

09-12-2002



RI

102219199
COVER SHEET
TRADEMARKS ONLY

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

Submission Type

New 8.19.02

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

Merger

Change of Name

Other

Effective Date
Month Day Year
07/01/93

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

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/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership 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)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

Repln. Ref: 09/11/2002 6TOW11 0011005800
DAN:020398 Name/Number:1277946
FC: 704 \$5.00 CR

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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

09/11/2002 6TOW11 00000091 1277946
01 FC:481 40.00 OP

TRADEMARK
REEL: 002579 FRAME: 0874

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

(407)-649-4000

Name

Jill Sarnoff Riola, Esq.

Address (line 1)

BAKER & HOSTETLER LLP

Address (line 2)

200 S. Orange Avenue

Address (line 3)

Suite 2300

Address (line 4)

Orlando, FL 32801

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

5

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

1277946	<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.

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 45.00

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:

02-0398

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 true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Jill Sarnoff Riola, Esq.

Name of Person Signing

Signature

August 15 2002

Date Signed

BUSINESS SALE AGREEMENT

This BUSINESS SALE AGREEMENT (hereinafter this "Agreement") is made as of the 21st day of June, 1993, by and among Lam Research Corporation, a corporation formed under the laws of the State of Delaware, USA ("LAM"); and Drytek Incorporated, a corporation under the laws of the State of Massachusetts, USA ("Drytek"); and General Signal Corporation, a corporation formed under the laws of the State of New York ("GSC").

WITNESSETH:

WHEREAS, Drytek is one of several wholly-owned subsidiaries or units of GSC that manufactures equipment for the semiconductor industry; and

WHEREAS, GSC desires to sell the business conducted by Drytek; and

WHEREAS, LAM desires to purchase the business of Drytek.

NOW, THEREFORE, in consideration of the mutual promises made herein, the parties hereto agree as follows:

ARTICLE 1

DEFINITIONS

JR

2.1 Business. On the Closing Date, LAM shall purchase from Drytek, and Drytek shall sell, transfer, assign and convey to LAM, all of the assets of the type and character listed on the April 3, 1993 balance sheet, including without limitation the following assets pertaining to the Business, such purchase and sale to include the transfer to LAM of the Purchased Assets (as such term is defined in Section 2.2 hereof) and the assumption by LAM of the Assumed Obligations (as such term is defined in Section 2.4 hereof).

2.2 Purchased Assets. The purchase of the Business shall include the transfer to LAM of the following assets:

2.2.1 Inventory: The Inventory as defined in 1.1.3.

2.2.2 Equipment: The Equipment used in the Business which is owned or leased by Drytek as of the Closing Date. All of such equipment which has an original purchase price of \$1,000 or more is listed on Exhibit 2.2.2. The equipment which is leased is so identified on Exhibit 4.1.7.

2.2.3 Receivables. The Receivables as defined in 1.1.4.

2.2.4 Books and Records: Except as provided in Section 2.3.7 hereto, all books, records, files and papers, whether in hard copy or computer format, solely used in the Business

including, without limitation, engineering information, manuals and data, credit files, sales and advertising materials, market information, marketing information, information systems, computer programs and software (to the extent of Drytek's right to transfer), sales and purchase correspondence, list of present suppliers, and personnel and employment records for the employees used in or relating to the Purchased Assets or the Business (collectively the "Files and Records") provided that, following the Closing, LAM shall preserve such Files and Records in accordance with Section 7.3 hereof and shall grant GSC access to the Files and Records during business hours on reasonable notice.

2.2.5 Drytek Name: All of Drytek's right to use the trade name "Drytek."

2.2.6 Claims. Any and all claims against third parties arising out of the conduct of the Business, other than any claims pertaining to or arising from (i) infringement of the Quad Patents and (ii) the Excluded Assets or the Excluded Obligations.

2.2.7 Intellectual Property. GSC's and/or Drytek's right, title and interest in the (i) patents, exclusive of the Quad Patents, that are specific to the Business ("Non-


Quad Patents") and identified on Exhibit 2.2.7, (ii) the registration for Drytek trademarks that are specific to the Business and identified on Exhibit 2.2.7 and (iii) the Drytek Copyrights/Trade Secrets.

JW

IN WITNESS WHEREOF, the parties hereto have caused their respective names to be hereunto subscribed as of the date and year first above written.

Buyer:

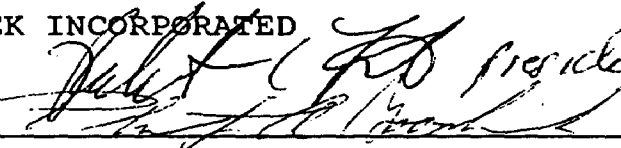
LAM RESEARCH CORPORATION

By: 

Title: CFO

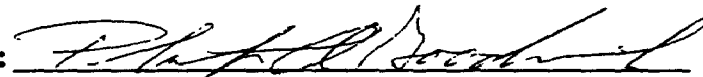
Seller:

DRYTEK INCORPORATED

By:  (FO president)

Title: Vice President

GENERAL SIGNAL CORPORATION

By: 

Title: VICE PRESIDENT

J/R