

12-04-2001

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101907525

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

12-4-01

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

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.)

Other

Citizenship/State of Incorporation/Organization

12/04/2001 LNUELLER 00000058 1475641

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 25.00 OP

12/04/2001 LNUELLER 00001240 \$15.00
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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

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REEL: 002402 FRAME: 0046

DD

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)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,475,641"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,985,063"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Janik Marcovici

11/27/01

Name of Person Signing

Signature

Date Signed

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS AGREEMENT is made on May 30, 1999, by and between Fairchild Technologies USA, Inc., a company having its principal place of business at 47300 Kato Road, Fremont California 94538-7334, USA ("Fairchild") and Ramona GmbH, having its principal place of business in Frankfurt, Germany ("Ramona").

RECITALS

Fairchild is the owner of or is entitled to use proprietary Intellectual Property Rights (as defined below) necessary to manufacture photoresist processing equipment.

Ramona wishes to obtain and Fairchild is prepared to assign to Süss such proprietary Intellectual Property Rights.

NOW, THEREFORE, the parties agree as follows:

Article 1 - Definitions

"Affiliate" shall mean any Person controlling, controlled by or under common control with another Person. With respect to a company, "Control" means the power to direct its business and affairs or to designate a majority of the principal management body of such company.

"Agreement" shall mean this Agreement (including its Annexes), as amended from time to time.

"Inventor" means one or more of the inventors named in certain of the Patents.

"Improvements" shall mean each and every modification of photoresist processing equipment, which provides additional, enhanced, different functional capability or use or a higher degree of efficiency.

"Intellectual Property Rights" shall mean the Patents, Technical Information and Trademarks (all as defined below) as well as all non-patented and unpublished documentation, information and data relating to photoresist processing equipment or Improvements thereto owned or controlled by Fairchild and its Affiliates as of the date hereof.

"Patents" shall mean the patents and pending patent applications that are assigned by Fairchild as of the date hereof, together with any continuation, continuation-in-part, divisional, reissue, reexamination, extension, and substitution patents and patent applications relating to such patent and

patent applications, including any equivalents thereof, together with every other application filed as of the date hereof. All such patents and pending patent applications are set forth in Annex I hereto. In the event that any Patents falling within this definition are inadvertently or otherwise omitted from Annex I, the parties will amend Annex I to correct such omission and any such omitted Patents will be covered by the terms of this Agreement.

"Person" shall mean any natural person, corporation, firm, association, business trust, partnership, joint venture, association, organization or other business entity, or any government, or any agency or political subdivision thereof.

"Technical Information" shall mean any and all information possessed by, or known to, Fairchild relating to photoresist processing equipment including but not limited to inventions, improvements, technical data, software, formulations, manufacturing process data and know-how, material and production specifications, top level drawings and related documentation.

"Trademarks" shall mean the Convac, Falcon, Falcon PR, "Series 2000" and "Series 6000" trademarks and tradenames.

Article 2 - Assignment of Intellectual Property Rights

Fairchild shall assign, convey, transfer and deliver to Ramona, on the date of entry into force of this Agreement and subject to the provisions set forth herein, all of Fairchild's right, title and interest in and to the Intellectual Property Rights. With respect to the Patents, the same to be held and enjoyed by Süss, its successors, assigns, and licensees, to the full extent of the terms for which patents may be granted, as fully and entirely as the same would have been held and enjoyed by Fairchild had this assignment not been made. Fairchild's right, title, and interest which are hereby assigned to Ramona, include, but are not limited to, the sole right to enforce license and bring actions for infringement of, the Patents including but not limited to the right to bring actions for damages or other remedies for, and to obtain judgments or enter into settlements relating to, past (i.e., prior to the entry into force of this Agreement), present, or future infringement of any of the Patents.

It is understood that nothing in this Assignment Agreement shall give Süss the right to use the name "Fairchild", "Fairchild Technologies", "Fairchild Semiconductor Equipment" or other trademarks, service marks or tradenames owned or used by Fairchild or by any of its Affiliates.

FAIRCHILD MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OF THE INTELLECTUAL PROPERTY RIGHTS SOLD AND CONVEYED HEREBY.

Article 3 - License-Back of Intellectual Property Rights by Süss

3.1 Low-K and Spin-on-Glass ("SOG") Applications

The parties acknowledge that this Agreement is being executed concurrently with, and the assignment of the Intellectual Property Rights by Fairchild to Süss hereunder is subject to the execution of, a License Agreement for Low-K and SOG applications (as defined by ISA standards for inter- and intra-metal dielectrics) in the form attached hereto as Annex II.

3.2 Photoresist Applications: Korea and Taiwan

The parties further acknowledge that this Agreement is being executed concurrently with, and the assignment of the Intellectual Property Rights by Fairchild to Ramona hereunder is subject to the execution of, a License Agreement for all photoresist applications in Korea and Taiwan. This License Agreement shall be in the form attached hereto as Annex III.

Article 4 - Cooperation

4.1 Commitment by Fairchild

Fairchild shall, whenever Süss reasonably so requests, execute all papers and documents, provide its employees to take all lawful oaths and provide evidence, and provide all other cooperation reasonably requested by Ramona for the procurement, maintenance, enforcement, and defense of the Patents and Intellectual Property Rights (including without limitation any such cooperation in connection with the prosecution of the patent applications included among the Patents and in connection with actions for infringement of the Patents), without charge to Ramona, except that Ramona shall pay the actual reasonable out-of-pocket costs and expenses incurred by Fairchild in engaging in the cooperation requested by Ramona. Fairchild shall, if required as an indispensable party join as a party in any litigation to procure, maintain, enforce, or defend the Patents. Such participation in litigation shall be at Ramona's expense, including attorney's fees, except that if Fairchild retains separate counsel, it shall be at Fairchild's expense.

4.2 Patent Filings

Within ten (10) business days of the date hereof, Fairchild will execute and deliver to Ramona, forms of patent assignment consistent with this Agreement suitable for filing with the

United States Patent and Trademark Office and other foreign patent registration authorities, for each of the Patents currently issued. Such filing costs will be at Ramona's expense. On or after the date hereof, Fairchild shall take all other steps reasonably requested by Ramona to perfect and evidence the assignments made hereunder.

4.3 Employee Cooperation

Fairchild shall use good faith efforts to cause any current or former employee or contractor to provide any cooperation reasonably requested by Ramona, including without limitation any cooperation of the type contemplated for Fairchild or the Inventor, provided that Fairchild shall not be required to make

4.4 Litigation

The parties will provide one another, at the requesting party's expense, information concerning the status of any litigation involving the scope or validity of the Patents, and will attempt to agree on positions taken on such issues in future or pending litigation. No party to this Agreement will stipulate, consent or agree that any claim in any Patent is invalid or unenforceable.

Article 5 - Consideration

5.1 Consideration Payable upon the Entry into Force of this Agreement

In consideration of the assignment by Fairchild to Ramona of the Intellectual Property Rights hereunder, Ramona shall ~~pay to Fairchild, upon the entry into force of this~~ Agreement, an amount of US\$ 5,000,000 in immediately available funds.

5.2 Additional Consideration

Ramona or an Affiliate shall also pay Fairchild, as additional consideration, an amount on the net proceeds received by Ramona or an Affiliate from sales or leases of products derived from the Intellectual Property acquired by Purchaser and Affiliates from Seller. Such amounts shall be computed as follows :

- 5% on net proceeds up to DM 75,000,000
- 4% on net proceeds between DM 75,000,000 and DM 150,000,000
- 3% on net proceeds between DM 150,000,000 and DM 225,000,000.

No additional amounts will be payable on net proceeds beyond DM 225,000,000.

Additional consideration payable by Ramona to Fairchild shall include a 12.5% charge on any royalties received by Ramona or

an Affiliate pursuant to licenses granted to third parties in respect of products deriving from the Intellectual Property assigned to Ramona and its Affiliates by the Seller.

The additional consideration shall be payable on the sale of modules and sub-assemblies. No other consideration shall be due in respect of spare parts.

For the purpose of determining the additional consideration, net sales proceeds shall mean the total invoiced price payable by customers exclusive of packing, freight, and insurance charges separately stated. In the case of leases by Ramona or by an Affiliate of Ramona, the net sales proceeds shall mean all gross rental fees.

Additional consideration shall be due and payable during the seven-year period following the entry into force of this Agreement. It shall be paid on all sales and leases entered into during such period and on all royalties paid pursuant to licenses entered into during the same period, irrespective of the terms of such licenses.

The amount of additional consideration shall be computed and paid for each calendar quarter by Ramona no later than 30 days following the end of such quarter. Ramona shall furnish written report to Fairchild for each calendar quarter, giving the basis for the computation of the additional consideration during the preceding calendar quarter.

5.3 -Inspection of Records

Ramona shall keep accurate records in sufficient detail to enable the accurate determination of the amount of additional consideration payable by Ramona hereunder. Ramona agrees to permit said records to be examined from time to time by Fairchild or its designee during the period additional consideration is due and for two (2) years thereafter. Fairchild shall conduct its inspection or audit of such records during usual business hours and only to the extent necessary to verify fully the reports and payments required hereunder. If it is determined that the amount of additional consideration due by Ramona is more than 5% greater than the amount actually paid, Ramona will reimburse Fairchild for the cost of such audit or inspection.

5.4 Effect of Improvements on the Additional Consideration

No Improvements developed by Ramona shall discharge or release Stüss from its obligation to pay Fairchild the additional consideration provided for in Section 5.2.

Article 6 - Representations and Warranties6.1 Representations and Warranties of Fairchild

Fairchild hereby represents and warrants as of the date hereof as follows:

6.1.1 Authority

Fairchild has the right, power, legal capacity and authority to enter into, deliver and perform this Agreement and any other agreements and instruments contemplated hereby, and this Agreement and all such other agreements and instruments are, or upon the execution thereof will be, valid and binding upon and enforceable against Fairchild in accordance with their respective terms. No consent is required from any government authority or third party for Fairchild to enter into this Agreement and consummate its obligations hereunder. There exists no event of default under any material agreement to which Fairchild is a party, and no event of default shall be caused under any such agreement as a result of Fairchild's execution and delivery of this Agreement and performance of its obligations hereunder.

6.1.2 Title

Fairchild owns all right, title and interest in and to the Patents and Intellectual Property Rights, except as otherwise provided herein. The Patents listed in Annex I constitute all the patents and pending patent applications assigned or assignable to or otherwise owned or controlled by Fairchild as of the date hereof relating to its photoresist product line. In the event that either party determines that any patents or patent applications have been omitted from Annex I, Fairchild will promptly amend Annex I to correct the omission and will execute additional Patent Assignments for any such omitted Patents. Within thirty (30) business days of the date hereof, Fairchild will provide to Ramona copies of all such patents and patent applications and the prosecution file histories of all such patents and patent applications in its possession. The Patents and Patent License Agreements are free and clear of all liens, encumbrances, and security interests of every kind, except as provided herein.

6.1.3 No Infringement

To the actual knowledge of Fairchild, the practice of the inventions described in the Patents does not infringe, and will not require any payment to any Person or to any Inventor(s) named in the Patents, with respect to any other patents owned or controlled by such Persons or Inventors, or claims of patent applications that such Inventors, Persons or their Affiliates have made or contemplate making as of the date hereof (collectively, "Other Patents"). The foregoing means that, to the actual knowledge of Fairchild, Ramona and its successors,

assigns, and licensees may practice the inventions described in the Patents without infringing any other Patents except those belonging to Ramona.

6.1.4 Other Claims

To the actual knowledge of Fairchild, there is no pending or threatened claim, other than the claim set forth in Annex IV hereto and claims asserted by Karl Süss France SARL, that the practice of the inventions described in the Patents infringes any patents or patent applications of any third party. To the actual knowledge of Fairchild, there is no (i) pertinent uncited prior art, any sale or offer of sale, or any public use that invalidates any claim of the Patents; (ii) inequitable conduct or breach of the duty of candor owed to the US Patent and Trademark Office (or equivalent office in any other jurisdiction) with respect to any of the Patents; or (iii) other fact that makes any claim in the Patents currently invalid or unenforceable.

6.1.5 Inventions

The inventions and discoveries described in the Patents were made solely by the Inventor(s) named in the Patents, without misappropriation of any trade secrets, confidential information, or other rights of any other person, including, without limitation, any of Fairchild's or such Inventor's current or former employers, clients, partners, or contract parties. To the actual knowledge of Fairchild, no other party has any ownership rights with respect to any such inventions or to the Patents.

6.2 Representations and Warranties of Ramona

Ramona hereby represents and warrants as of the date hereof that it has the right, power, legal capacity and authority to enter into, deliver and perform this Agreement and any other agreements and instruments contemplated hereby, and this Agreement and all such other agreements and instruments are, or upon the execution thereof will be, valid and binding upon and enforceable against Ramona in accordance with their respective terms, subject only to the approval of the Süss MicroTec Supervisory Board. No consent is required from any government authority or third party for Ramona to enter into this Agreement and consummate its obligations hereunder. There exists no event of default under any material agreement to which Süss is a party, and no event of default shall be caused under any such agreement as a result of Ramona's execution and delivery of this Agreement and performance of its obligations hereunder.

Article 7 - General Payment Provisions

7.1 Place of Payments

All payments made by Ramona hereunder shall be made to Fairchild, or Persons designated by Fairchild, at such place as shall be designated by Fairchild from time to time.

7.2 Currency and Conversion Rates

All monies due hereunder shall be payable in the currency of the United States of America. If any such monies are calculated in the funds of any other country, they shall be converted into US dollars at the average of the prevailing telegraphic transfer rates for the thirty (30) day period prior to the date of any such scheduled remittance hereunder.

7.3 Payments without Deduction

Payments shall be made without deduction for any bank transfer charges, withholding, value-added taxes or similar charges. Should withholding taxes be imposed on any payments by any national tax authorities, Ramona will provide receipts showing payment thereof and any other documents as Fairchild may reasonably request.

Article 8 - Low-K and SOG Application Intellectual Property Rights Protection

8.1 Acknowledgment of Fairchild's Interest

Ramona acknowledges that certain of the Patents and technical drawings assigned by Fairchild to Ramona pursuant to this Agreement contains information that is related to Low-K and SOG applications, which information shall be licensed back to Fairchild pursuant to the License Agreement executed in the form attached hereto in Annex II. With respect to such Low-K and SOG applications, Ramona acknowledges (i) that the Low-K and SOG applications have been designed and developed by Fairchild, which has involved the expenditure of substantial amounts of money and the use of skilled development experts over a long period of time and which has afforded Fairchild a commercial advantage over its competitors; (ii) that the disclosure of such Low-K and SOG applications contrary to the provisions of the License Agreement would cause great injury and harm to Fairchild; and (iii) that the restrictions imposed upon Ramona by this Article 8 are necessary to protect the secrecy of such Low-K and SOG applications and prevent the occurrence of such injury and harm.

8.2 Confidentiality Covenant

Ramona covenants that it will not, without the written consent of Fairchild, disclose, divulge, publish to others or employ to its own advantage, other than as herein provided, any information relating to Low-K and SOG applications. Ramona shall take reasonable action, by instruction, agreement or otherwise, with respect to Ramona employees or other Persons who have not entered into the aforesaid restrictive engagements in order to prevent the unauthorized disclosure or use of Low-K and SOG applications.

8.3 Exceptions

This Article 8 shall not apply to (i) any trade secret that shall become generally known in the trade through no fault of Ramona, (ii) any trade secret that shall be disclosed to Ramona by a third party having legitimate possession thereof and the unrestricted right to make such disclosure, or (iii) any trade secret that Ramona can demonstrate was within its legitimate possession prior to the time of the disclosure by Fairchild.

8.4 Injunctive Relief

Ramona recognizes that failure to adhere to the terms of paragraph 8.2 will cause Fairchild irreparable damage for which monetary damages alone would be inadequate compensation. Ramona therefore agrees that Fairchild shall have the right, in addition to any other legal or equitable remedies, to obtain an injunction against Ramona, issued by a court of competent jurisdiction, prohibiting such unauthorized disclosure or use. Ramona consents to the entry of such an injunction and waives the making of a bond as a condition for containing such relief.

Article 9 - Confidentiality Covenant of Fairchild

For the protection of Ramona's interest in the Patents and Intellectual Property Rights conveyed hereunder, Fairchild covenants that it will reveal the Patents and Intellectual Property Rights only to Persons who are subject to disclosure restrictions with respect thereto that are at least as complete as those assumed by Ramona in Article 8 and who have agreed not to use such Patents and Intellectual Property Rights contrary to Ramona's rights herein. Fairchild shall take reasonable action with respect to its employees or other Persons who have not entered into the aforesaid restrictive engagements in order to prevent the unauthorized disclosure or use of such Patents and Intellectual Property Rights.

Article 10 - Indemnification and Limitation on Liability

10.1 Indemnification by Fairchild

Fairchild shall indemnify, defend and hold harmless Ramona and its Affiliates, and each of its and their respective employees, officers, directors and agents (each, a "Ramona Indemnified Party") from and against any and all liability, loss, damage, cost, and expense (including reasonable attorneys fees), subject to the limitations in Section 10.5 (collectively, "Liability") which the Ramona Indemnified Party may incur, suffer or be required to pay resulting from or arising in connection with (i) the breach by Fairchild of any covenant, representation or warranty contained in this Agreement, (ii) a negligent act or omission or willful misconduct of Fairchild (or any Affiliate thereof) in the performance of their duties hereunder, or (iii) the claim set forth in Exhibit II .

10.2 Indemnification by Süss

Ramona shall indemnify, defend and hold harmless Fairchild and its Affiliates, and each of its and their respective employees, officers, directors and agents (each, a "Fairchild Indemnified Party") from and against any and all liability, loss, damage, cost and expense (including reasonable attorney's fees), subject to the limitation in section 10.5. (collectively "Liability") which the Fairchild Indemnified Party may incur, suffer or be required to pay resulting from or arising in connection with (i) the breach by Ramona of any covenant, representation or warranty contained in this Agreement or (ii) a negligent act or omission or willful misconduct of Ramona (or any Affiliate thereof) in the performance of their duties hereunder.

10.3 Conditions to Indemnification

The obligations of the indemnifying party under Sections 10.1 and 10.2 are conditioned upon the delivery of written notice to the indemnifying party of any potential Liability promptly after the indemnified party becomes aware of such potential Liability, such that the indemnifying party may timely take measures to assure the defense of such matters.

10.4 Settlements

Neither party may settle a claim or action related to a Liability without the consent of the other party.

10.5 Limitation of Liability

With respect to any claim by one party against the other arising out of the performance or failure of performance of the other party under this Agreement, the parties expressly agree that the liability of such party to the other party for such

breach, shall be limited under this Agreement or otherwise at law or equity to direct damages only and in no event shall a party be liable for any punitive, exemplary, indirect, incidental, or consequential damages.

Article 11 - Governing Law

Regardless of the place of contracting, place of performance, or otherwise, this Agreement and all amendments, modifications, alterations, or supplements hereto, and the rights of the parties hereunder, shall be construed under, and governed by the laws of the State of California, the United States of America.

Article 12 - Arbitration

12.1 Arbitration Rules

Any controversy or claim between the parties hereto arising out of or related to this Agreement, or breach hereof, which cannot be settled amicably by the parties, shall be submitted to a board of three (3) arbitrators for decision in accordance with the Rules of the American Arbitration Association, and judgment upon an award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

12.2 Selection of Arbitrators

The party desiring arbitration shall so notify the other party in writing in accordance with the Rules of the American Arbitration Association, and such notice shall be accompanied by the name of the arbitrator selected by the party serving the notice. The second arbitrator shall be chosen by the other party, and a neutral arbitrator shall be chosen by the two so selected. If a party fails to select an arbitrator or to advise the other party of its selection within sixty (60) days after receipt by such party of the notice of intent to arbitrate, the second arbitrator shall be selected by the American Arbitration Association.

12.3 Place of Arbitration

All arbitration proceedings shall be in New York, New York the United States of America or in any other location as the parties may mutually agree.

12.4 Injunctive Relief

Nothing in this Section will prevent either Party from seeking interim injunctive relief or filing an action against the other Party in the courts having jurisdiction over it in order to enforce an arbitral award granted pursuant to a proceeding under this Article 12.

Article 13 - Miscellaneous13.1 Non-competition

Fairchild covenants and agrees that for a period of seven (7) years following the entry into force of this Agreement, neither Fairchild nor any of its Affiliates shall engage in any activity involving the manufacture or sale of photoresist processing equipment. This undertaking shall not include investments in companies where Fairchild or one of its Affiliates does not have management responsibility (i.e. less than 50% of the shares) nor shall it prevent Fairchild and its Affiliates from benefiting from any of the license agreements referred to in Article 3 hereinabove.

13.2 Notices

All notices, consents, requests, instructions, approvals and other communications required or authorized to be given by either party to the other under this Agreement shall be made in writing and shall be deemed to have been given or submitted (i) when delivered by hand, (ii) on the same day if communicated by facsimile, (iii) five (5) days after the date deposited in the mail in registered form, first class, airmail postage prepaid, addressed as follows:

(a) if to Ramona:

c/o Süss MicroTec AG
Schleissheimer Strasse 90
D-85748 Garching
Munich, Germany

Attention: Mr. Franz Richter
Fax: 49 (0) 89 32007-106

(b) if to Fairchild:

Fairchild Technologies USA, Inc.
c/o Fairchild Legal Department
4525 Aviation Drive, Suite 400
Dulles, Virginia 20166
United States

Attention: General Counsel
Fax: 1 703 478-5767

or to such other address as either party hereto may hereafter specify from time to time by notice to the other party.

13.3 Entry into Force

This Agreement shall enter into force and shall become effective on the Closing Date of the Agreement for the Sale and Purchase of Assets and the Assumption of Contract Obligations between Fairchild Technologies Semiconductor Equipment Group GmbH and (NewCo), (the expression "Closing Date" is as defined in said Agreement).

13.4 Non-Waiver of Default

Any failure by either party, at any time, or from time to time, to enforce and require the strict keeping and performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any such terms and conditions at any future time and shall not prevent such party from insisting on the strict keeping and performance of such terms and conditions at any later time.

13.5 Interpretation

Should a provision of this Agreement require judicial interpretation, it is agreed that the judicial body interpreting or construing the same shall not apply the assumption that the terms hereof shall by more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who itself or through its agents prepared the same, it being agreed that the agents of both parties have participated in the preparation hereof equally.

13.6 Language

In the event that a copy of this Agreement is translated into another language, the official version shall be the English language version which shall prevail in all instances. All correspondence and all communications between the parties under this Agreement shall be in the English language.

13.7 Amendment or Rescission

This Agreement shall not be modified or rescinded except by written instruments signed by authorized representatives of both parties hereto.

13.8 Severability

Each and every provision of this Agreement is severable and invalidity of one or more provisions shall not, in any way, affect the validity of this Agreement or any other provision hereof.

Handwritten initials: AM, AP

13.9 Entirety of Agreement

This Agreement comprises the entire agreement between the parties hereto with respect to the subject matter hereof; there are no agreements, understandings, covenants, conditions or undertakings, oral or written, express or implied, concerning such subject matter that are not merged herein or superseded hereby.

13.10 Captions

The captions or headings of the Articles, Sections or other sub-divisions hereof are inserted only as a matter of convenience or for reference and shall have no effect on the meaning of the provisions hereof.

13.11 Nullity

If the Agreement for the Sale and Purchase of Assets and Assumption of Contract Obligations signed on May 30, 1999 between Fairchild Technologies SEG GmbH and Ramona GmbH is declared null and void by a court of competent jurisdiction, this Agreement and its annexes I and II shall ipso facto become null and void as well.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in their respective corporate names, as of the date first hereinabove written by their respective corporate officers hereunder duly authorized.

Ramona GmbH

Fairchild Technologies USA, Inc.

F. Richter

by:

Ronald B. ...

by:

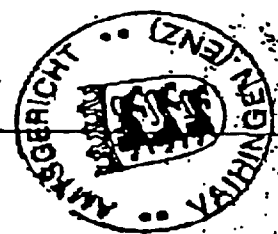
TRADEMARK

REEL: 002402 FRAME: 0061

Handwritten initials

Handelsregister - Abt. B - des Amtsgerichts Vaihingen/Enz

Name der Eintragung	a) Firma b) Sitz c) Gegenstand des Unternehmens	Gewinnanteil oder Stimmkapital DKM	Vorstand Präsident Geschäftsführer Beisitzer Abw.leiter	Eintrags- nummer	Rechtsverhältnis bzw.	Blatt mit Folienangabe	HRB Nummer
1	<p>a) "RAYONIA" Verwaltungs-gesellschaft mbH Karl Süß Vaihingen GmbH</p> <p>b) Vaihingen/Enz</p> <p>c) Entwicklung, Herstellung und Vertrieb von Geräten für mikrotechnische Fertigungsverfahren, insbesondere von Laser-, Produktions- und Testgeräten und -systemen für die Mikroelektronik und für Mikroverarbeitungsverfahren</p>	50.000,-- OH	<p>Dr. Franz Richter, geb. am 22. Juli 1953, Eichmann</p> <p>Peter Rinker, geb. am 17. April 1961, Katzlar</p>	5	<p>Rechtsverhältnis bawo</p>	Blatt	HRB 8316
2		250.000,-- EUR			<p>Gesellschaft mit beschränkter Haftung. Gesellschaftsvertrag vom 27. November 1998 und Änderung vom 09. Juni 1999. Die Gesellschaft hat einen oder mehrere Geschäftsführer. Ist nur ein Geschäftsführer bestellt, so ist dieser allein zur Vertretung der Gesellschaft berechtigt. Sind mehrere Geschäftsführer bestellt, so sind die Gesellschaft durch zwei Geschäftsführer gemeinschaftlich oder durch einen Geschäftsführer in Gemeinschaft mit einem Prokuristen vertreten. Dr. Franz Richter ist zum einzelvertretungsberechtigten Geschäftsführer bestellt. Er ist befugt, die Gesellschaft bei Rechtsgeschäften mit sich selbst in eigenen und fremden Namen zu vertreten. Der Geschäftsführer Peter Rinker ist in Gemeinschaft mit einem weiteren Geschäftsführer oder Prokuristen vertretungsberechtigt. Ilmo Kusch und Gabriela Rummel sind nicht mehr Geschäftsführer. Durch Gesellschafterbeschluss vom 09. Juni 1999 wurden die §§ 1 (Firma und Sitz), 2 (Gegenstand des Unternehmens), 3 (Stammkapital, Die Firma ist geändert. Der bisher eingetragene Gegenstand des Unternehmens ist geändert wie Sp. 2 c). Der Sitz der Gesellschaft wurde von Frankfurt am Main nach Vaihingen/Enz verlegt.</p>	Blatt	HRB 8316
3					<p>a) Den 01. August 1999 b) Beschl. Bl. 328b, 329b, 330b, 331b, 332b, 333b, 334b, 335b, 336b, 337b, 338b, 339b, 340b, 341b, 342b, 343b, 344b, 345b, 346b, 347b, 348b, 349b, 350b, 351b, 352b, 353b, 354b, 355b, 356b, 357b, 358b, 359b, 360b, 361b, 362b, 363b, 364b, 365b, 366b, 367b, 368b, 369b, 370b, 371b, 372b, 373b, 374b, 375b, 376b, 377b, 378b, 379b, 380b, 381b, 382b, 383b, 384b, 385b, 386b, 387b, 388b, 389b, 390b, 391b, 392b, 393b, 394b, 395b, 396b, 397b, 398b, 399b, 400b, 401b, 402b, 403b, 404b, 405b, 406b, 407b, 408b, 409b, 410b, 411b, 412b, 413b, 414b, 415b, 416b, 417b, 418b, 419b, 420b, 421b, 422b, 423b, 424b, 425b, 426b, 427b, 428b, 429b, 430b, 431b, 432b, 433b, 434b, 435b, 436b, 437b, 438b, 439b, 440b, 441b, 442b, 443b, 444b, 445b, 446b, 447b, 448b, 449b, 450b, 451b, 452b, 453b, 454b, 455b, 456b, 457b, 458b, 459b, 460b, 461b, 462b, 463b, 464b, 465b, 466b, 467b, 468b, 469b, 470b, 471b, 472b, 473b, 474b, 475b, 476b, 477b, 478b, 479b, 480b, 481b, 482b, 483b, 484b, 485b, 486b, 487b, 488b, 489b, 490b, 491b, 492b, 493b, 494b, 495b, 496b, 497b, 498b, 499b, 500b, 501b, 502b, 503b, 504b, 505b, 506b, 507b, 508b, 509b, 510b, 511b, 512b, 513b, 514b, 515b, 516b, 517b, 518b, 519b, 520b, 521b, 522b, 523b, 524b, 525b, 526b, 527b, 528b, 529b, 530b, 531b, 532b, 533b, 534b, 535b, 536b, 537b, 538b, 539b, 540b, 541b, 542b, 543b, 544b, 545b, 546b, 547b, 548b, 549b, 550b, 551b, 552b, 553b, 554b, 555b, 556b, 557b, 558b, 559b, 560b, 561b, 562b, 563b, 564b, 565b, 566b, 567b, 568b, 569b, 570b, 571b, 572b, 573b, 574b, 575b, 576b, 577b, 578b, 579b, 580b, 581b, 582b, 583b, 584b, 585b, 586b, 587b, 588b, 589b, 590b, 591b, 592b, 593b, 594b, 595b, 596b, 597b, 598b, 599b, 600b, 601b, 602b, 603b, 604b, 605b, 606b, 607b, 608b, 609b, 610b, 611b, 612b, 613b, 614b, 615b, 616b, 617b, 618b, 619b, 620b, 621b, 622b, 623b, 624b, 625b, 626b, 627b, 628b, 629b, 630b, 631b, 632b, 633b, 634b, 635b, 636b, 637b, 638b, 639b, 640b, 641b, 642b, 643b, 644b, 645b, 646b, 647b, 648b, 649b, 650b, 651b, 652b, 653b, 654b, 655b, 656b, 657b, 658b, 659b, 660b, 661b, 662b, 663b, 664b, 665b, 666b, 667b, 668b, 669b, 670b, 671b, 672b, 673b, 674b, 675b, 676b, 677b, 678b, 679b, 680b, 681b, 682b, 683b, 684b, 685b, 686b, 687b, 688b, 689b, 690b, 691b, 692b, 693b, 694b, 695b, 696b, 697b, 698b, 699b, 700b, 701b, 702b, 703b, 704b, 705b, 706b, 707b, 708b, 709b, 710b, 711b, 712b, 713b, 714b, 715b, 716b, 717b, 718b, 719b, 720b, 721b, 722b, 723b, 724b, 725b, 726b, 727b, 728b, 729b, 730b, 731b, 732b, 733b, 734b, 735b, 736b, 737b, 738b, 739b, 740b, 741b, 742b, 743b, 744b, 745b, 746b, 747b, 748b, 749b, 750b, 751b, 752b, 753b, 754b, 755b, 756b, 757b, 758b, 759b, 760b, 761b, 762b, 763b, 764b, 765b, 766b, 767b, 768b, 769b, 770b, 771b, 772b, 773b, 774b, 775b, 776b, 777b, 778b, 779b, 780b, 781b, 782b, 783b, 784b, 785b, 786b, 787b, 788b, 789b, 790b, 791b, 792b, 793b, 794b, 795b, 796b, 797b, 798b, 799b, 800b, 801b, 802b, 803b, 804b, 805b, 806b, 807b, 808b, 809b, 810b, 811b, 812b, 813b, 814b, 815b, 816b, 817b, 818b, 819b, 820b, 821b, 822b, 823b, 824b, 825b, 826b, 827b, 828b, 829b, 830b, 831b, 832b, 833b, 834b, 835b, 836b, 837b, 838b, 839b, 840b, 841b, 842b, 843b, 844b, 845b, 846b, 847b, 848b, 849b, 850b, 851b, 852b, 853b, 854b, 855b, 856b, 857b, 858b, 859b, 860b, 861b, 862b, 863b, 864b, 865b, 866b, 867b, 868b, 869b, 870b, 871b, 872b, 873b, 874b, 875b, 876b, 877b, 878b, 879b, 880b, 881b, 882b, 883b, 884b, 885b, 886b, 887b, 888b, 889b, 890b, 891b, 892b, 893b, 894b, 895b, 896b, 897b, 898b, 899b, 900b, 901b, 902b, 903b, 904b, 905b, 906b, 907b, 908b, 909b, 910b, 911b, 912b, 913b, 914b, 915b, 916b, 917b, 918b, 919b, 920b, 921b, 922b, 923b, 924b, 925b, 926b, 927b, 928b, 929b, 930b, 931b, 932b, 933b, 934b, 935b, 936b, 937b, 938b, 939b, 940b, 941b, 942b, 943b, 944b, 945b, 946b, 947b, 948b, 949b, 950b, 951b, 952b, 953b, 954b, 955b, 956b, 957b, 958b, 959b, 960b, 961b, 962b, 963b, 964b, 965b, 966b, 967b, 968b, 969b, 970b, 971b, 972b, 973b, 974b, 975b, 976b, 977b, 978b, 979b, 980b, 981b, 982b, 983b, 984b, 985b, 986b, 987b, 988b, 989b, 990b, 991b, 992b, 993b, 994b, 995b, 996b, 997b, 998b, 999b, 1000b</p>	Blatt	HRB 8316
4					<p>a) Den 08. November 1999 b) Beschl. Bl. 425b, 426b, 427b, 428b, 429b, 430b, 431b, 432b, 433b, 434b, 435b, 436b, 437b, 438b, 439b, 440b, 441b, 442b, 443b, 444b, 445b, 446b, 447b, 448b, 449b, 450b, 451b, 452b, 453b, 454b, 455b, 456b, 457b, 458b, 459b, 460b, 461b, 462b, 463b, 464b, 465b, 466b, 467b, 468b, 469b, 470b, 471b, 472b, 473b, 474b, 475b, 476b, 477b, 478b, 479b, 480b, 481b, 482b, 483b, 484b, 485b, 486b, 487b, 488b, 489b, 490b, 491b, 492b, 493b, 494b, 495b, 496b, 497b, 498b, 499b, 500b, 501b, 502b, 503b, 504b, 505b, 506b, 507b, 508b, 509b, 510b, 511b, 512b, 513b, 514b, 515b, 516b, 517b, 518b, 519b, 520b, 521b, 522b, 523b, 524b, 525b, 526b, 527b, 528b, 529b, 530b, 531b, 532b, 533b, 534b, 535b, 536b, 537b, 538b, 539b, 540b, 541b, 542b, 543b, 544b, 545b, 546b, 547b, 548b, 549b, 550b, 551b, 552b, 553b, 554b, 555b, 556b, 557b, 558b, 559b, 560b, 561b, 562b, 563b, 564b, 565b, 566b, 567b, 568b, 569b, 570b, 571b, 572b, 573b, 574b, 575b, 576b, 577b, 578b, 579b, 580b, 581b, 582b, 583b, 584b, 585b, 586b, 587b, 588b, 589b, 590b, 591b, 592b, 593b, 594b, 595b, 596b, 597b, 598b, 599b, 600b, 601b, 602b, 603b, 604b, 605b, 606b, 607b, 608b, 609b, 610b, 611b, 612b, 613b, 614b, 615b, 616b, 617b, 618b, 619b, 620b, 621b, 622b, 623b, 624b, 625b, 626b, 627b, 628b, 629b, 630b, 631b, 632b, 633b, 634b, 635b, 636b, 637b, 638b, 639b, 640b, 641b, 642b, 643b, 644b, 645b, 646b, 647b, 648b, 649b, 650b, 651b, 652b, 653b, 654b, 655b, 656b, 657b, 658b, 659b, 660b, 661b, 662b, 663b, 664b, 665b, 666b, 667b, 668b, 669b, 670b, 671b, 672b, 673b, 674b, 675b, 676b, 677b, 678b, 679b, 680b, 681b, 682b, 683b, 684b, 685b, 686b, 687b, 688b, 689b, 690b, 691b, 692b, 693b, 694b, 695b, 696b, 697b, 698b, 699b, 700b, 701b, 702b, 703b, 704b, 705b, 706b, 707b, 708b, 709b, 710b, 711b, 712b, 713b, 714b, 715b, 716b, 717b, 718b, 719b, 720b, 721b, 722b, 723b, 724b, 725b, 726b, 727b, 728b, 729b, 730b, 731b, 732b, 733b, 734b, 735b, 736b, 737b, 738b, 739b, 740b, 741b, 742b, 743b, 744b, 745b, 746b, 747b, 748b, 749b, 750b, 751b, 752b, 753b, 754b, 755b, 756b, 757b, 758b, 759b, 760b, 761b, 762b, 763b, 764b, 765b, 766b, 767b, 768b, 769b, 770b, 771b, 772b, 773b, 774b, 775b, 776b, 777b, 778b, 779b, 780b, 781b, 782b, 783b, 784b, 785b, 786b, 787b, 788b, 789b, 790b, 791b, 792b, 793b, 794b, 795b, 796b, 797b, 798b, 799b, 800b, 801b, 802b, 803b, 804b, 805b, 806b, 807b, 808b, 809b, 810b, 811b, 812b, 813b, 814b, 815b, 816b, 817b, 818b, 819b, 820b, 821b, 822b, 823b, 824b, 825b, 826b, 827b, 828b, 829b, 830b, 831b, 832b, 833b, 834b, 835b, 836b, 837b, 838b, 839b, 840b, 841b, 842b, 843b, 844b, 845b, 846b, 847b, 848b, 849b, 850b, 851b, 852b, 853b, 854b, 855b, 856b, 857b, 858b, 859b, 860b, 861b, 862b, 863b, 864b, 865b, 866b, 867b, 868b, 869b, 870b, 871b, 872b, 873b, 874b, 875b, 876b, 877b, 878b, 879b, 880b, 881b, 882b, 883b, 884b, 885b, 886b, 887b, 888b, 889b, 890b, 891b, 892b, 893b, 894b, 895b, 896b, 897b, 898b, 899b, 900b, 901b, 902b, 903b, 904b, 905b, 906b, 907b, 908b, 909b, 910b, 911b, 912b, 913b, 914b, 915b, 916b, 917b, 918b, 919b, 920b, 921b, 922b, 923b, 924b, 925b, 926b, 927b, 928b, 929b, 930b, 931b, 932b, 933b, 934b, 935b, 936b, 937b, 938b, 939b, 940b, 941b, 942b, 943b, 944b, 945b, 946b, 947b, 948b, 949b, 950b, 951b, 952b, 953b, 954b, 955b, 956b, 957b, 958b, 959b, 960b, 961b, 962b, 963b, 964b, 965b, 966b, 967b, 968b, 969b, 970b, 971b, 972b, 973b, 974b, 975b, 976b, 977b, 978b, 979b, 980b, 981b, 982b, 983b, 984b, 985b, 986b, 987b, 988b, 989b, 990b, 991b, 992b, 993b, 994b, 995b, 996b, 997b, 998b, 999b, 1000b</p>	Blatt	HRB 8316



Beglaubigt 22. Nov. 1999
Vaihingen/Enz, den
Urkundbeamter der Geschäftsstelle
des Amtsgerichts - Registergerichts -
[Signature]
Justizangestellte

Die Gesellschafterversammlung vom 01. September 1999 hat die Erhöhung des Stammkapitals unter gleichzeitiger Umbenennung auf EUR 0 von 25.984,58 EUR in 224.435,41 EUR auf 250.000,-- EUR und die Änderung des Gesellschaftsvertrags in § 3 (Stammkapital, Stimmkapital) beschlossen.

Eine Eintragung, die durch eine spätere ihre Bedeutung verloren hat, ist rot unterstrichen wie auch der Vermerk über ihre Löschung. Die Unterstrichungen verschleiern auf den Photokopien schwarz.

As a translator of the English language publicly appointed and generally sworn in by the president of the *Landgericht München I* (Munich Regional Court I), I confirm:

The attached translation of the certified copy from the Commercial Register worded in the German language is correct and complete.

Munich, August 14, 2000

Andrea Schwahn



(Andrea Schwahn,
öffentlich bestellte und beeidigte
Übersetzerin für die englische Sprache)

No. of Entry	a) Company b) Place of business c) Subject of business	Share capital or capital stock in DM	Board of directors Personally liable partners Managing Director Liquidator	Prokura (Full power of attorney)	Legal situation	a) Date of entry and signature b) Comments
1	2	3	4	5	6	7
1	<p>a) <u>"RAMONA"</u> <u>Verwaltungsgesellschaft mbH</u> (company with limited liability)</p> <p>Karl Süß Vaihingen GmbH (company with limited liability)</p> <p>b) Vaihingen /Enz</p> <p>c) Development, manufacture and marketing of equipment for micro-technical manufacturing methods, in particular laboratory, production and test apparatus and systems for micro-electronics and micro-system techniques</p>	50,000 DM	<p>Dr. Franz Richter, born on July 22, 1955, Eichenau</p> <p>Peter Rinker, born on April 17, 1961, Wetzlar</p>		<p>Limited liability company. Company agreement of November 27, 1998, and amendment of June 9, 1999. The company has one or more managing directors. If only one managing director is appointed, this managing director is entitled to act as the sole representative of the company. In the event that several managing directors have been appointed, the company will be represented jointly by two managing directors or by one managing director together with a holder of prokura. Dr. Franz Richter has been appointed managing director entitled to act as the sole representative of the company. He is authorized to represent the company in legal transactions with himself in his own and in another name. The managing director Peter Rinker is entitled to represent the company together with another managing director or holder of prokura. Irma Nousch and Gabriele Remmele are no longer managing directors.</p>	<p>a) August 4, 1999</p> <p>b) decision Sheet 32Sb agreement sheet 34Sb</p> <p>First entry: December 17, 1998 stock corporation Frankfurt am Main, HRB 46296</p>

