	97109581.5	6/12/97		
		EP	Published	97109581.5	6/12/97		
		GB	Pending	97109581.5	6/12/97		
		JP	Pending	9-157056	6/13/97		
		US	Granted	08/748,599	11/13/96	5768937	6/23/98
247_101	COMPOSITE MEMBRANE AND SUPPORT ASSEMBLY	EP	Published	97420129.5	7/25/97		
		JP	Published	9-203570	7/29/97		
		US	Granted	08/681,945	7/29/96	5703359	12/30/97
247_103	ACOUSTIC CONSUMPTION MONITOR	EP	Published	98113036.2	6/29/99		
		JP	Published	10-214566	7/29/98		
		US	Pending	09/404,136	9/23/99		
247_110	ANGLED ION ELECTRODE FOR TOTAL PRESSURE COLLECTOR	GB	Pending	9806007.2	3/23/98		
		US	Granted	08/891,694	7/11/97	5834770	11/10/98
247_115	WALL DEPOSITION MONITORING SYSTEM	US	Granted	09/120,773	7/22/98	5948983	9/7/99
247_116	METHOD FOR LINEARIZATION OF ION CURRENTS IN A QUADRUPOLE MASS ANALYZER	GB	Published	9806048.6	3/23/98		
		JP	Pending	10-74686	3/23/98		
		US	Granted	08/891,695	7/11/97	5889281	3/30/99
247_123	ION COLLECTOR ASSEMBLY	EP	Published	99101152.9	1/21/99		
247_125	USE OF MASS SPECTROMETER IN VACUUM MANUFACTURING PROCESS	US	Pending	09/358,067	7/21/99		
		WO	Pending	99/16665	7/22/99		
247_127	ION COLLECTOR ASSEMBLY	EP	Published	99101152.9	1/21/99		
		US	Pending	09/072,034	5/4/98		
247_2311	TWO STAGE VALVE FOR USE IN PRESSURE CONVERTER	US	Granted	797793	11/14/85	4672203	6/9/87
247_2319	WAVELENGTH SPECIFIC DETECTION SYSTEM FOR MEASURING THE PARTIAL PRESSURE OF A GAS EXCITED BY AN ELECTRON BEAM	US	Granted	867093	5/27/86	4692630	9/8/87

## SCHEDULE 2

<u>Copyright</u>	<u>Description</u>
TWare32	TranspectorWare 32-bit (Emulator, Single, Multi)
TranspectorWare	TranspectorWare (Emulator, Single, Multi)
TWareLite	TranspectorWare Lite (scaled-down)
MQX	Multiple Quadrex software
SQX	Single Quadrex software
Falcon.exe	Fujitsu Automated Link & Control software
Waypoint.exe	Waypoint Integrated Monitoring System
Viewer.exe	Waypoint Data Viewer
WaypointNetworkManager.exe	Waypoint Network Manager
WWDog.exe	Waypoint WatchDog
RGAClient.exe	Waypoint RGA Client
Jiggilo.exe	Waypoint Activity Monitor
TStation.exe	(TranspectorStation) Transpector Integrated Monitoring System
TranspectorView	Transpector Visual Monitoring System (for Windows, for Mac)
Transpector DDE	Transpector Dynamic Data Exchange
SearchLight.pkg	Transpector Leak Check application for Hand-held (Apple Newton)
Snapshot.pkg	Transpector Bar and Analog application for Hand-held (Apple Newton)
IC5, Main	IC5 main display and control software
IC5, Measurement	IC5 measurement card software
Offline Editor	IC5, offline, DOS based editor
Sentinel III	Main processor software
SIV, IUI	Sentinel IV, software for IUI
SIV SCU	Sentinel IV, software for SCU
XTC/2 and XTC/C	Software for XTC/2 and XTC/C
XTC/B	Software for XTC/B
XTM	Software for XTM
OGC	Software for OGC/1 processor
MonitorWare	Main software control and display software for Composer
SetupTool	Setup utility for Composer
Firmware for Composer	Firmware for embedded processor in Composer
Firmware for Transpector	Firmware for embedded processor in Transpectors 1&2 (Not copyrighted)
Firmware for VSC	Firmware for embedded processor in CIS2's Vacuum System Controller (Not copyrighted)

**SCHEDULE 3**

Trademark	Countries of Registration	Application No.	Reg. No.	Filing Date	Grant Date
Preclude					
Transpector	United States	74 / 383,295	1,821,103	28-Apr-1993	15-Feb-1994
TranspectorView	United States	74 / 641,871	1,949,100	03-Mar-1995	16-Jan-1996
TranspectorWare					
Virtual Valve					
WayPoint	United States	75 / 227,255	2,158,455	17-Jan-1997	19-May-1998
FabStar					
Composer	United States	75 / 428,668	2,238,706	04-Feb-1998	13-Apr-1999
FabGuard	United States	(in progress)			
IC-6000	United States	275,133	1,196,698	22-Aug-1980	01-Jun-1982
Sentinel	United States	502,717	1,340,371	09-Oct-1984	11-Jun-1985
XTM	United States	Find #	1,174,967	Find date	27-Oct-1981
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D-TEK	United States	74 / 448,409	(could not register)	21-Sep-1994	
Gas-Mate	United States	75 / 669,707		30-Oct-1999	
TEK-Mate	United States	75 / 17,519	2,263,433	23-Dec-1996	20-Jul-1999
Wey-TEK					
Xtract-R					
Sky	United States	75 / 493,619		22-May-1998	
INFICON	Argentina	2238640		03-Sep-1999	
	Brazil				
	Canada	638,122	376,857	09-Aug-1989	07-Dec-1990
	China	2000004075		01-Jan-2000	
	Japan	91248 / 1	2,360,393	09-Aug-1989	25-Dec-1991
	Korea, South	89-20795	209249	17-Aug-1989	05-Feb-1991
	Singapore	T99 / 09257H		25-Aug-1999	
	Switzerland	07576 / 1999		24-Aug-1999	
	Taiwan	88041560		23-Aug-1999	
	United States	231,203	1,153,025	13-Sep-1979	05-May-1981
"I" Logo	Argentina	2238641		03-Sep-1999	
	Brazil	822301580		17-Dec-1999	
	Canada	1,026,596		23-Aug-1999	
	China	2000004076		01-Jan-2000	
	European Community	1288992		26-Aug-1999	
	Japan	88240-1999		29-Sep-1999	
	Korea, South	99-32089		31-Aug-1999	
	Singapore	T99 / 09256Z		25-Aug-1999	
	Switzerland	07575 / 1999		24-Aug-1999	
	Taiwan	88041559		23-Aug-1999	
	United States	75 / 789,794		01-Sep-1999	
OPENING THE FIELD TO NEW IDEAS	United States	75 / 613,555	2,088,213	25-Oct-1995	12-Aug-1997
The Instrumental Difference	United States	75 / 670,143	2,329,309	29-Mar-1999	14-Mar-2000