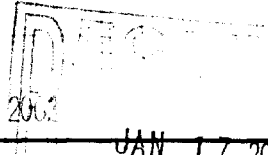


01-29-2002



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Form PTO-1594 (Rev. 03/01)

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RM COVER SHEET

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

OMB No. 0651-0027 (exp. 5/31/2002)

TRADEMARKS ONLY

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):

Leybold Inficon, Inc.

1-17-02

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

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

2. Name and address of receiving party(ies)

Name: Inficon, Inc.

Internal Attention:

Address: Linda van Roekel

Street Address: Two Technology Place

City: E. Syracuse State: NY Zip: 13057

- Individual(s) citizenship, 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: November 1, 2001

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2088214

Additional number(s) attached Yes No

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

Name: Somendu B. Majumdar, Esq.

Internal Address: Hiscock & Barclay, LLP.

Street Address: 221 South Warren Street Financial Plaza

City: Syracuse State: NY Zip: 13202

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$0.00

- 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.

Somendu B. Majumdar

Name of Person Signing

Somendu B. Majumdar Dec. 14, 2001

Signature

Date

Total number of pages including cover sheet, attachments, and document: 7

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

01/28/2002 DBYRNE 00000226 2088214

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), effective November 1, 2001, is given by **LEYBOLD INFICON INC.**, a corporation organized under the laws of the State of Delaware ("Assignor") to **INFICON, INC.**, a corporation organized under the laws of the State of Delaware ("Assignee").

This Assignment is made pursuant to that certain Asset Purchase Agreement between Assignor and Assignee effective November 1, 2001 (the "Purchase Agreement"), pursuant to which Assignee agreed to purchase from Assignor certain assets related to Assignor's Business (defined in the Purchase Agreement);

Assignor is the owner of the patents and patent applications set forth on Schedule "A" hereto, including all continuances, reissues, reexaminations, registrations, renewals, and extension thereof, the HAPSITE trademark related to the Business, and the goodwill of the business symbolized thereby, including, but not limited to, the trademark registrations and applications set forth on Schedule "A" hereto, and know how, trade secrets and other technology, intellectual and industrial property related to the Business, all rights in the foregoing provided by international conventions and treaties, and all rights to sue for past, present, and future infringement thereof (collectively the "Intellectual Property").

In consideration of One Dollar and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Intellectual Property.
2. Assignor hereby covenants that Assignor shall, at the cost and expense of Assignee, take all actions and execute all documents necessary or desirable to perfect the interest of Assignee in and to the Intellectual Property and shall not enter into any agreements in conflict with this Agreement.
3. This Assignment is made subject to and with the benefit of the respective representations and warranties, agreements, covenants, terms, conditions, limitations and other provisions of the Purchase Agreement (including without limitation the Schedules attached thereto), which are incorporated herein by reference. In the event of a conflict between this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall take precedence and control.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the date first written above by its duly authorized officer.

LEYBOLD INFICON INC.


By: *Merle J. Orzoff*
Name: *Merle J. Orzoff*
Title: *Secretary*

CERTIFICATE OF ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On the 4th day of October, 2001, before me, the undersigned authority, a Notary Public in and for the said Commonwealth and County aforesaid, personally appeared Merrill J. Druggs, who acknowledged himself to be the Secretary of Leybold Inficon Inc. and that he, as such, being authorized to do so, executed the foregoing Intellectual Property Assignment for the purposes stated therein on behalf of Leybold Inficon Inc.

IN WITNESS WHEREOF, I have set my hand and official seal.


Notary Public

My Commission Expires: May 20, 2003

Notarial Seal
Theresa M. Druggs, Notary Public
O'Hara Twp., Allegheny County
My Commission Expires May 20, 2003
Member, Pennsylvania Association of Notaries

Exhibit A

Patents

ITEM	NUMBER	APPLICATION NUMBER	DESCRIPTION	COUNTRY	STATUS	FILING DATE
PATENT	5,426,300	123,755	PORTABLE GCMS SYSTEM USING GETTER PUMP	USA	GRANTED	09/17/1993
	0 644 576	94113912.3	PORTABLE GCMS SYSTEM USING GETTER PUMP	EP	PUBLISHED	09/06/1994
		94113912.3	PORTABLE GCMS SYSTEM USING GETTER PUMP	DE	PUBLISHED	09/06/1994
		94113912.3	PORTABLE GCMS SYSTEM USING GETTER PUMP	FR	PUBLISHED	09/06/1994
		94113912.3	PORTABLE GCMS SYSTEM USING GETTER PUMP	GB	PUBLISHED	09/06/1994
		6-221612	PORTABLE GCMS SYSTEM USING GETTER PUMP	JP	PUBLISHED	09/16/1994
		94115363	PORTABLE GCMS SYSTEM USING GETTER PUMP	CN	PUBLISHED	09/16/1994
		94-22616	PORTABLE GCMS SYSTEM USING GETTER PUMP	KR	PENDING	09/08/1994
		94113912.3	PORTABLE GCMS SYSTEM USING GETTER PUMP	IT	PUBLISHED	09/06/1994

PI-777481 v1

Trademarks

Trademark	Registration No.	Registration Date	Status	Country	Record Owner
HAPSITE	2088214	06/26/1997	Active	USA	Leybold Inficon Inc.