

01-08-2001

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK



101574228

### RECORDATION 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  Effective Date  
Month Day Year
- Change of Name
- 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

#### 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)

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership  Association
- Corporation  Association
- Other

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.)

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

01/04/2001 6TON11 00000137 74483456

40.00 OP  
25.00 OP

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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: 002207 FRAME: 0121

**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  Attn: Sebastian Camua

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="74/483456"/>	<input type="text" value="75/269169"/>	<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.

Sebastian Camua

Name of Person Signing

Signature

12/7/00

Date Signed

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of October 31, 2000 by and between SAND HILL CAPITAL II, LP ("Sand Hill") and PRIMAXX, INC., a Delaware corporation formerly known as Primaxx Acquisition Corp. ("Borrower"), with reference to the following facts:

Sand Hill and Borrower are parties to that certain loan agreement of even date (as amended from time to time, the "Loan Agreement"). Capitalized terms used herein have the meaning assigned in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Sand Hill a security interest in all of Borrower's right, title and interest, whether presently existing or hereafter acquired, in, to and under the Collateral.

NOW, THEREFORE, Borrower agrees as follows:

To secure performance of its "Obligations" as defined in the Loan Agreement, Borrower grants to Sand Hill a security interest in all of Borrower's right, title and interest in Borrower's Intellectual Property (including without limitation those trademarks, patents, and copyrights and mask works, respectively, listed on Schedules A, B and C hereto), including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits).

Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all of Grantor's software, computer programs, mask works, and other works of authorship subject to United States copyright protection (other than off-the-shelf software licensed to Grantor on a non-exclusive basis), including, without limitation, those for which the sale, licensing or other disposition results in royalties receivable, license fees receivable, accounts receivable or other sums owing to Grantor. Grantor shall, within 15 days after the date hereof, register or cause to be registered (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, those Intellectual Property rights listed on Schedules A, B and C hereto. Grantor shall register or cause to be registered on an expedited basis with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, those additional patents, trademarks, software, computer programs, mask works, and other works of authorship developed or acquired by Grantor from time to time hereafter (including without limitation revisions or additions to the Intellectual Property rights listed on such Schedules A, B and C). Grantor shall from time to time, execute and file such other instruments, and take such further actions as Sand Hill may reasonably request from time to time to perfect or continue the perfection of Sand Hill's interest in the Intellectual Property.

This security interest is granted in conjunction with the security interest granted to Sand Hill under the Loan Agreement. Each right, power and remedy of Sand Hill provided for herein shall not preclude the simultaneous or later exercise by Sand Hill of any or all other rights, powers or remedies.


[remainder of page intentionally left blank; signature page follows]

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one agreement.

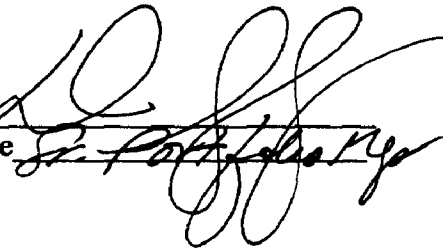
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Borrower:  
7377 William Avenue  
Allentown, Pennsylvania 18106  
Att'n: VP – Finance

PRIMAXX, INC. (formerly known as Primaxx  
Acquisition Corp.)

By   
Title VP FINANCE  
STEPHEN ARUFFIS

Address of Sand Hill:  
3000 Sand Hill Road  
Building 2, Suite 110  
Menlo Park, CA 94025  
Attn: Robert Johnson

SAND HILL CAPITAL II, LP  
By   
Title General Counsel

Form: Version -2 7/31/00

SCHEDULE A

Trademarks

<u>Description</u>	<u>Country &amp; Registration/ Application Number</u>	<u>Registration/ Application Date</u>
<u>Primaxx</u>	Canada – China – Europe – Israel – Japan – Korea – Malaysia – Singapore – Taiwan – Thailand #74/483,456	June 17 <sup>th</sup> , 1997
<u>Primaxx2F</u>	China – Europe – Israel – Japan – Korea – Malaysia – Singapore – Taiwan – Thailand #75/269,169	April 3 <sup>rd</sup> , 1997

SCHEDULE B

Patents

<u>Description</u>	<u>Country &amp; Registration/ Application Number</u>	<u>Registration/ Application Date</u>
<u>Patents</u>		
<i>Primaxx Owned Patents</i>		
Cluster Tool Dry Cleaning System	United States 5,228,206	July 20, 1993
Cluster Tool Dry Cleaning System	Europe 90,300,200.8	
Cluster Tool Dry Cleaning System	Japan 5-6157	
<i>Penn State University Patents Licensed to Primaxx</i>		
Controlled Etching of Oxides via Gas Phase Reactions	United States 5,439,553	August 8 <sup>th</sup> , 1995
Process for Etching Processing Oxide Films in a Sealed Photchemical Reactor	United States 5,234,540	
Controlled Etching of Oxides via Gas Phase Reactions	Europe 95,301,033.7	
Controlled Etching of Oxides via Gas Phase Reactions	Japan HEI.7-88,359	
Process for Etching Processing Oxide Films in a Sealed Photchemical Reactor	Japan 5-101,531	
<i>Primaxx Jointly Owned With Symetrix</i>		
Method and Apparatus for Misted Liquid Deposition of Thin Films with Reduced Mist Particle Size	United States – 6,116,184	September 12 <sup>th</sup> , 2000

Patent Applications

<i>Primaxx</i>		
Method and Apparatus for Metal Oxide Chemical Vapor Deposition on a Substrate Surface	United States – 09/272,036	
Div. of Method and Apparatus for Metal Oxide Chemical Vapor Deposition on a Substrate Surface	09/352,080	

Method and Apparatus for Uniform Direct Radiant Heating in a Rapid Thermal Processing Reactor

09/590,824

*Symetrix Patents Licensed to Primaxx*

Process for Liquid Source Deposition of Thin Film

United States –  
09/620,751

July 21<sup>st</sup>, 2000

Method and Apparatus for Misted Deposition of Integrated Circuit Quality Thin Films

Europe  
2087/002EP

Method and Apparatus for Misted Deposition of Integrated Circuit Quality Thin Films

Korea  
2087/002KR

Method and Apparatus for Misted Deposition of Integrated Circuit Quality Thin Films

Japan  
2087/002JP

Method and Apparatus for Misted Liquid Source Deposition of Thin Films w/Reduced Mist Particle Size

Europe  
2087/001EP

Method and Apparatus for Misted Liquid Source Deposition of Thin Films w/Reduced Mist Particle Size

Japan  
2087/001JP

Method and Apparatus for Misted Liquid Source Deposition of Thin Films w/Reduced Mist Particle Size

Korea  
2087/001KR

Method and Apparatus for Misted Liquid Source Deposition of Thin Films w/Reduced Mist Particle Size

Germany ??  
#2087/007PC

SCHEDULE C

Copyrights, Mask Works, and other Works of Authorship

<u>Description</u>	<u>Country &amp; Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None		