

05-09-2001

FORM PTO-1594  
(Rev 5-93)



U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Pat

101708350

al documents or copy thereof.

1. Name of conveying party(ies):  
MICROCOATING TECHNOLOGIES, INC.

Individual(s) citizenship:  
Association:  
General Partnership:  
Limited Partnership:  
Corporation - State: GEORGIA  
Other:

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

2. Name and address of receiving party(ies):  
Name: IMPERIAL BANK  
Address: 226 AIRPORT PARKWAY  
City: SAN JOSE State: CA Zip: 95110

Individual(s) citizenship:  
Association:  
General Partnership:  
Limited Partnership:  
Corporation - State:  
Other: a California chartered bank

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations 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

Execution Date: July 27, 2000

4. Application number(s) or trademark number(s):  
A. Trademark Application No.(s)  
75/795,702

B. Trademark Registration No.(s) **400E**

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Erin O'Brien  
Internal Address: GRAY CARY WARE & FREIDENRICH  
400 Hamilton Avenue  
Palo Alto, California 94301

6 Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) . . . . . \$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_  
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Erin O'Brien  
Name of Person Signing

*Erin O'Brien*  
Signature

April 24, 2001  
Date

Total number of pages comprising cover sheet: [ 27 ]

Mail Documents to be recorded with required cover sheet information to:  
U.S. Patent and Trademark Office, Office of Public Records  
1213 Jefferson Davis Highway, 3rd Floor  
Arlington, VA 22202

RECEIVED  
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 DIVISION OF PATENT & TRADEMARKS

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "Agreement") is made as of July 27, 2000, by and between MICROCOATING TECHNOLOGIES, INC., a Georgia corporation ("Grantor"), and IMPERIAL BANK, a California chartered bank ("Secured Party").

### RECITALS

A. Secured Party has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Credit Agreement dated as of July 27, 2000 (the "Credit Agreement"), that certain Promissory Note dated as of July 27, 2000, and that certain Commercial Security Agreement dated as of July 27, 2000, collectively, with this Agreement, the "Loan Documents" (all capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Documents).

B. Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in all of Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future indebtedness, obligations and liabilities to Secured Party, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following (all of which shall collectively be called the "Collateral"), provided, however, that Collateral shall in no event include the Nonexclusive Patent License Agreement from the Lockheed Martin Energy Research Corporation dated February 1, 1998, as amended, or any of Grantor's rights thereunder and no attempt has been or will be made to use such agreement or Grantor's rights thereunder as Collateral for any of Grantor's obligations to Secured Party hereunder, under any other written agreement between Grantor and Secured Party or otherwise:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held by Grantor, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held by Grantor;

(c) Any and all design rights which may be now or hereafter existing, created, acquired or held by Grantor;

(d) All patents, patent applications and like protections held by Grantor including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections held by Grantor, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights of Grantor to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties owed or which may be owed to Grantor arising from such use to the extent permitted by such license or rights;

(h) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this security agreement.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows (subject to any exceptions set forth in the Schedule attached hereto and approved by Secured Party):

(a) Grantor is now the sole owner (subject to any exceptions set forth in the Schedule attached hereto and approved by Secured Party) of or has rights to use the Collateral, except for licenses granted by Grantor to its customers in the ordinary course of business;

(b) Grantor's rights as a licensee of intellectual property, as set forth in the Schedule, give rise to a majority of its gross revenue in any given month, including without limitation revenue derived from the sale, licensing, rendering or disposition of any product or service;

(c) Performance of this Agreement does not conflict with or result in a breach of any agreement to which Grantor is party or by which Grantor is bound the breach of which would be reasonably likely to have a Material Adverse Effect;

(d) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for licenses granted by Grantor in the ordinary course of business or as set forth in this Agreement and for permitted liens under Section 5.03 of the Credit Agreement;

(e) To its knowledge, each of the Patents that has been issued is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(f) Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing any applications or registrations that Grantor has made or filed in respect of any Patents, Copyrights or Trademarks and the status of any outstanding applications or registrations. Grantor shall promptly advise Secured Party of any material change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in this Agreement;

(g) Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights (ii) use commercially reasonable efforts to detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which shall not be unreasonably withheld, conditioned, or delayed;

(h) Grantor shall apply for registration on a reasonably diligent basis (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable: (i) those intellectual property rights listed on Exhibits A, B and C hereto which are not yet registered and which, in the reasonable judgment of Grantor and its legal counsel, are capable of being registered; (ii) all registerable intellectual property rights Grantor has developed as of the date of this Agreement which are not yet registered and which, in the reasonable judgment of Grantor and its legal counsel, are capable of being registered; and (iii) those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product, prior to the sale or licensing of such product to any third party and prior to Grantor's use of such product (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C). Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral and Grantor shall give Secured Party notice of all such applications or registrations in accordance with Section 3(f) of this Agreement. Unless an Event of Default has occurred hereunder, Secured Party agrees not to specifically file with the United States Patent and Trademark Office notice of its security interest in Grantor's trademark and patent applications. Grantor shall immediately notify Secured Party upon the registration of any new Trademarks or Copyrights held by Grantor and/or the issuance of any new Patents held by Grantor, and provide Secured Party with any information it requires relating to the same;

(i) Except as may be otherwise agreed to in writing by Grantor and Secured Party and for permitted liens under Section 5.03 of the Credit Agreement, this Agreement creates, and in the case of after acquired Collateral, this Agreement will create at the time Grantor first has rights in such after acquired Collateral, in favor of Secured Party a valid and perfected first priority security interest in the Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Documents upon making the filings referred to in clause (j) below;

(j) To its knowledge, except for, and upon, the filing of the proper UCC-1 financing statements with the appropriate Office of the Secretary of State and the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights necessary to perfect the security interests created hereunder, and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any United States governmental authority or United States regulatory body is required either (i) for the grant by Grantor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Grantor in the United States or (ii) for the perfection in the United States or the exercise by Secured Party of its rights and remedies hereunder;

(k) All written or oral information heretofore, and herein supplied to Secured Party by Grantor or by Grantor's executive officers or legal counsel with respect to the Collateral is accurate and complete in all material respects, and Grantor will not make any future representations to Secured Party with respect to the Collateral unless such representations are accurate and complete in all material respects;

(l) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that would be reasonably likely to prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts; and

(m) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Secured Party in writing of any event that materially adversely affects the value of any Collateral, the ability of Grantor to dispose of any Collateral or the rights and remedies of Secured Party in relation thereto, including the levy of any legal process against any of the Collateral.

4. Consent of Inbound Licensors. Prior to entering into or becoming bound by any license or agreement pursuant to which Grantor will obtain rights to technologies owned by third parties for use as a material part of Grantor's business or that is reasonably likely to have a material impact on Grantor's business or financial condition, Grantor shall: (i) provide written notice to Secured Party of the material terms of such license or

agreement with a description of its likely impact on Grantor's business or financial condition; and (ii) take such steps as Secured Party requests to obtain the consent of, or waiver by, any person whose consent or waiver is necessary for Grantor's interest in such licenses or contract rights to be deemed Collateral and for Secured Party to have a security interest in it that might otherwise be restricted by the terms of the applicable license or agreement, whether now existing or entered into in the future. Notwithstanding the preceding provisions of this Section 4, if Grantor is unable for any reason to obtain any such waiver or consent, Grantor shall not be precluded from entering into such license or other agreement; provided, however, that Grantor shall not be entitled to borrow proceeds of any Loans on the basis of any accounts receivable which may be generated from any such license or agreement.

5. Secured Party's Rights. Secured Party shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this Agreement to take but which Grantor fails to take, after fifteen (15) days' written notice to Grantor. Grantor shall reimburse and indemnify Secured Party for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 5.

6. Inspection Rights. Grantor hereby grants to Secured Party and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Grantor, any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested.

7. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B and Exhibit C, thereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its reasonable discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law and (iii) after the occurrence of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

8. Events of Default. The occurrence of any of the following shall constitute an Event of Default under the Agreement:

(a) A default or an Event of Default occurs under the Loan Documents; or

(b) Grantor breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within fifteen (15) days of the occurrence of such breach.

9. Remedies. Upon the occurrence and continuance of an Event of Default, Secured Party shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Collateral and any tangible property in which Secured

Party has a security interest and to make it available to Secured Party at a place designated by Secured Party. Secured Party shall have a nonexclusive, royalty free license to use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit Secured Party to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorneys' fees) incurred by Secured Party in connection with the exercise of any of Secured Party's rights hereunder, including without limitation any expense incurred in disposing of the Collateral. All of Secured Party's rights and remedies with respect to the Collateral shall be cumulative.

10. Indemnity. Grantor agrees to defend, indemnify and hold harmless Secured Party and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the Collateral and the use thereof, and (b) all losses or expenses (including, but not limited to, actual damages, but not including consequential or special damages) in any way suffered, incurred, or paid by Secured Party as a result of or in any way arising out of a breach by Grantor of any provision of this Agreement (including without limitation reasonable attorneys' fees and reasonable expenses), except for losses arising from or out of Secured Party's gross negligence or willful misconduct.

11. Schedule. The schedule attached hereto as approved by Secured Party shall be incorporated herein by this reference (the "Schedule"). The Schedule shall include a list of the inbound license agreements which Grantor is a party to. The Schedule shall also provide any exceptions to the provisions of this Agreement.

12. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

13. Attorneys' Fees. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

14. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto.

15. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

16. California Law and Jurisdiction; Jury Waiver. This Agreement shall be governed by the laws of the State of California, without regard for choice of law provisions. Grantor and Secured Party consent to the exclusive jurisdiction of any state or federal court located in Santa Clara County, California. GRANTOR AND SECURED PARTY EACH WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THE LOAN DOCUMENTS, THIS AGREEMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

Address of Grantor:

5315 Peachtree Industrial Blvd.  
Chamblee, GA 30341

MICROCOATING TECHNOLOGIES, INC.

By: 

Its: CEO

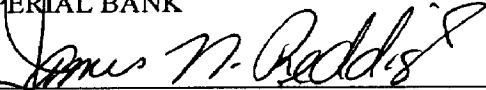
Attn: Andrew Hunt, CEO

SECURED PARTY

Address of Secured Party:

226 Airport Parkway  
San Jose, CA 95110-1024

IMPERIAL BANK

By: 

Its: Vice President

Attn: Corporate Banking Center

## SCHEDULE

### I. INBOUND LICENSE AGREEMENTS:

License Agreement dated as of March 21, 1994 between MICROCOATING TECHNOLOGIES, INC., formerly known as CCVD, Inc. and GEORGIA TECH RESEARCH CORPORATION. Consent to Secured Party's security interest and assignment has been obtained in writing from GEORGIA TECH RESEARCH CORPORATION.

Nonexclusive Patent License Agreement from the Lockheed Martin Energy Research Corporation dated February 1, 1998, as amended. Grantor's rights under this agreement have been excluded from the definition of Collateral.

License Agreement from the GEORGIA TECH RESEARCH CORPORATION dated November 17, 1997, as amended. Consent to Secured Party's security interest and assignment shall be obtained in writing from GEORGIA TECH RESEARCH CORPORATION within ten (10) days of the date of this Agreement.

### II. EXCEPTIONS:

Section 3(a). Grantor, as of the date hereof, possesses or has rights to use all necessary trademarks, trade names, copyrights, patents, patent rights, and licenses to conduct its business as now operated, without any known conflict with the valid trademarks, trade names, copyrights, patents and license rights of others.

Section 3(d). During the term of this Agreement, Grantor will not sell any assets except in the ordinary and normal course of its business as now conducted.

Section 3(e). To the knowledge of Grantor, no claim has been made that any part of the Collateral violates the rights of any third party.



**EXHIBIT A**  
**COPYRIGHTS OWNED BY MCT**

**NONE**

EXHIBIT B1

ISSUED PATENTS OWNED BY MCT

Title:	Patent #:	Country:	
CHEMICAL VAPOR DEPOSITION AND POWDER FORMATION USING THERMAL SPRAY WITH NEAR SUPERCRITICAL AND SUPERCRITICAL FLUID SOLUTIONS	5,997,956	U.S.	
Date filed:	8/2/96	Issue date:	12/7/99
Total	1		

**EXHIBIT B2**  
**ISSUED PATENTS OWNED BY GEORGIA TECH RESEARCH  
CORP. AND EXCLUSIVELY LICENSED BY MCT**

<b>Title:</b> METHODS AND APPARATUS FOR THE COMBUSTION CHEMICAL VAPOR DEPOSITION OF FILMS AND COATINGS	<b>Patent #:</b> 5,652,021	<b>Country:</b> U.S.
	<b>Date filed:</b> 4/3/95	<b>Issue date:</b> 7/29/97
<b>Title:</b> COMBUSTION CHEMICAL VAPOR DEPOSITION OF PHOSPHATE FILMS AND COATINGS	<b>Patent #:</b> 5,858,465	<b>Country:</b> U.S.
	<b>Date filed:</b> 9/8/97	<b>Issue date:</b> 1/12/99
<b>Title:</b> METHOD FOR THE COMBUSTION CHEMICAL VAPOR DEPOSITION OF FILMS AND COATINGS	<b>Patent #:</b> 5,863,604	<b>Country:</b> U.S.
	<b>Date filed:</b> 3/28/97	<b>Issue date:</b> 1/26/99
<b>Title:</b> METHOD FOR THE COMBUSTION CHEMICAL VAPOR DEPOSITION OF FILMS AND COATINGS	<b>Patent #:</b> 6,013,318	<b>Country:</b> U.S.
	<b>Date filed:</b> 9/28/98	<b>Issue date:</b> 1/11/00
<b>Title:</b> CERAMIC COMPOSITIONS FOR MICROWAVE COMMUNICATIONS	<b>Patent #:</b> 6,034,015	<b>Country:</b> U.S.
	<b>Date filed:</b> 5/14/98	<b>Issue date:</b> 3/7/00

**Total** 5

EXHIBIT B3  
PATENT APPLICATIONS OWNED BY MCT

<b>Title:</b> CHEMICAL VAPOR DEPOSITION AND POWDER FORMATION USING THERMAL SPRAY WITH NEAR SUPERCRITICAL AND SUPERCRITICAL FLUID SOLUTIONS	Application #: (if known)	PI 9610069-9	Country:	Brazil
	Date filed:	8/2/96		
<b>Title:</b> CHEMICAL VAPOR DEPOSITION AND POWDER FORMATION USING THERMAL SPRAY WITH NEAR SUPERCRITICAL AND SUPERCRITICAL FLUID SOLUTIONS	Application #: (if known)	JP 9-508559	Country:	Japan
	Date filed:	8/2/96		
<b>Title:</b> CHEMICAL VAPOR DEPOSITION AND POWDER FORMATION USING THERMAL SPRAY WITH NEAR SUPERCRITICAL AND SUPERCRITICAL FLUID SOLUTIONS	Application #: (if known)	96 928 045.2	Country:	EPO
	Date filed:	8/2/96		
<b>Title:</b> CHEMICAL VAPOR DEPOSITION AND POWDER FORMATION USING THERMAL SPRAY WITH NEAR SUPERCRITICAL AND SUPERCRITICAL FLUID SOLUTIONS	Application #: (if known)	1998-700815	Country:	South Korea
	Date filed:	8/2/96		
<b>Title:</b> CHEMICAL VAPOR DEPOSITION AND POWDER FORMATION USING THERMAL SPRAY WITH NEAR SUPERCRITICAL AND SUPERCRITICAL FLUID SOLUTIONS	Application #: (if known)	980986	Country:	Mexico
	Date filed:	8/2/96		
<b>Title:</b> CHEMICAL VAPOR DEPOSITION AND POWDER FORMATION USING THERMAL SPRAY WITH NEAR SUPERCRITICAL AND SUPERCRITICAL FLUID SOLUTIONS	Application #: (if known)	PCT/US96/12647	Country:	PCT
	Date filed:	8/2/96		
<b>*Title:</b> PRECURSOR SOLUTION COMPOSITIONS FOR ELECTRONIC DEVICES USING CCVD	Application #: (if known)	09/069,640	Country:	U.S.
	Date filed:	4/29/98		

\* Licensed to Shipley in the field of embedded passives only

CONFIDENTIAL

EXHIBIT B3

PATENT APPLICATIONS OWNED BY MCT

<b>*Title:</b> APPARATUS AND PROCESS FOR CONTROLLED ATMOSPHERE CHEMICAL VAPOR DEPOSITION	Application #:	(if known)	09/067,975	Country:	U.S.
	Date filed:		4/29/98		
<b>*Title:</b> RESISTORS FOR ELECTRONIC PACKAGING	Application #:	(if known)	09/069,427	Country:	U.S.
	Date filed:		4/29/98		
<b>Title:</b> CORROSION-RESISTANT MULTILAYER COATING	Application #:	(if known)	09/078,123	Country:	U.S.
	Date filed:		5/13/98		
<b>Title:</b> SYSTEMS AND METHODS FOR DELIVERING ATOMIZED FLUIDS	Application #:	(if known)	09/161,348	Country:	U.S.
	Date filed:		9/25/98		
<b>*Title:</b> FORMATION OF THIN FILM CAPACITORS	Application #:	(if known)	09/198,285	Country:	U.S.
	Date filed:		11/23/98		
<b>*Title:</b> APPARATUS AND PROCESS FOR CONTROLLED ATMOSPHERE CHEMICAL VAPOR DEPOSITION	Application #:	(if known)	88104056	Country:	Taiwan
	Date filed:		3/16/99		
<b>*Title:</b> APPARATUS AND PROCESS FOR CONTROLLED ATMOSPHERE CHEMICAL VAPOR DEPOSITION	Application #:	(if known)	455	Country:	India
	Date filed:		3/22/99		

EXHIBIT B3  
PATENT APPLICATIONS OWNED BY MCT

<b>*Title:</b> FORMATION OF THIN FILM CAPACITORS	Application #: (if known)	09/283,100	Country:	U.S.
	Date filed:	3/31/99		
<b>*Title:</b> APPARATUS AND PROCESS FOR CONTROLLED ATMOSPHERE CHEMICAL VAPOR DEPOSITION	Application #: (if known)	99016552	Country:	Singapore
	Date filed:	4/7/99		
<b>*Title:</b> PRECURSOR SOLUTION COMPOSITIONS FOR ELECTRONIC DEVICES USING CCVD	Application #: (if known)	09/291,252	Country:	U.S.
	Date filed:	4/13/99		
<b>*Title:</b> RESISTORS FOR ELECTRONIC PACKAGING	Application #: (if known)	09/291,259	Country:	U.S.
	Date filed:	4/13/99		
<b>Title:</b> CHEMICAL VAPOR DEPOSITION AND POWDER FORMATION USING THERMAL SPRAY WITH NEAR SUPERCRITICAL AND SUPERCRITICAL FLUID SOLUTIONS	Application #: (if known)	09/293,867	Country:	U.S.
	Date filed:	4/16/99		
<b>Title:</b> CHEMICAL VAPOR DEPOSITION AND POWDER FORMATION USING THERMAL SPRAY WITH NEAR SUPERCRITICAL AND SUPERCRITICAL FLUID SOLUTIONS	Application #: (if known)	09/293,028	Country:	U.S.
	Date filed:	4/16/99		
<b>Title:</b> CHEMICAL VAPOR DEPOSITION AND POWDER FORMATION USING THERMAL SPRAY WITH NEAR SUPERCRITICAL AND SUPERCRITICAL FLUID SOLUTIONS	Application #: (if known)	09/293,030	Country:	U.S.
	Date filed:	4/16/99		

PATENT APPLICATIONS OWNED BY MCT

EXHIBIT B3

<b>*Title:</b> APPARATUS AND PROCESS FOR CONTROLLED ATMOSPHERE CHEMICAL VAPOR DEPOSITION	Application #: (if known)	993646	Country:	Mexico
	Date filed:	4/20/99		
<b>*Title:</b> APPARATUS AND PROCESS FOR CONTROLLED ATMOSPHERE CHEMICAL VAPOR DEPOSITION	Application #: (if known)	129580	Country:	Israel
	Date filed:	4/25/99		
<b>*Title:</b> APPARATUS AND PROCESS FOR CONTROLLED ATMOSPHERE CHEMICAL VAPOR DEPOSITION	Application #: (if known)	2269862	Country:	Canada
	Date filed:	4/26/99		
<b>*Title:</b> APPARATUS AND PROCESS FOR CONTROLLED ATMOSPHERE CHEMICAL VAPOR DEPOSITION	Application #: (if known)	99012871	Country:	Brazil
	Date filed:	4/27/99		
<b>*Title:</b> APPARATUS AND PROCESS FOR CONTROLLED ATMOSPHERE CHEMICAL VAPOR DEPOSITION	Application #: (if known)		Country:	South Korea
	Date filed:	4/27/99		
<b>*Title:</b> APPARATUS AND PROCESS FOR CONTROLLED ATMOSPHERE CHEMICAL VAPOR DEPOSITION	Application #: (if known)	991053850	Country:	China
	Date filed:	4/29/99		
<b>*Title:</b> APPARATUS AND PROCESS FOR CONTROLLED ATMOSPHERE CHEMICAL VAPOR DEPOSITION	Application #: (if known)		Country:	Hong Kong
	Date filed:	4/29/99		

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EXHIBIT B3

PATENT APPLICATIONS OWNED BY MCT

<b>*Title:</b> APPARATUS AND PROCESS FOR CONTROLLED ATMOSPHERE CHEMICAL VAPOR DEPOSITION	Application #: (if known)	993033737	Country:	EPO
	Date filed:	4/29/99		
<b>*Title:</b> APPARATUS AND PROCESS FOR CONTROLLED ATMOSPHERE CHEMICAL VAPOR DEPOSITION	Application #: (if known)	11124905	Country:	Japan
	Date filed:	4/30/99		
<b>Title:</b> CORROSION-RESISTANT MULTILAYER COATING	Application #: (if known)	2,296,505	Country:	Canada
	Date filed:	5/13/99		
<b>Title:</b> CORROSION-RESISTANT MULTILAYER COATINGS	Application #: (if known)	PCTUS99/10630	Country:	PCT
	Date filed:	5/13/99		
<b>Title:</b> MATERIALS AND PROCESSES FOR PROVIDING FUEL CELLS AND ACTIVE MEMBRANES	Application #: (if known)	09/316,855	Country:	U.S.
	Date filed:	5/21/99		
<b>Title:</b> NANOSTRUCTURE COATINGS	Application #: (if known)	09/376,625	Country:	U.S.
	Date filed:	8/18/99		
<b>*Title:</b> METHOD FOR SECURING AND PROCESSING THIN FILM MATERIALS	Application #: (if known)	09/388,308	Country:	U.S.
	Date filed:	9/1/99		

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EXHIBIT B3

PATENT APPLICATIONS OWNED BY MCT

<b>Title:</b> FUEL ATOMIZATION METHODS AND DEVICES	Application #: (if known) 09/401,435	Country: U.S.
	Date filed: 9/22/99	
<b>*Title:</b> THIN INTEGRAL RESISTOR/CAPACITOR/INDUCTOR PACKAGE, METHOD OF MANUFACTURE	Application #: (if known)	Country: U.S.
	Date filed: 9/23/99	
<b>Title:</b> SYSTEMS AND METHODS FOR DELIVERING ATOMIZED FLUIDS	Application #: (if known) PCT/US99/22170	Country: PCT
	Date filed: 9/23/99	
<b>*Title:</b> FORMATION OF THIN FILM CAPACITORS	Application #: (if known) 09/414,137	Country: U.S.
	Date filed: 10/7/99	
<b>*Title:</b> NANOLAMINATED THIN FILM CIRCUITRY MATERIALS	Application #: (if known) 09/427,767	Country: U.S.
	Date filed: 10/27/99	
<b>*Title:</b> FORMATION OF THIN FILM CAPACITORS	Application #: (if known)	Country: EPO
	Date filed: 11/23/99	
<b>*Title:</b> FORMATION OF THIN FILM CAPACITORS	Application #: (if known)	Country: Canada
	Date filed: 11/23/99	

EXHIBIT B3  
PATENT APPLICATIONS OWNED BY MCT

*Title: FORMATION OF THIN FILM CAPACITORS	Application #: (if known)	Country: Canada
	Date filed: 11/23/99	
*Title: FORMATION OF THIN FILM CAPACITORS	Application #: (if known)	Country: Japan
	Date filed: 11/23/99	
*Title: FORMATION OF THIN FILM CAPACITORS	Application #: (if known)	Country: Hong Kong
	Date filed: 11/23/99	
*Title: FORMATION OF THIN FILM CAPACITORS	Application #: (if known)	Country: Hong Kong
	Date filed: 11/23/99	
*Title: FORMATION OF THIN FILM CAPACITORS	Application #: (if known)	Country: Israel
	Date filed: 11/23/99	
*Title: FORMATION OF THIN FILM CAPACITORS	Application #: (if known)	Country: Japan
	Date filed: 11/23/99	
*Title: FORMATION OF THIN FILM CAPACITORS	Application #: (if known)	Country: Taiwan
	Date filed: 11/23/99	

EXHIBIT B3  
PATENT APPLICATIONS OWNED BY MCT

\*Title: FORMATION OF THIN FILM CAPACITORS  
Application #: (if known)  
Country: EPO

Date filed: 11/23/99

\*Title: FORMATION OF THIN FILM CAPACITORS  
Application #: (if known)  
Country: Taiwan

Date filed: 11/23/99

\*Title: FORMATION OF THIN FILM CAPACITORS  
Application #: (if known)  
Country: South Korea

Date filed: 11/23/99

\*Title: FORMATION OF THIN FILM CAPACITORS  
Application #: (if known)  
Country: Israel

Date filed: 11/23/99

\*Title: FORMATION OF THIN FILM CAPACITORS  
Application #: (if known)  
Country: China

Date filed: 11/23/99

\*Title: FORMATION OF THIN FILM CAPACITORS  
Application #: (if known)  
Country: South Korea

Date filed: 11/23/99

\*Title: FORMATION OF THIN FILM CAPACITORS  
Application #: (if known)  
Country: China

Date filed: 11/23/99

EXHIBIT B3

PATENT APPLICATIONS OWNED BY MCT

<b>Title:</b> CHEMICAL VAPOR DEPOSITION METHODS FOR MAKING POWDERS AND COATINGS, AND COATINGS MADE USING THESE METHODS	<b>Application #:</b> (if known)	09/474,491	<b>Country:</b>	U.S.
	<b>Date filed:</b>	12/29/99		
<b>Title:</b> EPITAXIAL THIN FILMS	<b>Application #:</b> (if known)	PCT/US00/00824	<b>Country:</b>	PCT
	<b>Date filed:</b>	1/12/00		
<b>Title:</b> CORROSION-RESISTANT MULTILAYER COATING	<b>Application #:</b> (if known)	39899/99	<b>Country:</b>	Australia
	<b>Date filed:</b>	1/13/00		
<b>Title:</b> CORROSION-RESISTANT MULTILAYER COATING	<b>Application #:</b> (if known)		<b>Country:</b>	EPO
	<b>Date filed:</b>	1/13/00		
<b>Title:</b> CORROSION-RESISTANT MULTILAYER COATING	<b>Application #:</b> (if known)	2000-548522	<b>Country:</b>	Japan
	<b>Date filed:</b>	1/13/00		
<b>Title:</b> PROCESSING LINE HAVING MEANS TO MONITOR CRYSTALLOGRAPHIC ORIENTATION	<b>Application #:</b> (if known)	60/181,691	<b>Country:</b>	U.S. Provisional
	<b>Date filed:</b>	2/9/00		
<b>Title:</b> PREPARATION OF WATER-TRANSFER SURFACES	<b>Application #:</b> (if known)	60/184,289	<b>Country:</b>	U.S. Provisional
	<b>Date filed:</b>	2/23/00		

## EXHIBIT B3

## PATENT APPLICATIONS OWNED BY MCT

<b>Title:</b> CONTROLLED ATOMIZATION	Application #: (if known) 60/184,416	Country: U.S. Provisional
	Date filed: 2/23/00	
<b>Title:</b> DEPOSITION OF ALPHA ALUMINA	Application #: (if known) 60/200443	Country: U.S. Provisional
	Date filed: 4/28/00	
<b>Title:</b> SOLVENT SYSTEMS FOR CLOGGING PREVENTION	Application #: (if known) 60/202001	Country: U.S. Provisional
	Date filed: 5/4/00	
<b>Title:</b> LIQUID ATOMIZATION METHODS AND DEVICES	Application #: (if known) 60/203852	Country: U.S. Provisional
	Date filed: 5/12/00	
<b>Title:</b> MATERIALS AND PROCESSES FOR PROVIDING FUEL CELLS AND ACTIVE MEMBRANES	Application #: (if known) PCT/US00/13982	Country: PCT
	Date filed: 5/21/00	
<b>Title:</b> METHOD OF COATING GLASS USING CCVD	Application #: (if known) PCT/US00/18163	Country: PCT
	Date filed: 6/29/00	
<b>Title:</b> POLYMER COATINGS ON GLASS	Application #: (if known) 60/215,280	Country: U.S. Provisional
	Date filed: 6/29/00	

EXHIBIT B3

PATENT APPLICATIONS OWNED BY MCT

Title:	USE OF FERROELECTRIC THIN FILMS IN PYROELECTRIC APPLICATIONS	Application #:	(if known)	Country:	U.S. Provisional
		Date filed:	7/14/00		
Title:	EPTAXIAL AND REDUCED CRYSTALLINE BOUNDARY THIN FILMS	Application #:	(if known)	Country:	U.S. Provisional
		Date filed:	7/14/00		
Total	72				

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EXHIBIT B4  
PATENT APPLICATIONS OWNED BY GEORGIA TECH RESEARCH  
CORP. AND EXCLUSIVELY LICENSED BY MCT

**Title:** METHODS AND APPARATUS FOR THE COMBUSTION CHEMICAL VAPOR DEPOSITION OF FILMS AND COATINGS      **Application #:** (if known)      **Country:** Australia  
**Date filed:** 3/24/94

**Title:** METHODS AND APPARATUS FOR THE COMBUSTION CHEMICAL VAPOR DEPOSITION OF FILMS AND COATINGS      **Application #:** (if known)      **Country:** South Korea  
**Date filed:** 3/24/94

**Title:** METHODS AND APPARATUS FOR THE COMBUSTION CHEMICAL VAPOR DEPOSITION OF FILMS AND COATINGS      **Application #:** (if known)      **Country:** Japan  
**Date filed:** 3/24/94

**Title:** METHODS AND APPARATUS FOR THE COMBUSTION CHEMICAL VAPOR DEPOSITION OF FILMS AND COATINGS      **Application #:** (if known)      **Country:** Canada  
**Date filed:** 3/24/94

**Title:** METHODS AND APPARATUS FOR THE COMBUSTION CHEMICAL VAPOR DEPOSITION OF FILMS AND COATINGS      **Application #:** (if known)      **Country:** EPO  
**Date filed:** 3/24/94

**Title:** METHODS AND APPARATUS FOR THE COMBUSTION CHEMICAL VAPOR DEPOSITION OF FILMS AND COATINGS      **Application #:** (if known)      **Country:** PCT  
**Date filed:** 3/24/94

**Title:** COMBUSTION CHEMICAL VAPOR DEPOSITION OF PHOSPHATE FILMS AND COATINGS      **Application #:** (if known)      **Country:** Australia  
**Date filed:** 9/4/98

**EXHIBIT B4**  
**PATENT APPLICATIONS OWNED BY GEORGIA TECH RESEARCH  
 CORP. AND EXCLUSIVELY LICENSED BY MCT**

<b>Title:</b> COMBUSTION CHEMICAL VAPOR DEPOSITION OF PHOSPHATE FILMS AND COATINGS	Application #: (if known) Date filed: 9/4/98	PCT/US98/18347	Country: PCT
<b>Title:</b> COMBUSTION CHEMICAL VAPOR DEPOSITION OF PHOSPHATE FILMS AND COATINGS	Application #: (if known) Date filed: 3/23/00	98 944 725.5	Country: EPO
<b>Title:</b> COMBUSTION CHEMICAL VAPOR DEPOSITION OF PHOSPHATE FILMS AND COATINGS	Application #: (if known) Date filed: 3/23/00		Country: Canada

**Total** 10



EXHIBIT B5

PATENT APPLICATIONS OWNED BY SHIPLEY AND LICENSED  
EXCLUSIVELY BY MCT OUTSIDE THE FIELD OF EMBEDDED

**Title:** THE DEPOSITION OF RESISTOR MATERIALS DIRECTLY ON INSULATING SUBSTRATES      Application #: (if known)      09/069,679      Country:      U.S.

Date filed:      4/29/98

**Title:** FORMATION OF THIN FILM RESISTORS      Application #: (if known)      09/198,954      Country:      U.S.

Date filed:      11/24/98

**Title:** METHOD FOR FORMING THIN FILM RESISTORS      Application #: (if known)      88104509      Country:      Taiwan

Date filed:      3/22/99

**Title:** METHOD FOR FORMING THIN FILM RESISTORS      Application #: (if known)      Country:      Hong Kong

Date filed:      3/22/99

**Title:** METHOD FOR FORMING THIN FILM RESISTORS      Application #: (if known)      2267492      Country:      Canada

Date filed:      3/29/99

**Title:** METHOD FOR FORMING THIN FILM RESISTORS      Application #: (if known)      553      Country:      India

Date filed:      4/8/99

**Title:** METHOD FOR FORMING THIN FILM RESISTORS      Application #: (if known)      129493      Country:      Israel

Date filed:      4/13/99

PATENT APPLICATIONS OWNED BY SHIPLEY AND LICENSED  
EXCLUSIVELY BY MCT OUTSIDE THE FIELD OF EMBEDDED

EXHIBIT B5

<b>Title:</b> METHOD FOR FORMING THIN FILM RESISTORS	Application #: (if known)	99016701	Country:	Singapore
	Date filed:	4/14/99		
<b>Title:</b> METHOD FOR FORMING THIN FILM RESISTORS	Application #: (if known)	993700	Country:	Mexico
	Date filed:	4/21/99		
<b>Title:</b> METHOD FOR FORMING THIN FILM RESISTORS	Application #: (if known)	99303244.0	Country:	EPO
	Date filed:	4/27/99		
<b>Title:</b> METHOD FOR FORMING THIN FILM RESISTORS	Application #: (if known)	99013576	Country:	Brazil
	Date filed:	4/28/99		
<b>Title:</b> METHOD FOR FORMING THIN FILM RESISTORS	Application #: (if known)	0015362	Country:	South Korea
	Date filed:	4/29/99		
<b>Title:</b> METHOD FOR FORMING THIN FILM RESISTORS	Application #: (if known)	991063589	Country:	China
	Date filed:	4/29/99		
<b>Title:</b> METHOD FOR FORMING THIN FILM RESISTORS	Application #: (if known)	11124575	Country:	Japan
	Date filed:	4/30/99		

**Total** 14

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EXHIBIT C

TRADEMARKS AND SERVICEMARKS OWNED BY MCT

MARK	TYPE OF MARK	FILING DATE (if filed)	SERIAL NUMBER	DATE OF FIRST USE (if used)
NANOMISER	Trade/Service	9/10/99	75/795702	
BUILDING THE FUTURE LAYER BY LAYER	Service			7/20/94
MICROCOATING TECHNOLOGIES	Service			10/13/95

TRADEMARK