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U.S. Patent & TMO/TM Mail Rpt Dt. #57

RECORD

DEPARTMENT OF COMMERCE
Patent and Trademark Office

TR. 101667171

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

1. Name of conveying party(ies):

Palo Alto Technologies, Inc.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation - State of California
- Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: Asyst Technologies, Inc.

Address: 48761 Kato Road

Fremont, California 94538

- Individual(s) Citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation - State California
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation must be a separate document from Assignment.)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other Stock Purchase Agreement

Execution Date: August 27, 1999

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

75/477,129

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Mark E. Miller, Esq.

Address: Fliesler, Dubb, Meyer & Lovejoy LLP

Four Embarcadero Center, Suite 400

San Francisco, CA 94111

Telephone: (415) 362-3800

6. Total Number of applications and registrations involved: 1

(\$40 first mark per document; \$25 second and subsequent marks in same document.)

7. Total fee (37 CFR 3.41).....\$ \$40.00 E

Check Enclosed

8. Authorized to charge any additional fees or credit any overpayment to Deposit Account No. 06-1325. (A duplicate copy of this authorization is **not** enclosed.)

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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.

Mark E. Miller
Attorney or Agent
Reg. No. 31,401

Signature 

March 14, 2001
Date

10. Total number of pages comprising cover sheet: 1

STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT ("Agreement") is made and entered into as of August 27, 1999, by and among: **ASYST TECHNOLOGIES, INC.**, a California corporation ("Asyst"); **PALO ALTO TECHNOLOGIES, INC.**, a California corporation (the "Company"); the shareholders of the Company (the "Shareholders") and the optionholders of the Company (the "Optionholders"). Certain other capitalized terms used in this Agreement are defined in Exhibit A.

RECITALS

A. The Shareholders own a total of 9,626,775 shares of the common stock of the Company ("Company Common Stock") and a total of 1,038,293 shares of the Series A Preferred Stock of the Company ("Company Preferred Stock") which constitute all of the outstanding capital stock of the Company.

B. The Optionholders own (i) vested options to purchase a total of 518,460 shares of the common stock of the Company ("Vested Options") and (ii) unvested options to purchase a total of 169,940 shares of the common stock of the Company ("Unvested Options").

C. The Shareholders wish to sell the Company Common Stock and the Company Preferred Stock to Asyst on the terms set forth in this Agreement.

D. The Optionholders wish to sell the Vested Options to Asyst on the terms set forth in this Agreement and to convert the Unvested Options into New Asyst Options (as defined below) on the terms set forth in this Agreement.

AGREEMENT

The parties to this Agreement agree as follows:

Section 1. DESCRIPTION OF TRANSACTION

1.1 **Sale and Purchase of Shares.** At the Closing, each Shareholder shall sell, assign, transfer and deliver such Shareholder's respective shares of Company Common Stock and shares of Company Preferred Stock to Asyst, and Asyst shall purchase the Company Common Stock and the Company Preferred Stock from the Shareholders, on the terms and subject to the conditions set forth in this Agreement.

1.2 **Sale and Purchase of Vested Options.** At the Closing, each Optionholder shall sell, assign, transfer and deliver such Optionholder's respective Vested Options to Asyst, and Asyst shall purchase the Vested Options from the Optionsholders, on the terms and subject to the conditions set forth in this Agreement.

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(h) the Company has not (i) acquired, leased or licensed any right or other asset from any other Person, (ii) sold or otherwise disposed of, or leased or licensed, any right or other asset to any other Person, or (iii) waived or relinquished any right, in each case except for immaterial rights or other immaterial assets acquired, leased, licensed or disposed of in the ordinary course of business and consistent with the Company's past practices;

(i) the Company has not written off as uncollectible, or established any extraordinary reserve with respect to, any account receivable or other indebtedness (except for accounts receivable or other indebtedness not exceeding \$10,000 individually or \$25,000 in the aggregate);

(j) the Company has not made any pledge of any of its assets or otherwise permitted any of its assets to become subject to any Encumbrance, except for pledges of immaterial assets made in the ordinary course of business and consistent with the Company's past practices;

(k) the Company has not (i) lent money to any Person (other than pursuant to routine travel advances made to employees in the ordinary course of business), or (ii) incurred or guaranteed any indebtedness for borrowed money;

(l) the Company has not (i) established or adopted any Plans (as defined in Section 2.15), (ii) paid any bonus or made any profit-sharing or similar payment to, or increased the amount of the wages, salary, commissions, fringe benefits or other compensation or remuneration payable to, any of its directors, officers or employees, or (iii) hired any new employee;

(m) the Company has not changed any of its methods of accounting or accounting practices in any respect;

(n) the Company has not made any Tax election;

(o) the Company has not commenced or settled any Legal Proceeding;

(p) the Company has not entered into any material transaction or taken any other material action outside the ordinary course of business or inconsistent with its past practices; and

(q) the Company has not agreed or committed to take any of the actions referred to in clauses "(c)" through "(p)" above.

2.6 Title to Assets

(a) The Company owns, and has good, valid and marketable title to, all assets purported to be owned by it, including: (i) all assets reflected on the Unaudited Interim Balance Sheet; (ii) all assets referred to in Section 2.1(e), 2.7(b) and 2.8 and all of the Company's rights under the Material Contracts (as defined in Section 2.9) and (iii) all other assets reflected in the Company's books and records as being owned by the Company. All of said assets are owned by the Company free and clear of any liens or other Encumbrances, except for (x) any lien for

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current taxes not yet due and payable, and (y) minor liens that have arisen in the ordinary course of business and that do not (in any case or in the aggregate) materially detract from the value of the assets subject thereto or materially impair the operations of the Company.

(b) The Company has good title to all assets that are material to the business of the Company and that are being leased or licensed to the Company.

(c) All material items of equipment and other tangible assets owned by or leased to the Company are adequate for the uses to which they are being put, are in good condition and repair (ordinary wear and tear excepted) and are adequate for the conduct of the Company's business in the manner in which such business is currently being conducted.

(d) The Company does not own any real property or any interest in real property.

2.7 Bank Accounts; Receivables.

(a) Part 2.7(a) of the Disclosure Schedule provides accurate information with respect to each account maintained by or for the benefit of the Company at any bank or other financial institution.

(b) Part 2.7(b) of the Disclosure Schedule provides an accurate and complete breakdown and aging of all accounts receivable, notes receivable and other receivables of the Company as of June 30, 1999. All existing accounts receivable of the Company (including those accounts receivable reflected on the Unaudited Interim Balance Sheet that have not yet been collected and those accounts receivable that have arisen since June 30, 1999 and have not yet been collected) (i) represent valid obligations of customers of the Company arising from bona fide transactions entered into in the ordinary course of business, and (ii) are current and are currently expected to be collected in full when due, without any counterclaim or set off (net of an allowance for doubtful accounts not to exceed \$25,000 in the aggregate).

2.8 Proprietary Assets.

(a) Part 2.8(a)(i) of the Disclosure Schedule sets forth, with respect to each Company Proprietary Asset registered with any Governmental Body or for which an application has been filed with any Governmental Body, (i) the title of such Proprietary Asset, and (ii) the names of the jurisdictions covered by the applicable registration or application. Section 2.8(a)(ii) of the Disclosure Schedule identifies each Proprietary Asset licensed to the Company by any Person (except for any Proprietary Asset that is licensed to the Company under any third party software license generally available to the public at a cost of less than \$10,000), and identifies the license agreement under which such Proprietary Asset is being licensed to the Company. The Company has good, valid and marketable title to all of the Company Proprietary Assets identified in Parts 2.8(a)(i) of the Disclosure Schedule, free and clear of all liens and other Encumbrances, and has a valid right to use all Proprietary Assets identified in Part 2.8(a)(iii) of the Disclosure Schedule. The Company is not obligated to make any payment to any Person for the use of any Company Proprietary Asset. The Company has not developed jointly with any other Person any Company Proprietary Asset with respect to which such other Person has any rights.

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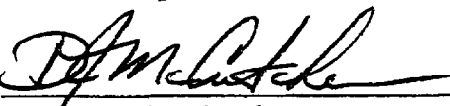
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The parties hereto have caused this Agreement to be executed and delivered as of the date hereof.

ASYST TECHNOLOGIES, INC.
a California corporation

By: 
Douglas J. McCutcheon
Senior Vice President,
Chief Financial Officer

PALO ALTO TECHNOLOGIES, INC.
a California corporation

By: _____
Name: _____
Title: _____

SHAREHOLDERS:

Name: _____
Title: _____

OPTIONHOLDERS:

Name: _____
Title: _____

SHAREHOLDERS' AGENT:

Name: _____
Title: _____

The parties hereto have caused this Agreement to be executed and delivered as of the date hereof.

ASYST TECHNOLOGIES, INC.
a California corporation

By: _____
Douglas J. McCutcheon
Senior Vice President,
Chief Financial Officer

PALO ALTO TECHNOLOGIES, INC.
a California corporation

By: Erik N. Jansen
Name: ERIK N. JANSEN
Title: CEO / BOARD MEMBER
8/16/99

SHAREHOLDERS:

Erik N. Jansen
Name: ERIK N. JANSEN
Title: CEO / BOARD MEMBER
8/16/99

OPTIONHOLDERS:

Name: _____
Title: _____

SHAREHOLDERS' AGENT:

Erik N. Jansen
Name: ERIK N. JANSEN
Title: CEO / BOARD MEMBER
8/16/99

agency, commission, instrumentality, official, organization, unit, body or Entity and any court or other tribunal).

Indemnitees. "Indemnitees" shall mean the following Persons: (a) Asyst; (b) Asyst's current and future affiliates (including the Surviving Corporation); (c) the respective Representatives of the Persons referred to in clauses "(a)" and "(b)" above; and (d) the respective successors and assigns of the Persons referred to in clauses "(a)", "(b)" and "(c)" above; *provided, however*, that the Shareholders shall not be deemed to be "Indemnitees."

Legal Proceeding. "Legal Proceeding" shall mean any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), hearing, inquiry, audit, examination or investigation commenced, brought, conducted or heard by or before, or otherwise involving, any court or other Governmental Body or any arbitrator or arbitration panel.

Legal Requirement. "Legal Requirement" shall mean any federal, state, local, municipal, foreign or other law, statute, constitution, principle of common law, resolution, ordinance, code, edict, decree, rule, regulation, ruling or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Body.

Material Adverse Effect. A violation or other matter will be deemed to have a "Material Adverse Effect" on the Company if such violation or other matter (considered together with all other matters that would constitute exceptions to the representations and warranties set forth in the Agreement or in the Closing Certificate but for the presence of "Material Adverse Effect" or other materiality qualifications, or any similar qualifications, in such representations and warranties) would have a material adverse effect on the Company's business, condition, assets, liabilities, operations, financial performance or prospects.

Person. "Person" shall mean any individual, Entity or Governmental Body.

Proprietary Asset. "Proprietary Asset" shall mean any: (a) patent, patent application, trademark (whether registered or unregistered), trademark application, trade name, fictitious business name, service mark (whether registered or unregistered), service mark application, copyright (whether registered or unregistered), copyright application, maskwork, maskwork application, trade secret, know-how, customer list, franchise, system, computer software, computer program, invention, design, blueprint, engineering drawing, proprietary product, technology, proprietary right or other intellectual property right or intangible asset; or (b) right to use or exploit any of the foregoing.

Registrable Securities. "Registrable Securities" means Asyst Common Stock received in consideration for Company Preferred Stock in connection with this Agreement.

Registration Expenses. "Registration Expenses" shall mean all expenses incurred by Asyst in complying with Section 10.4 hereof, including, without limitation, all registration and filing fees, printing expenses, blue sky fees and expenses and the expense of any special audits incident to or required by any such registration (but excluding the compensation of regular employees of Asyst which shall be paid in any event by Asyst).