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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

3-21-01

2001

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

- 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)

- Individual General Partnership Limited Partnership 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

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:
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TRADEMARK
REEL: 002267 FRAME: 0880

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)

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.

Paul A. McLean

Paul A. McLean

3/16/01

Name of Person Signing

Signature

Date Signed

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the "Agreement") is made and entered into as of the June 30, 2000, by and between OptCom, Inc., a California corporation ("OptCom"), and SciVac, Inc., a California corporation ("SciVac").

RECITALS:

SciVac and OptCom are parties to that certain Stock Purchase Agreement dated as of June 30, 2000 by and between SciVac and OptCom (the "Purchase Agreement") pursuant to which SciVac agreed to sell all of its capital stock to OptCom in exchange for certain of OptCom's assets as set forth on Exhibit A hereto.

Such assets consist of the contracts, patents, cash, inventory and other items listed on Exhibit A hereto, subject to all mortgages, liens, deeds of trust, security interests, pledges, restrictions, prior assignments, charges, claims, defects in title and encumbrances of any kind or type whatsoever, and including the intellectual property contained therein and the goodwill of the business symbolized thereby (collectively, the "Assets and Liabilities").

OptCom intends to effect a spin-off of SciVac by means of a dividend to OptCom's shareholders consisting of all of the issued and outstanding shares of SciVac (the "Dividend").

NOW, THEREFORE, for good and valuable consideration, the parties promise and agree as follows:

1. OptCom hereby assigns and transfers to SciVac and its successors and assigns, all of OptCom's right, title and interest in and to, and obligations under, the Assets and Liabilities.
2. SciVac (i) accepts the assignment of the Assets and Liabilities, and (ii) agrees to assume, keep, perform and fulfill the obligations of OptCom under the Assets and Liabilities which accrue and which are based on performance obligations arising from and after the date of this Agreement. Notwithstanding the foregoing, OptCom acknowledges that it will remain jointly and severally liable under for all Assets and Liabilities whose assignment requires third-party consent, until such consent is obtained.
3. SciVac acknowledges that, by virtue of the Dividend, the terms of each option or warrant exercisable for OptCom capital stock will be adjusted so that the option or warrant will be exercisable for a number of units equal to the number of shares of OptCom capital stock currently subject to such option and warrant, with each unit to consist of (i) one share of the same class and series of OptCom capital stock as is specified on the face of the option or warrant and (ii) one share of the same class and series of SciVac capital stock. SciVac hereby agrees that, upon exercise of any such OptCom option or warrant or any portion thereof, SciVac will issue such number of shares of SciVac capital stock as the holder elects to purchase, in consideration for 10% of the exercise price paid by the holder shall be treated by OptCom as having been received on SciVac's behalf and shall be remitted to SciVac promptly after being received by OptCom. SciVac further agrees to deliver an appropriate notice to each holder of any currently

outstanding OptCom option or warrant acknowledging its obligation to issue shares of its capital stock upon exercise thereof.

4. The parties hereby covenant and agree to execute such further documents and instruments and to take such additional actions as may reasonably be requested by either to effectuate the intent of this Assignment.

5. Except as specifically stated in this Agreement or in the Purchase Agreement, SciVac assumes no other debt, liability or obligation of OptCom, and it is expressly understood and agreed that all non-assumed assets, debts, obligations and liabilities and any obligation of OptCom arising under the Purchase Agreement will remain the sole obligation of OptCom.

6. Any notice required or permitted under this Agreement will be in writing and will be considered sufficiently given and received in all respects when delivered in accordance with the provisions of Paragraph 7 of the Purchase Agreement.

7. This Agreement will bind and inure to the benefit of the parties and their respective heirs, successors, assigns and legal representatives.

8. This Agreement and all questions arising in connection with it will be governed and construed in accordance with the internal laws of the State of California without regard to its conflict of law principles.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day, month and year first above written.

OPTCOM, INC.

SCIVAC, INC.

By: David B. Pearce

By: David B. Pearce

Title: President & CEO

Title: President & CEO

Exhibit A

Contracts

1. Development Agreements signed on March 27, 2000 and April 19, 2000 by and between SciVac, a California corporation and Toolex International NV, a company organized under the laws of the Kingdom of Netherlands
2. Letter agreement dated July 23, 1999 by and between UltraCard, Inc. and SciVac, a California corporation (the "Parties"), as modified and extended by that certain letter agreement dated January 31, 2000 by and between the Parties, SciVac Quote Number 10013 dated February 25, 2000 and the related purchase order, as well as any other written or oral contracts by and between the Parties
3. Assignment Agreement effective as of February 24, 1999 by and between SciVac, a California corporation and Ulvac Japan Ltd., a Japanese corporation
4. Authorized Distributor Agreement effective as of February 24, 1999 by and between SciVac, a California corporation and Ulvac Japan Ltd., a Japanese corporation
5. Master Lease Agreement Number 913146 and the addendum thereto dated as of August 5, 1999, and that certain Master Lease Agreement Number 912350 and the addendum thereto signed on April 23, 1998, together with all related security deposits and security agreements, by and between First Portland Corporation a.k.a. FirstCorp and SciVac, a California corporation
6. Certain specified rights and obligations under the Development and Supply Agreement signed on May 10, 1999 by and between SciVac, a California corporation and E-TEK Dynamics, Inc., a Delaware corporation
7. Agreement containing Section 1 entitled "Right of First Refusal" and made as of August 12, 1998 by and between SciVac, a California corporation and Seagate Technology, Inc.

Patents

1. U.S. Patent Application No. 08/703,011, Issued as U.S. Patent No. 5,753,092 (if applicable.) Entitled A CYLINDRICAL CARRIAGE SPUTTERING SYSTEM, Filed 08/26/96, Issued May 19, 1998, Assigned to SciVac
2. U.S. Patent Application No. 09/284,210, Entitled A CYLINDRICAL CARRIAGE SPUTTERING SYSTEM, Filed 09/02/99, Assigned to SciVac
3. U.S. Patent Application No. 60/107,386, Entitled SPUTTERING APPARATUS AND PROCESS FOR HIGH RATE COATINGS, Filed

11/06/98, Assigned to SciVac

4. U.S. Patent Application No. 09/330,883, Entitled INVERTED FIELD CIRCULAR MAGNETRON SPUTTERING DEVICE, Filed 06/11/99, Assigned to SciVac
5. U.S. Patent Application No. 09/397,445 Entitled SPUTTERING APPARATUS AND PROCESS FOR HIGH RATE COATINGS

Trademarks

1. All trademark rights in the SCIVAC name and logo

Other Assets and Liabilities

1. Cash: \$250,000
2. Deposits: \$85,000 representing security deposits on leases between OptCom and FirstCorp
3. Account Receivable: \$350,000 representing accounts receivable due from Toolex and UltraCard
4. Inventory: \$1,950,000 representing all inventory of OptCom
5. Fixed Assets: \$1,100,000 representing fixed assets related to the systems business of OptCom (which is subject to \$340,000 in accumulated depreciation)
6. Accrued Liabilities: \$30,000 representing a warranty reserve for "systems" installed with customers of systems business being assigned to SciVac
7. Customer Deposits: \$1,200,000 representing a cash deposit received from UltraCard for a system expected to be shipped