

02-20-2003

FORM PTO-1594

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(Rev. 6-93)

RECOI

Patent and Trademark Office

2-14-03



102367972

OMB No. 0651-0011 (exp.4/94)

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

1. Name of party:
Primaxx, Inc.

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

Additional name(s) of party(ies) attached? YES NO

3. Nature of Conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other: Nullification of attached Assignment
 (attached assignment was recorded in error and predates most recent assignment recorded.
 Registrations need to be assigned back to Primaxx, Inc.)
 Execution Date: January 19, 1999

2. Name and address of receiving party(ies):
 Name:
 Internal Address:
 Street Address:
 City: State:
 Country: ZIP:
 Individual(s) citizenship:
 Association:
 General Partnership:
 Limited Partnership:
 Corporation-Country:
 Other:
 If assignee is not domiciled in the United States, a domestic representative designation is attached: YES NO
 (Designation must be a separate document from Assignment)
 Additional name(s) & address attached? YES NO

FINANCIAL SECTION
SEP 14 11 09 AM '03

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)

B. Trademark registration No.(s)
 2,072,092; 2,293,875

Additional numbers attached? YES NO

5. Name and address of party to whom correspondence concerning documents should be mailed:
 Name: Camille M. Miller
 Internal Address:
 COZEN O'CONNOR, P.C.
 Street Address: 1900 Market Street
 City: Philadelphia State: Pennsylvania
 ZIP: 19103

6. Total number of applications and registrations involved:
2

7. Total fee (37 CFR 3.41):.....\$65.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 50-1275
 (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.

Camille M. Miller
 Name of Person Signing

Camille M. Miller 2/10/03
 Signature Date

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

Do not detach this portion
 Mail documents to be recorded with required cover sheet information to:
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Box Assignments
Washington, D.C. 20231

02/19/2003 00000048 2072092
 01 FC-A521 40.00 DP
 02 FC-A522 25.00 DP

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10-11-2002



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

1. Name of conveying party(ies):
Submicron Systems, Inc. *10-8-02*

() Individual(s) () Association
() General Partnership () Limited Partnership
(X) Corporation-State: Pennsylvania
() Other:

Additional name(s) of conveying party(ies) attached? () YES (X) NO

3. Nature of Conveyance:
(X) Assignment () Merger
() Security Agreement () Change of Name
() Other:
Execution Date: October 15, 1999

2. Name and address of receiving party(ies):
Name: Akrion, LLC **FINANCE SECTION**
Internal Address:

Street Address: 6330 Hedgewood Drive, #150
City: Allentown
State: Pennsylvania ZIP: 18106

() 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
(Designation must be a separate document from Assignment)
Additional name(s) & address attached? () YES (X) NO

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark registration No.(s)
2,072,092; 2,293,875

Additional numbers attached? () YES (X) NO

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

Name: Camille M. Miller
Cozen O'Connor, P.C.
1900 Market Street
Philadelphia, Pennsylvania 19103

6. Total number of applications and registrations involved:
2

7. Total fee (37 CFR 3.41):.....\$65.00
(X) Enclosed
(X) Authorized to be charged to deposit account

8. Deposit account number: 50-1275
(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.

Camille M. Miller *Camille M. Miller* October 3, 2002
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 8

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10/10/2002 LMUELLER 00000108 2072092
01 FC:481 40.00/DP
02 FC:482 25.00/DP

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GENERAL ASSIGNMENT AND BILL OF SALE

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THIS GENERAL ASSIGNMENT AND BILL OF SALE (this "Agreement") is executed and delivered as of this 15th day of October, 1999, by and among SubMicron Systems Corporation, on behalf of itself and the Akrion Entities (as defined below) and its subsidiaries, SubMicron Systems, Inc., SubMicron Wet Process Stations, Inc., and SubMicron Systems Holdings I, Inc., on the one hand ("Sellers"), and Akrion LLC, a limited liability company organized under the laws of the State of Delaware, on the other hand ("Purchaser").

WITNESSETH:

WHEREAS, pursuant to that certain Asset Purchase Agreement, by and among Sellers and Purchaser, dated as of August 31, 1999 (the "Purchase Agreement"), Sellers, other than the Akrion Entities, have agreed to sell, transfer, and assign substantially all of the assets, property and rights of Sellers which are used in connection with, or related to, the conduct of the Manufacturing Business; and

WHEREAS, the parties now desire to carry out the intent and purpose of the Purchase Agreement by Sellers' execution and delivery to Purchaser of this Agreement in addition to such other instruments as Purchaser shall have otherwise received in accordance with the terms hereof and the Purchase Agreement, evidencing the vesting in Purchaser of all of the assets and properties of Sellers hereafter described.

NOW, THEREFORE, for and in consideration of the premises and the considerations provided in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers hereby convey, grant, bargain, sell, transfer, set over, deliver, and assign unto Purchaser, its successors, and assigns forever, good and marketable title in and to substantially all of the assets, properties and rights of Sellers of every kind and description relating to the Manufacturing Business (the "Transferred Assets"), other than the Excluded Assets (as defined in Section 1.2, and identified in Appendix 1.2, of the Purchase Agreement). The Transferred Assets shall include, without limitation:

- a. the Real Property;
- b. the Personal Property;
- c. the Inventories;

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d. the Receivables;

e. all of Sellers' information of any nature (whether confidential, proprietary or otherwise), including information relating to the Manufacturing Business, including, without limitation: (i) trade secrets, technical information, inventions, formulae, show-how, know-how, designs, processes, patents, confidential or proprietary business information, industrial designs (including design patents), patent applications, patent disclosures, and copyrights, and all improvements thereof and all registrations and pending applications thereof (as applicable), (ii) all data, files, books, records, data processing records, employment and personnel records (or copies thereof), credit records, financial records, accounting records, litigation records, tax returns (or copies thereof), advertising and marketing data, brochures, materials and records, customer lists, order information, computer software, technical manuals and documentation made or used in connection with any of the foregoing, and licenses or rights with respect to the foregoing, and (iii) all of Sellers' other information and intangible property rights relating to the Manufacturing Business and the Transferred Assets;

f. all of Sellers' trademarks, service marks, logos, designs, and trade names of any nature, including those used or useable in the Manufacturing Business (including, without limitation, Sellers' corporate name), all registrations and pending applications therefor in the United States Patent and Trademark Office, any state of the United States, or any other governmental entity, and all goodwill symbolized thereby and associated therewith;

g. the Assigned Contracts;

h. all of Sellers' right, title, and interest under any Open Purchase Orders, contracts, arrangements, leases, licenses, and agreements relating to, or used in, the Manufacturing Business which are entered into after the date of the Purchase Agreement up to the date hereof in the ordinary course of the Manufacturing Business at prices and on terms consistent with the prior operating practices of Sellers (which will be assumed by Sellers and assigned to Purchaser pursuant to the Sale Order); provided, however, that Sellers must promptly disclose to Purchaser any such Open Purchase Order, contract, arrangement, lease, license, or agreement which is described in Sections 3.12(i)-(x) of the Purchase Agreement;

i. all rights, choses in action, and claims against third parties, whether known or unknown, matured or unmatured, accrued or contingent, which relate to, or arise from the conduct of the Manufacturing Business;

j. the Prepaids;

k. all of Sellers' right, title, and interest in and to all Permits (as defined in Section 3.6 of the Purchase Agreement), including, without limitation, certificates of occupancy necessary for or related to the Manufacturing Business; and

l. all of Sellers' right, title, and interest in the capital stock of Akrion (S) Pte Ltd., Akrion Korea Ltd., and Taiwan Akrion Co., Ltd. (the "Akrion Entities") and any of the items listed in Section 1.1 of the Purchase Agreement with respect to the Akrion Entities.

TO HAVE AND TO HOLD all the Transferred Assets unto Purchaser for their own use and behalf forever, free and clear of all claims, liens, charges, and encumbrances whatsoever, except for Permitted Encumbrances.

1. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

2. Notwithstanding anything herein to the contrary, Sellers are not selling to Purchaser, and the Transferred Assets shall not include, any of the Excluded Assets as provided in Section 1.2, and further specified in Appendix 1.2, of the Purchase Agreement.

3. OTHER THAN THE REPRESENTATIONS AND WARRANTIES EXPRESSLY MADE BY SELLERS IN THE PURCHASE AGREEMENT, SELLERS MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER TO PURCHASER, AND SELLERS EXPRESSLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES AS TO THE MERCHANTABILITY OR FITNESS OF THE TRANSFERRED ASSETS FOR ANY PARTICULAR PURPOSE. Notwithstanding the foregoing, nothing in this Paragraph 3 shall be deemed to supersede, amend, or modify any representation or warranty made in the Purchase Agreement by any of the parties hereto or thereto.

4. This Agreement shall be binding upon Sellers and Purchasers and their respective successors and assigns.

5. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware.

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6. Sellers hereby constitute and appoint Purchaser, and its successors and assigns, as Sellers' true and lawful attorney or attorneys, with full power of substitution in Sellers' names and stead by, on behalf of, and for the benefit of Purchaser and their successors and assigns, to demand and receive any and all of the Transferred Assets transferred hereunder and to give receipts and releases for and in respect of the same, and any part thereof, and from time to time to institute and prosecute, at the expense and for the benefit of Purchaser and its successors and assigns, any and all proceedings at law, in equity or otherwise, which Purchaser, and its successors and assigns, may deem proper for the collection or reduction to possession of any of the Transferred Assets transferred hereunder or for the collection and enforcement of any claim or right of any kind hereby sold, conveyed, assigned, transferred, and delivered, and to do all acts and things in relation to the Transferred Assets transferred hereunder which Purchaser, and its successors and assigns, shall deem desirable, subject to the terms and provisions of the Purchase Agreement, Sellers hereby declaring that the foregoing powers are coupled with an interest and are and shall be irrevocable by Sellers in any manner or for any reason whatsoever.

7. Nothing in this instrument, express or implied, is intended or shall be construed to confer upon, or give to, any persons other than Purchaser, any remedy or claim under or by reason of this instrument or any agreements, terms, covenants, or conditions hereof, and all the agreements, terms, covenants, and conditions contained in this instrument shall be for the sole and exclusive benefit of Purchaser and its permitted assigns.

8. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

9. Purchaser and Sellers shall from time to time after the date hereof, upon the request of any of the other parties and without further consideration, execute, acknowledge, and deliver in proper form any further instruments, and take such further actions as such other party may reasonably require, to carry out effectively the intent of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date and year first above written.

PURCHASER:

AKRION LLC

By: [Signature]
Name: Joseph A. Sullivan
Title: Vice President

SELLERS:

SUBMICRON SYSTEMS CORPORATION,
on behalf of itself and the Akrion Entities

By: [Signature]
Name: DAVID J. FERRAN
Title: PRESIDENT

SUBMICRON SYSTEMS, INC.

By: [Signature]
Name: DAVID J. FERRAN
Title: PRESIDENT

SUBMICRON WET PROCESS
STATIONS, INC.

By: [Signature]
Name: DAVID J. FERRAN
Title: PRESIDENT

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SUBMICRON SYSTEMS HOLDINGS I
INC.

By: *David J. Ferraro*
Name: DAVID J FERRARO
Title: PRESIDENT

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