

10-25-2001



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

RE 101885588

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies):

Berkeley Process Control, Inc.

10/15/01

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

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

2. Name and address of receiving party(ies)

Name: Paul and Deborah Saques

Internal Address:

Street Address: 1003 Canal Boulevard

City: Richmond State: CA Zip: 94804

Individual(s) citizenship: United States

Association

General Partnership

Limited Partnership

Corporation-State

Other

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: October 10, 2001

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

A. Trademark Application No.(s)

Please see Schedule 3, Part A

B. Trademark Registration No.(s)

Please see Schedule 3, Part A

Additional number(s) attached Yes No

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

Name: Jason E. Garcia

Internal Address: Pillsbury Winthrop LLP

12th Floor, Room 1236

Street Address: 50 Fremont Street

P.O. Box 7880

City: S.F. State: CA Zip: 94120

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41): \$ 240.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

033975

(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.

Jason E. Garcia

Name of Person Signing

Signature

Date

10/11/01

23

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

Schedule 3

Trademarks Registrations and Trademark Applications

Part A - U.S. Registrations and Applications

Trademark Registrations	
Mark	Registration No.
BAM	1,619,632
PANELMAKER	1,617,471
MACHINEWORKS	2,229,711
BERKELEY PROCESS CONTROL, INC. & DESIGN	2,206,783
MACHINET	2,263,421
AUTOCALIBRATION	2,432,348
Pending Applications	
Mark	Serial No.
FOUPSERVER	76/264,128
WAFERSERVER	76/264,129
MACHINEWORKS LOGO	76/264,127

Part B - Foreign Trademark Applications

Country	Mark	Application No.
None.		

PATENT, TRADEMARK AND COPYRIGHT COLLATERAL ASSIGNMENT

THIS PATENT, TRADEMARK AND COPYRIGHT COLLATERAL ASSIGNMENT (this "Assignment"), entered as of October 10, 2001 by and between Berkeley Process Control, Inc., a California corporation ("Grantor"), and Paul and Deborah Sagues (collectively, "Grantee"),

WITNESSETH:

WHEREAS, Grantor and Grantee have entered into that certain Credit Agreement dated as of October 10, 2001 (as amended, the "Credit Agreement"); and

WHEREAS, Grantor's entering into this Assignment is a condition for Grantee's entering into the Credit Agreement and Grantor is willing to enter into this Assignment;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which by Grantor is hereby acknowledged, Grantor agrees with Grantee as follows:

1. Grant of Security. Grantor hereby irrevocably grants as security for the payment and performance of the Obligations to Grantee, a mortgage, lien and security interest upon all of Grantor's right, title and interest throughout the world in and to the following (the "Intellectual Property"):

(a) All patents, patents pending, patent applications and like protection, including, without limitation, patents and patent applications listed on Schedule 1 hereto and improvements, divisionals, continuations, continuations in part, renewals, reissues and extensions thereof, now existing or hereafter filed, issued or acquired (hereinafter collectively sometimes "Patents");

(b) All inventions now owned by Grantor or hereafter made, created or acquired by or for Grantor, whether or not any of said inventions are patentable, including, without limitation, invention disclosures listed on Schedule 1 hereto and those inventions disclosed and/or claimed in Grantor's patents and patent applications (hereinafter collectively sometimes "Inventions");

(c) All rights of action on account of past, present and future unauthorized use or infringement of any of said Inventions and Patents;

(d) The right to file and prosecute: (i) applications for patents, including without limitation improvements, divisions, continuations, renewals, reissues and extensions thereof; and (ii) applications for similar intellectual property;

(e) All trade secrets and agreements, processes, confidential information, and all assets, including any general intangible associated with the Patents and Inventions now owned or hereafter made, created or acquired;

(f) All licenses or other rights to use any Patent or Invention, whether Grantor is a licensor or licensee, and license fees and royalties associated with such Patents or Inventions;

(g) All copyrights (whether or not published or registered under the Copyright Act of 1976), including, without limitation, the copyright registrations listed on Schedule 2, all applications for registration of copyrights, all works of authorship and other intellectual property rights therein, all license agreements concerning copyrights, whether the Grantor is a licensor or licensee under any such license agreement, all copyrightable materials now or hereafter owned by the Grantor (whether or not copyrighted), and all tangible property embodying copyrights (all of the foregoing herein called "Copyrights");

(h) All trade names, trademarks, trade dress, service marks, trademark and service mark registrations and applications for trademark or service mark registration, including, without limitation, the trademarks and service mark registrations listed on Schedule 3, (all of the foregoing herein called "Marks"), all goodwill of the business connected with the use of and symbolized by each Mark, all license agreements concerning Marks, whether the Grantor is a licensor or licensee under any such license agreement (all of the foregoing herein called "Trademarks");

(i) All renewals, revisions, modifications, reissues, divisions, continuations and extensions of any Patent, Copyright or Trademark;

(j) All income, royalties, damages and payments relating to such Patents and Inventions, now or hereafter due and/or payable, including damages and payments for past or future infringement of any rights conveyed hereunder;

(k) All foreign rights corresponding to the above-described rights, including those available by treaty and reciprocity;

(l) All programmer notes, manuals, computer printouts or readouts, drawings, specifications, descriptions, computer programs, semiconductor chips, microbes and software which incorporate any aspect or part of, or are derived from or were created, produced or are used in association with, said Patents and Inventions now owned or hereafter made, created or acquired;

(m) All products including without limitations all derivations, derivative works, improvements, upgrades, enhancements, updates and other modifications of any Patents, Copyrights, Trademarks or Inventions; and

(n) All proceeds of any and all of the foregoing collateral described in subsections 1(a) through 1(m) hereof (including license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Grantee is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to the foregoing collateral described in subsections 1(a) through 1(m) hereof. For purposes of this Assignment, the term "proceeds" includes whatever is receivable or received when Intellectual Property or proceeds are sold, collected, exchanged or otherwise disposed of, whether such disposition is voluntary or involuntary; provided that in no event shall Collateral include any licenses of or agreements related to franchises, trademarks, copyrights, patents or similar intellectual property licensed by the Grantor from or to third parties or otherwise owned by and used with the permission of third

parties, to the extent that such are consistent with past practices and made in the ordinary course of business and the grant of a security interest therein would terminate, violate or otherwise cause a default under any such license or agreement.

2. Security for Obligations. This Assignment secures payment and performance of the Obligations (as defined in the Credit Agreement).

3. Representations and Warranties by Grantor. Grantor hereby represents, warrants, covenants and agrees that:

(a) Grantor has full power and authority to execute, deliver and perform this Assignment and to incur the obligations provided for herein, all of which have been duly authorized by all proper and necessary corporate or partnership action. No consent or approval of stockholders or partners, which has not been taken, is required as a condition to the validity or performance of, or the exercise by Grantee of any of its rights and remedies under this Assignment;

(b) This Assignment constitutes the valid and legally binding obligation of Grantor, enforceable against Grantor in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally and (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies;

(c) The execution, delivery and performance of this Assignment by Grantor and the transactions contemplated hereby do not (i) violate any Governmental Requirement applicable to Grantor or its articles of incorporation or by-laws, (ii) conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any material agreement or instrument binding on Grantor or affecting its properties, (iii) require any approval of stockholders or partners or any approval or consent of any Person under any agreement or instrument binding on Grantor or affecting its properties, or (iv) result in or require the creation or imposition of any Lien (other than the Lien created by this Assignment), on any of the properties of Grantor, except for such violations referred to in clause (i) or conflicts, breaches, defaults or Liens referred to in clause (ii), (iii) or (iv) that would not, individually or in the aggregate, result in a Material Adverse Change;

(d) The patents and patent applications and invention disclosures listed on the attached Schedule 1 constitute all of the Inventions and Patents now owned by Grantor;

(e) Except for Permitted Liens, in the case of existing Intellectual Property, this Assignment creates, and in the case of after acquired Intellectual Property, this Assignment will create at the time Grantor first has rights in such after acquired Intellectual Property, in favor of Grantee a valid and perfected security interest in the Intellectual Property in the United States securing the payment and performance of the Obligations upon making the filings referred to in clause (g) below;

(f) Except for, and upon, the filings by Grantee with the United States Patent and Trademark office with respect to the Patents and Trademarks and with the Copyright Office with respect to the Copyrights necessary to perfect the security interests and assignment 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 governmental authority or 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 Assignment by Grantor or (ii) for the perfection in the United States or the exercise by Grantee, of its rights and remedies (except for exclusive and nonexclusive licenses held by Grantor in the Intellectual Property) hereunder;

4. Grantor's Covenants.

(a) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Grantee's prior written consent.

(b) Grantor shall not permit the inclusion in any contract to which it becomes a party of any provisions that could or might in any way impair or prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Intellectual Property acquired under such contracts.

(c) Grantor shall properly maintain and care for the Intellectual Property.

(d) Except for Permitted Liens, Grantor shall not grant or permit to exist any Lien upon or with respect to any Intellectual Property and will not execute any security agreement or financing statement covering any of the Intellectual Property, except in the name of Grantee and holders of Permitted Liens for which financing statements are on file on the Effective Date.

(e) Grantor shall not sell, license or contract for sale or otherwise dispose of any Intellectual Property, except for licenses granted in the ordinary course of Grantor's business.

(f) Upon any officer of Grantor obtaining knowledge thereof, Grantor will promptly notify Grantee in writing of any event that materially adversely affects the value of any of the Intellectual Property, the ability of Grantor or Grantee to dispose of any of the Intellectual Property or the rights and remedies of Grantee in relation thereto, including the levy of any legal process against any of the Intellectual Property.

5. Applications and Litigation.

(a) Except whenever it is commercially reasonable not to do so in the reasonable judgment of Grantor, is not inconsistent with past practices of Grantor, or Grantor lacks sufficient funds to do so, Grantor shall have the duty, reasonably acceptable to Grantee, to prosecute diligently any patent application specifically identified in Schedule 1 annexed hereto pending as of the date of this Assignment or thereafter, to make application on any existing or future unpatented but patentable inventions and to preserve and maintain all Patents, Trademarks and Copyrights as to which a security interest has been granted pursuant to this Assignment. Any expenses incurred in connection with such an application, or in protecting, maintaining or preserving the Patents, Trademarks and Copyrights shall be borne by Grantor.

(b) Notwithstanding section 1, Grantor shall have the right to commence and prosecute in its own name, as real party in interest, for its own benefit and at its own expense, such suits, proceedings or other actions for infringement, unfair competition, or other damage or

reexamination or reissuance proceedings as are in its reasonable business judgment necessary to protect the Intellectual Property. Grantor hereby agrees to indemnify and hold harmless Grantee for any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements (including attorneys' fees) of any kind whatsoever that may be imposed on, incurred by or asserted against Grantee in connection with or in any way arising out of such suits, proceedings or other actions.

6. New Intellectual Property. If, at any time, Grantor shall obtain rights to or become entitled to the benefit of any Intellectual Property, the provisions of this Assignment shall automatically apply thereto. With respect to all of the foregoing rights or benefits, Grantor shall give to Grantee notice in writing thereof.

7. Records of Intellectual Property.

(a) Grantor shall at all times keep at least one complete set of its records concerning substantially all of the Intellectual Property at its chief executive office or principal place of business at 1001 West Cutting Blvd., Richmond, CA 94804 and will not change the location of its chief executive office or such records without giving Grantee at least thirty (30) days prior written notice thereof.

(b) Grantor shall furnish to Grantee from time to time statements and schedules further identifying and describing the Intellectual Property and such other materials evidencing or reports pertaining to the Intellectual Property as Grantee may reasonably request, all in reasonable detail; provided, however, nothing herein shall entitle Grantee access to Grantor's trade secrets and other proprietary information.

8. Inspection Rights. Grantor hereby grants to Grantee and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable notice to Grantor following the occurrence and during the continuance of an Event of Default, any of Grantor's and its subcontractors' plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold under any of the Intellectual Property, and to inspect the products and quality control records relating thereto upon reasonable notice to Grantor and as often as may be reasonably requested; provided, however, nothing herein shall entitle Grantee access to Grantor's trade secrets and other proprietary information.

9. Further Assurances.

(a) On a continuing basis, Grantor will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver to Grantee all such instruments, including appropriate financing and continuation statements and collateral agreements that Grantee may request in order to file the same with the United States Patent and Trademark Office and Copyright Office, and take all such action as the Grantee may reasonably deem necessary or advisable, or as reasonably requested by Grantee to carry out the intent and purposes of this Assignment, or for assuring and confirming to Grantee the grant or perfection by Grantor of a security interest in all Patents.

(b) Grantor shall obtain any necessary consents of third parties to the grant to Grantee or perfection by Grantee of security interests with respect to the Intellectual Property.

(c) Grantor shall promptly, following its becoming aware thereof, notify Grantee of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office of any federal, state, local or foreign court regarding Grantee's claim of ownership or security interests in any of the Intellectual Property.

(d) Concurrently with the filing of an application for any patents, Grantor shall execute and deliver so that Grantee may record in all places where this Assignment is recorded an appropriate Patent Assignment, substantially in the form hereof, with appropriate insertions to the extent of its interest therein unless so doing would, in the reasonable judgment of Grantor, after due inquiry, result in the grant of a Patent in the name of Grantee, in which event, Grantor shall give written notice to Grantee as soon as reasonably practicable and the filing shall instead be undertaken by Grantee as soon as practicable but in no case later than immediately following the grant of the patent.

10. Grantee Appointed Attorney-in-Fact. Grantor hereby irrevocably appoints Grantee as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, Grantee or otherwise, from time to time in Grantee's discretion, to take any action and to execute any instrument which Grantee may deem reasonably necessary or advisable to accomplish the purposes of this Assignment, including:

(a) To modify, in its sole discretion, this Assignment without first obtaining Grantor's approval of or signature to such modification by amending Schedule 1 thereof to include reference to any right, title or interest in any existing patents and patent applications acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any patents and patent applications in which Grantor no longer has or claims any right, title or interest; and

(b) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property without the signature of Grantor where permitted by law.

11. Grantee May Perform. If Grantor fails to perform any agreement contained herein, Grantee may itself perform, or cause performance of, such agreement, and the expenses of Grantee incurred in connection therewith shall be payable by Grantor under Section 16.

12. Grantee's Duties. The powers conferred on Grantee hereunder are solely to protect its interest in the Intellectual Property and shall not impose on it any duty to exercise such powers. Except for the safe custody of any Intellectual Property in its possession and the accounting for moneys actually received by it hereunder, Grantee shall have no duty as to the Intellectual Property or any responsibility for taking any necessary steps to preserve rights against any parties with respect to any Intellectual Property. Grantee shall be deemed to have exercised reasonable care in the custody and preservation of any Intellectual Property in its possession if the Intellectual Property is accorded treatment substantially equal to that which Grantee accords its own property.

13. Grantor Remains Liable

(a) Anything herein to the contrary notwithstanding, (i) Grantor shall remain liable under the Intellectual Property and any contracts and agreements related thereto, to the extent set forth therein, to perform all of its duties and obligations thereunder to the same extent as if this Assignment had not been executed, (ii) the exercise by Grantee of any of the rights hereunder shall not release Grantor from any of its duties or obligations under the Intellectual Property or any contracts and agreements related thereto and (iii) Grantee shall not have any obligation or liability under the Intellectual Property or any contracts and agreements related thereto by reason of this Assignment, nor shall Grantee be obligated to perform any of the obligations or duties of Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

(b) Except as otherwise provided in this Section 13(b), Grantor shall continue to collect, at its own expense, all amounts due or to become due Grantor in respect of the Intellectual Property. Upon the occurrence and during the continuance of an Event of Default (as defined in the Credit Agreement), Grantee is hereby given full power and authority, without notice or demand, (i) to notify any and all obligors with respect to any Intellectual Property of the existence of the security interest created, and the conditional assignment effected, hereby and (ii) to demand, take, collect, sue for and receive for its own use all amounts due or to become due to Grantor in respect of the Intellectual Property, and in connection therewith to enforce all rights and remedies with respect to any Intellectual Property which Grantor could enforce if this Assignment had not been made; and Grantor hereby ratifies any action which Grantee shall lawfully take to enforce Grantee's rights hereunder. Whether or not Grantee shall have so notified any obligors, Grantor shall at its expense render all reasonable assistance to Grantee in enforcing claims against such obligors.

14. Events of Default and Remedies. Upon the occurrence of an Event of Default, Grantee may exercise in respect of the Intellectual Property, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the Uniform Commercial Code as in effect in the State of California (the "UCC") (whether or not the UCC applies to the affected Intellectual Property) and Grantee may require Grantor to, and Grantor hereby agrees that it will at its expense and upon request of Grantee forthwith, assemble all or part of the Intellectual Property as directed by Grantee and make it available to Grantee at a place to be designated by Grantee which is reasonably convenient to both parties. Grantee may also without notice (except as specified below) sell the Intellectual Property or any part thereof in one or more parcels at public or private sale, at any exchange, broker's board or at any of Grantee's offices or elsewhere, for cash, on credit or for future delivery, at such time or times and at such price or prices and upon such other terms as Grantee may deem commercially reasonable, irrespective of the impact of any such sales on the market price of the Intellectual Property. At any sale of the Intellectual Property, if permitted by law, Grantee may bid (which bid may be, in whole or in part, in the form of cancellation of indebtedness) for and purchase the Intellectual Property or any portion thereof for the account of Grantee. Grantee shall not be obligated to make any sale of Intellectual Property regardless of notice of sale having been given. Grantee may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Grantee shall have the right

to assign, transfer and deliver the Intellectual Property so sold to the purchaser or purchasers at any such sale, and such purchasers shall hold the same, absolutely free from any right or claim of Grantor of whatsoever kind. To the extent permitted by law, Grantor hereby specifically waives all rights of redemption, stay or appraisal that it has or may have under any rule of law or statute now existing or hereafter in force.

15. Application of Proceeds. After and during the continuance of an Event of Default, any cash held by Grantee as collateral and all cash proceeds received by Grantee (all such cash being "Proceeds") in respect of any sale of, collection from, or other realization upon all or any part of the Intellectual Property pursuant to the exercise by Grantee of its remedies as a secured creditor as provided in Section 14 hereof shall be applied promptly from time to time by Grantee as follows:

First: To the payment of the costs and expenses of such sale, collection or other realization, and all expenses, liabilities and advances made or incurred by Grantee in connection therewith and in connection with this Assignment, in accordance with section 16;

Second: After payment or cash collateralization in full of the amounts specified in the preceding subparagraph, to the payment of the Obligations; and

Third: After payment or cash collateralization in full of the amounts specified in the preceding subparagraphs, to the payment to or upon the order of Grantor, or to whomsoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct, of any surplus then remaining from such Proceeds.

If the sale of all or any part of the Intellectual Property is made on credit or for future delivery, Grantee shall not be required to apply any portion of the sale price to the Obligations until such amount actually is received by Grantee, and any Intellectual Property so sold may be retained by Grantee until the sale price is paid in full by the purchaser or purchasers thereof. Grantee shall not incur any liability in case any such purchaser or purchasers shall fail to pay for the Intellectual Property so sold, and, in case of any such failure, the Intellectual Property may be sold again.

16. Indemnity and Expenses.

(a) Grantor agrees to indemnify Grantee from and against any and all claims, losses and liabilities growing out of or resulting from this Assignment (including enforcement of this Assignment), except claims, losses or liabilities, or expenses resulting from Grantee's gross negligence or willful misconduct.

(b) Without limiting the generality of subsection 16(a) hereof, Grantor hereby agrees to indemnify and hold harmless Grantee for any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses (including attorneys' fees) of any kind whatsoever that may be imposed on, incurred by or asserted against Grantee in connection with, or in any way arising out of, any such suits, proceedings or other actions concerning, or the

defense of, any such suits, proceedings or other actions, whether that claim is made by Grantor or any other person, and for any damages, costs, expenses and lost profits that may be awarded as a consequence of any such suits, proceedings or other actions in which an allegation of the liability, strict or otherwise, of Grantor is or may be made by any person who alleges or may allege having suffered damages as a consequence of alleged improper, imprudent, reckless, negligent, willful, faulty, defective or substandard design, testing, specification, manufacturing supervision, manufacturing defect, manufacturing deficiency, publicity or advertisement, or improper use, howsoever arising or by whomsoever caused, of the Intellectual Property.

(c) Grantor will upon demand pay to Grantee the amount of any and all reasonable expenses, including the reasonable fees and disbursements of its counsel and of any experts and agents, that Grantee may incur in connection with (i) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Intellectual Property, (ii) the exercise or enforcement of any of the rights of Grantee hereunder, or (iii) the failure by Grantor to perform or observe any of the provisions hereof.

17. No Waiver; Cumulative Remedies. Grantee shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies hereunder, and no waiver shall be valid unless in writing, signed by Grantee, and then only to the extent therein set forth. A waiver by Grantee of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which Grantee would otherwise have had on any future occasion. No failure to exercise nor any delay in exercising on the part of Grantee, any right, power or privilege hereunder, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or future exercise thereof or the exercise of any other right, power or privilege. The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are in addition to any rights and remedies provided by law. None of the terms or provisions of this Assignment may be waived, altered, modified or amended except by an instrument in writing, duly executed by Grantee and, where applicable, by the Grantor.

18. Amendments; Etc. No amendment or waiver of any provision of this Assignment nor consent to any departure by Grantor herefrom, shall in any event be effective unless the same shall be in writing and signed by Grantee, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

19. Notices. Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered, sent by telecopier, overnight courier or deposited in the mail, postage prepaid, sent certified or registered, return receipt requested, and addressed as set forth in Section 8.8 of the Credit Agreement.

20. Continuing Security Interest; Payment of Obligations. This Assignment shall create a continuing security interest in the Intellectual Property and shall (a) remain in full force and effect until payment in full of the Obligations, (b) be binding upon Grantor and its successors and assigns, and (c) inure to the benefit of Grantee and its successors, transferees and assigns.

21. Attorneys' Fees. If any lawsuit or other action or proceeding relating to this Assignment is brought by either party hereto against the other party hereto, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements (in addition to any other relief to which the prevailing party may be entitled).

22. GOVERNING LAW AND CONSENT TO JURISDICTION. THE VALIDITY, CONSTRUCTION AND EFFECT OF THIS ASSIGNMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO ITS LAWS REGARDING CHOICE OF APPLICABLE LAW. ALL JUDICIAL PROCEEDINGS BROUGHT AGAINST GRANTOR WITH RESPECT TO THIS ASSIGNMENT MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE OF CALIFORNIA, AND GRANTOR ACCEPTS FOR ITSELF AND ITS ASSETS AND PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE NONEXCLUSIVE JURISDICTION OF THE AFORESAID COURTS. GRANTOR WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION (INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS) WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN ANY SUCH JURISDICTION. NOTHING HEREIN SHALL LIMIT THE RIGHT OF GRANTOR OR GRANTEE TO BRING PROCEEDINGS AGAINST THE OTHER PARTY IN THE COURT OF ANY OTHER JURISDICTION.

23. Severability. In case any provision in or obligation under this Assignment shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

24. Headings. Section headings in this Assignment are included herein for convenience of reference only and shall not constitute a part of this Assignment for any other purpose or be given any substantive effect.

25. Construction.

(a) The capitalized terms used but not defined in this Assignment that are defined in the Credit Agreement shall have the meanings as set forth therein.

(b) The definitions in this Assignment shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" as used in this Assignment shall be deemed in each case to be followed by the phrase "without limitation."

26. Termination. Upon payment in full of all Obligations, the liens and security interests created by this Assignment shall terminate forthwith and all right, title and interest of Grantee in and to the Intellectual Property shall revert to Grantor, its successors and assigns. After or upon such termination, Grantee, at Grantor's cost and expense, shall execute documents reasonably required to evidence such termination.

27. Counterparts. This Assignment and any amendments, waivers, consents or supplements may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.


IN WITNESS WHEREOF, Grantor and Grantee have caused this Assignment to be duly executed as of the day and year first above written.

GRANTOR:

BERKELEY PROCESS CONTROL, INC.

By _____
Richard Oppenheimer
Chief Financial Officer

GRANTEE:


Paul Sagues


Deborah Sagues

IN WITNESS WHEREOF, Grantor and Grantee have caused this Assignment to be duly executed as of the day and year first above written.

GRANTOR:

BERKELEY PROCESS CONTROL, INC.

By 
Richard Oppenheimer
Chief Financial Officer

GRANTEE:

Paul Sagues

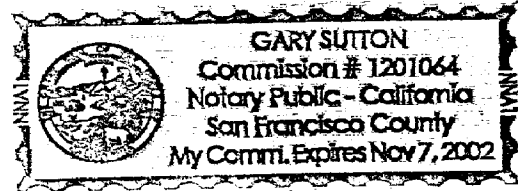
Deborah Sagues

STATE OF CALIFORNIA,)
) ss.
County of San Francisco)

On October 10, 2001, before me, Gary Sutton, a Notary Public in and for the State of California, personally appeared Richard Oppenheimer, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledge to me that he or she executed the within instrument in his or her authorized capacity and that, by his or her signature on the within instrument, the person or entity upon behalf of which he or she acted executed the within instrument.

WITNESS my hand and official seal.

Signature *Gary Sutton* (Seal)



Schedule 1

PATENTS				
<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor(s) Name</u>	<u>Title</u>
USA	4,639,884	1-27-87	Paul Sagues	METHOD AND APPARATUS FOR MEASURING VELOCITY AND POSITION IN SERVO SYSTEMS
USA	5,062,064	10-29-91	Paul Sagues, Vernon E. Muhr	IMPROVED METHOD AND APPARATUS FOR MEASURING VELOCITY IN SERVO SYSTEMS
USA	5,410,373	4-25-95	Paul Sagues, Steven M. Kraft	CHASSIS ASSEMBLY WITH MEANS FOR MOUNTAING WITHIN THIN WALL OPENING
USA	6,075,334	6-13-00	Paul Sagues, John T. Peurach, Sanjay D. Aggarwal	AUTOMATIC CALIBRATION SYSTEM FOR WAFER TRANSFER ROBOT
USA	D428,006	7-11-00	Paul Sagues, Nathan Herbert Harding, Darrell Alessi Hunger	MULTI-AXIS MOTION CONTROLLER
USA	6,275,742	8-14-01	Paul Sagues, Stephen A. Gaudio, Tim K. Wong	WAFER ALIGNER SYSTEM

PATENTS

<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor(s) Name</u>	<u>Title</u>
USA	6,242,879	6-5-01	Paul Sagues, Robert T. Wiggers, Steven M. Kraft	TOUCH CALIBRATION SYSTEM FOR WAFER TRANSFER ROBOT
EPO	0157191	3-13-00	Paul Sagues	METHOD AND APPARATUS FOR MEASURING VELOCITY AND POSITION IN SERVO SYSTEMS
JAPAN	2,661,896	6-13-97	Paul Sagues	METHOD AND APPARATUS FOR MEASURING VELOCITY AND POSITION IN SERVO SYSTEMS
EPO	0415402	5-27-92	Paul Sagues, Vernon E. Muhr	IMPROVED METHOD AND APPARATUS FOR MEASURING VELOCITY AND POSITION IN SERVO SYSTEMS

PENDING PATENT APPLICATIONS

<u>Country</u>	<u>Application Serial No.</u>	<u>Application Filing Date</u>	<u>Inventor(s) Name</u>	<u>Title</u>
USA	09/564,300	5-3-00	Paul Sagues, Robert T. Wiggers, Sanjay K. Aggarwal, Kevin D. D'Souza, Nathan H. Harding	SELF-TEACHING ROBOTIC WAFER HANDLING SYSTEM
USA	09/592,314	6-13-00	Paul Sagues, Robert T. Wiggers, Nathan H. Harding, Sanjay K. Aggarwal	SELF TEACHING ROBOTIC CARRIER HANDLING APPARATUS
USA	60/269,129	2-14-01	Paul Sagues, John T. Peurach, Leslie H. Woods	CONFIGURABLE, CONNECTORIZED INPUT/OUT SYSTEM
JAPAN	228,498/90	8-31-00	Paul Sagues, Vernon E. Muhr	IMPROVED METHOD AND APPARATUS FOR MEASURING VELOCITY AND POSITION IN SERVO SYSTEMS
EPO	00107200.8	4-12-00	Paul Sagues, Stephen A. Gaudio, Tim K. Wong	WAFER ALIGNER SYSTEM
EPO	00105965.8	4-24-00	Paul Sagues, John T. Peurach, Sanjay D. Aggarwal	AUTOMATIC CALIBRATION SYSTEM FOR WAFER TRANSFER ROBOT
JAPAN	108,833/2000	4-11-00	Paul Sagues, John T. Peurach, Sanjay D. Aggarwal	AUTOMATIC CALIBRATION SYSTEM FOR WAFER TRANSFER ROBOT
CANADA	Unknown	Unknown	Paul Sagues, John T. Peurach, Sanjay D. Aggarwal	AUTOMATIC CALIBRATION SYSTEM FOR WAFER TRANSFER ROBOT

PENDING PATENT APPLICATIONS

<u>Country</u>	<u>Application Serial No.</u>	<u>Application Filing Date</u>	<u>Inventor(s) Name</u>	<u>Title</u>
JAPAN	228,498/90	8-31-00	Paul Sagues, Vernon E. Muhr	IMPROVED METHOD AND APPARATUS FOR MEASURING VELOCITY AND POSITION IN SERVO SYSTEMS
PCT	PCT/US01/078 36	3-12-01	Paul Sagues, Robert T. Wiggers, Steven M. Kraft	TOUCH CALIBRATION SYSTEM FOR WAFER TRANSFER ROBOT
PCT	PCT/US01/139 72	4-30-01	Paul Sagues, Robert T. Wiggers, Sanjay K. Aggarwal, Kevin D. D'Souza, Nathan H. Harding	SELF TEACHING ROBOTIC WAFER HANDLING SYSTEM
PCT	PCT/US01/175 76	5-30-01	Paul Sagues, Robert T. Wiggers, Nathan H. Harding, Sanjay K. Aggarwal	SELF TEACHING ROBOTIC CARRIER HANDLING SYSTEM

INVENTION DISCLOSURES

<u>Title</u>	<u>Inventors</u>
HIGH SPEED TRANSFER TAKEUP	Russ Angold, John Burns

Schedule 2

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None.