

04-18-2002



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

RE 102059516 TRADEMARKS ONLY

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

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

1. Name of conveying party(ies): 4-2-02 New Vision Microelectronic Manufacturing Systems, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State Delaware [] Other Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies) Name: INFICON, Inc. Internal Address: Street Address: Two Technology Place City: E. Syracuse State: NY Zip: 13057 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [x] Corporation-State Delaware [] 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 [x] Security Agreement [] Change of Name [] Other Execution Date: April 1, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 78/118115 B. Trademark Registration No.(s) 2053444 Additional number(s) attached [] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Thomas S. Squire, Esq. Internal Address: Hiscock & Barclay, LLP Street Address: 221 South Warren Street City: Syracuse State: NY Zip: 13202

6. Total number of applications and registrations involved: 2 7. Total fee (37 CFR 3.41) \$ 80.00 [x] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number:

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04/17/2002 DBYRNE 00000035 78118115 01 FC:481 40.00 DP 02 FC:482 25.00 DP Thomas S. Squire Name of Person Signing

Signature Date April 2, 2002

Refund Ref: 04/17/2002 DBYRNE 0000116199

Total number of pages including cover sheet, attachments, and document: 6

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

CHECK Refund Total: \$15.00

TRADEMARK REEL: 002486 FRAME: 0238

SECURITY AGREEMENT

In consideration for a loan being granted to New Vision Microelectronic Manufacturing Systems, Inc., a Delaware corporation having its principal offices at One Cambridge Center, Cambridge, Massachusetts 02142 ("Borrower"), by INFICON, Inc., a Delaware corporation having its principal offices at Two Technology Place, East Syracuse, New York 13057 ("Lender"), Borrower hereby agrees as follows:

1. Loan Agreement. This Security Agreement is issued pursuant to, and entitled to the benefits of, that certain Loan Agreement dated as of the date hereof between Borrower and Lender (the "Loan Agreement"). Capitalized terms used, but not defined, herein shall have the meanings ascribed to them in the Loan Agreement.
2. Security Interest. Borrower hereby pledges to and grants Lender a security interest in the property described in Schedule "A" hereto (as the same may be supplemented or amended hereafter), together with all attachments, parts, accessions and repairs now or hereafter affixed thereto, any substitutes and replacements for any thereof, any additions thereto, any dividends and distributions and all other rights in connection therewith, and all products and proceeds in whatever form of any such property, wherever located (hereafter collectively referred to as the "Collateral").
3. Indebtedness. This security interest secures all indebtedness, obligation and liability of Borrower to Lender of any kind, direct or contingent, now existing or hereafter arising, including in connection therewith principal, interest, late charges, costs and expenses of every kind, including without limitation, costs of collection and reasonable attorneys fees (the "Indebtedness").
4. Borrower's Representations and Warranties. The Borrower hereby represents that the representations and warranties of the Borrower that are set forth in the Loan Agreement are true and correct in all material respects as of the date hereof.
5. Covenants of Borrower. In addition to the covenants of Borrower set forth in the Loan Agreement: (a) Borrower will keep the Collateral fully insured for all losses (with any loss payable to Lender) and will furnish Lender evidence of such insurance. Borrower directs any insurance company to make payment directly to Lender for any return of unearned premiums and appoints Lender as attorney-in-fact to endorse any check, draft or order, sign any proof of loss, and compromise any claim with respect to such insurance. All money received from such source will be applied to the Indebtedness in such manner as Lender, in its discretion, chooses; (b) If Borrower fails to obtain insurance coverage or pay taxes, assessments and other charges or protect the Collateral as provided in the Loan Agreement, Lender may, but is not obligated to do so at Borrower's expense. Borrower shall repay such advances, with interest at the highest rate in effect on any of the Indebtedness, and such obligation shall be secured hereby; (c) Borrower authorizes Lender to file a financing statement covering the Collateral without Borrower's signature

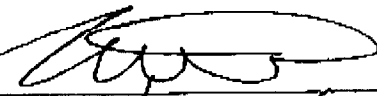
pursuant to New York Uniform Commercial Code Section 9-402(2)(e) and to take any other action, in its own name or in the name of Borrower, as Borrower's attorney-in-fact, which Lender deems necessary or appropriate to perfect the security interest granted hereby. Borrower agrees to take any action reasonably requested by Lender to perfect and enforce the rights of Lender granted by this Agreement; (d) If Lender reasonably determines that the liquidation value of the Collateral relative to the Indebtedness is inadequate, Borrower will immediately on demand either (x) give Lender additional collateral of a kind and value reasonably satisfactory to Lender or (y) make or arrange for such payments upon the Indebtedness as shall be reasonably satisfactory to Lender; (e) Borrower on demand shall pay Lender all its expenses ("Collateral Expenses") related to the perfecting, taking, holding, preparing for disposition, and disposing of the Collateral, including reasonable attorneys' fees and legal expenses incurred in protecting and enforcing Lender's rights with respect to the Collateral; (f) Borrower shall promptly notify Lender before making any change in Borrower's name including any change to any assumed business names of Borrower.

6. Lender's Rights Following Default. Upon the occurrence of any Event of Default, Lender shall have all the rights and remedies available to a secured party under the Massachusetts Uniform Commercial Code and otherwise available to it by agreement with Borrower or under the law of New York, including: (a) those rights and remedies available under any written instrument or agreement relating to any Indebtedness; (b) without notice, to setoff and apply toward the payment of the Indebtedness, and in such order as Lender may elect, any balances, credits, deposits, accounts or monies of the Borrower, whether or not Lender's obligation to pay has matured; (c) to enter upon the premises of the Borrower or any other place where the Collateral may be and take possession of it; (d) to require Borrower to assemble the Collateral and make it available at a place designated by Lender that is reasonably convenient; (e) to sell, lease, or otherwise dispose of, all or any part of the Collateral at public or private sale; (f) to apply the proceeds from the sale, lease, or other disposition of the Collateral to the payment of all Collateral Expenses, and any balance to the payment of the Indebtedness in such order as Lender may elect. Borrower shall pay any deficiency remaining after such application. If a notice of intended disposition of any of the Collateral is required by law, notice shall be deemed reasonably given if received by the Borrower at least five days prior to such disposition or if mailed to the Borrower at Borrower's last known address at least eight days prior to such disposition.

7. Miscellaneous Provisions. (a) In addition to all other rights Lender may have, Lender may, upon the occurrence of an Event of Default, but subject to the terms of the Software Escrow Agreement: (i) transfer all or any part of the Collateral into the name of Lender or its nominee, with or without disclosing that such Collateral is subject to the security interest hereunder; (ii) notify the parties obligated on any of the Collateral to make payment directly to Lender on any amounts due or to become due thereunder; (iii) enforce collection of any of the Collateral by suit or otherwise; (iv) surrender, release or exchange all or any part of the Collateral; (v) compromise or extend or renew for any period (whether or not longer than the original period) any Indebtedness; (vi) take control of any

proceeds of the Collateral; and (vii) separately or concurrently with an exercise of rights hereunder, exercise such additional rights and powers, if any, with respect to any other security for or guaranty of any of the Indebtedness, as may be provided in any written instrument. (b) Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if it takes such action as Borrower shall request in writing, but failure of Lender to comply with any such request shall not of itself be deemed a failure to exercise reasonable care. A failure of Lender to preserve or protect any rights with respect to the Collateral against prior parties, or to do any act with respect to preservation of the Collateral not so requested by the Borrower, shall not be deemed a failure to exercise reasonable care in the custody of the Collateral. (c) No course of dealing between Lender and the Borrower, nor any delay or omission on the part of Lender in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Agreement. (d) No waiver, release, modification or rescission pertaining to this Agreement shall be effective unless in writing and signed by Lender nor shall a waiver on one occasion be construed as a waiver on any future occasion. (e) Borrower authorizes Lender and hereby constitutes and appoints Lender as Borrower's true and lawful attorney-in-fact, irrevocably to verify the existence and scope of, protect, preserve and, effective upon the occurrence of an Event of Default, to realize upon the Collateral, and to endorse checks, drafts and order received from the sale, lease or other disposition of the Collateral and apply the proceeds of any such checks, drafts or orders upon the Indebtedness in such order as the Lender in its discretion chooses. (f) The security interest granted by this Agreement is a continuing security interest applicable to all present and future Indebtedness. It shall continue in effect and all terms of this Agreement related to it shall continue in effect until all of the Indebtedness is paid in full. (h) This Agreement shall be binding upon the successors and assigns of the Borrower and Lender. It shall be interpreted and construed in accordance with the laws of New York State. (i) Borrower agrees to pay upon demand all of Lender's costs and expenses, including reasonable attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may pay someone else to help enforce this Agreement, and Borrower shall pay the costs and expenses of such enforcement. Borrower also shall pay all court costs and such additional fees as may be directed by the court.

**NEW VISION MICROELECTRONIC
MANUFACTURING SYSTEMS, INC.**

By: 
Name: Walter C. Hales
Title: CFO

SCHEDULE "A" - PROPERTY

The property to which this Agreement applies is the Borrower's property and rights described as follows:

- (1) All Borrower's now owned and hereafter acquired machinery, equipment, furniture, fixtures, vehicles (whether or not titled), parts, tools and supplies, of every kind and character.
- (2) All Borrower's now owned and hereafter acquired accounts (including but not limited to accounts receivable and contract rights), deposit accounts, chattel paper, documents and instruments, including the right to receive payment under any of the foregoing.
- (3) Borrower's rights under contracts and agreements, including but not limited to the right to receive monies thereunder.
- (4) All Borrower's now owned and hereafter acquired inventory, whether held for sale or lease, and including raw materials, work in process, materials used or consumed in Borrower's business and finished goods.
- (5) All Borrower's now owned and hereafter acquired general intangibles and other rights used or arising in the operation of Borrower's business as previously, now or hereafter constituted, including but not limited to United States Patent No. 5,444,538 "System and method for optimizing the grid and intrafield registration of wafer patterns", issued August 22, 1995, Borrower's United States trademark "Argus", Registration No. 2053444, registered April 15, 1997, and Borrower's United States trademark application for the trademark "Mono-Lith", Serial No. 78/118115, filed March 28, 2002, any other patents, any other trademarks, copyrights, copyrighted material, licenses, franchises, rights under licensing and franchising agreements, computer software programs, including the computer software programs "Argus" and "Mono-Lith", all source code, including all source code necessary to create all of the executables to have functional "Argus" and "Mono-Lith" software, all plans and specifications, patterns, molds, manuals and technical material and know-how of every kind and character.
- (6) All Borrower's now owned or hereafter acquired investment property.

- (7) All Borrower's now owned and hereafter acquired personal property and rights, as more particularly described in paragraphs (1), (3), (5) and (6) above, which are hereby incorporated by reference.