

12-18-2003

FORM PTO-1595  
1-31-92

RE



ET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

102628559

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

1. Name of conveying parties:  
ASML US, Inc. 12.1-03

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

3. Nature of Conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Execution Date: October 10, 2003

2. Name and address of receiving party:  
 Name: Thermal Acquisition Corporation  
 Internal Address: \_\_\_\_\_  
 Street Address: 440 Kings Village Road  
 City: Scotts Valley  
 State: CA Zip: 95066-4081

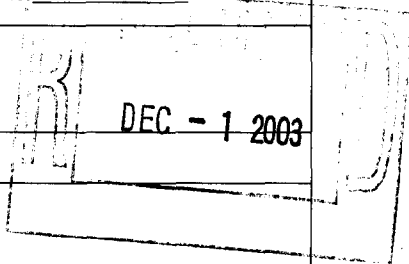
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s): 2,065,449  
 If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Trademark Application No.(s)

B. Registration No.(s)  
2,065,449 issued May 27, 1997

Additional numbers attached?  Yes  No



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

Name: Maria S. Swiatek  
 Internal Address: DORSEY & WHITNEY LLP

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41):.....\$ 40.00

Enclosed  
 Authorized to be charged to deposit account

Street Address: SUITE 3400  
FOUR EMBARCADERO CENTER  
 City: SAN FRANCISCO  
 State: CA Zip: 94111-4187

8. Deposit account number: 50-2319  
**Please debit any underpayment or credit any overpayment to the above deposit account.**

Our Order No. TA-21828-21/MSS (463035-7)  
 (Attach duplicate 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.*

Maria S. Swiatek, Reg. No. 37,244

*Maria Swiatek*  
 Signature

November 26, 2003

Name of Person Signing

Date

Total number of pages including cover sheet, attachments and document: [ 9 ]

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

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

12/18/2003 JJALLAN2 00000003 2065449

01 FC:8521

40.00 OP

Mail Stop Assignments  
 Commissioner for Patents and Trademarks  
 P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
 REEL: 002883 FRAME: 0694

EXHIBIT F

ASSIGNMENT OF TRADEMARKS

## ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "Assignment") is effective as of the Closing Date (as defined in the Asset Purchase Agreement (the "Asset Purchase Agreement"), dated as of October 10, 2003, by and among ASML Holding N.V., a Dutch company ("Parent"), ASML U.S., Inc., a Delaware corporation and a wholly-owned subsidiary of Parent ("Seller U.S."), and the other affiliates of Seller U.S. party thereto (together with all of the foregoing parties, each a "Seller" and collectively the "Sellers"), on the one hand, and Thermal Acquisition Corp., a Delaware corporation ("Buyer"). Capitalized terms used herein but not defined shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, upon the terms and subject to the conditions in the Asset Purchase Agreement, Sellers have agreed to assign and transfer to Buyer, among other things, certain Trademarks (as defined below);

WHEREAS, in order to further effect the assignment and transfer of such Trademarks, Buyer has requested that Sellers execute and deliver to Buyer this Assignment;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Sellers agree to and hereby do assign, sell, transfer, grant and convey to Buyer, its successors and assigns, all of Sellers' worldwide right, title and interest in and to all Trademarks listed on Schedule 3.18(a)(ii) of the Disclosure Schedule and all causes of action, demands, judgments, claims, and other similar rights of Sellers relating to such Trademarks.

"Trademarks" shall mean all U.S. and foreign registered trademarks, common law trademark rights, service marks, trade dress, logos, trade names, corporate names, all rights arising from the use of or existing in connection with domain names, and all goodwill associated with the foregoing, and all registrations and applications for registration of any of the foregoing.

2. Sellers authorize and requests the United States Patent and Trademark Office and head of any foreign Trademark Office to issue all trademark/service mark registrations which may issue on any applications for any trademark/service marks or any portion thereof to Buyer, its successors and assigns, in accordance with this Assignment.

3. Promptly upon the request of Buyer, Sellers shall execute such documents and perform such actions as may be necessary to perfect the assignment of rights contained in this Assignment.

4. Nothing herein shall affect, or be deemed to affect, the representations, warranties, covenants, and indemnities contained in the Asset Purchase Agreement.

5. This Assignment may be executed in one or more counterparts and signature may be delivered by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Seller U.S. has caused this instrument to be executed by its duly authorized corporate officer as of the Closing Date.

**ASML U.S., Inc.**

By: C. Douglas Marsh  
Name: C. Douglas Marsh  
Title: Vice President Business Integration  
& U.S. Institutional Relations

**ACKNOWLEDGED AND AGREED:**

**Thermal Acquisition Corp., a Delaware Corporation**

By: \_\_\_\_\_  
Name: Jerauld Cutini  
Title: President and Chief Executive Officer

**SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS**

**TRADEMARK  
REEL: 002883 FRAME: 0697**

IN WITNESS WHEREOF, Seller U.S. has caused this instrument to be executed by its duly authorized corporate officer as of the Closing Date.

**ASML U.S., Inc.**

By: \_\_\_\_\_

Name: C. Douglas Marsh

Title: Vice President Business Integration  
& U.S. Institutional Relations

ACKNOWLEDGED AND AGREED:

**Thermal Acquisition Corp., a Delaware Corporation**

By: \_\_\_\_\_

Name: Jerauld Cutini

Title: President and Chief Executive Officer

**SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS**

**TRADEMARK  
REEL: 002883 FRAME: 0698**

**DISCLOSURE SCHEDULES**

**SCHEDULE 3.18(b)**

The following Trademarks:

Attachment I to  
Disclosure Schedule 3.18(a)(ii)

Reference No.		Trademark Registration		Serial No./ Filing Date	Registration No. Issue Date	Foreign Countries	Class
FTA	21828	21-SG	AJT	MONOBLOK (TRADEMARK)	S/7284/95 08/07/95	T95/07284Z 12/22/00	Singapore
FTA	21828	21-TW	AJT	MONOBLOK (TRADEMARK)	84-040393 08/10/95	769831 08/01/97	Taiwan
FTA	21828	21-KR	AJT	MONOBLOK (TRADEMARK)	30599/95 08/08/95	366843 06/27/97	South Korea
FTA	21828	21-JP	AJT MSS	MONOBLOK (TRADEMARK)	7-086581 08/23/95	4430637 11/02/00	Japan
FTA	21828	21-IT	AJT	MONOBLOK (TRADEMARK)	MI95C008369 08/24/95	729915 10/16/97	Italy
FTA	21828	21-GB	AJT	MONOBLOK (TRADEMARK)	2029585 08/07/95	2029585 08/07/95	United Kingdom
FTA	21828	21-FR	AJT	MONOBLOK (TRADEMARK)	95/584386 08/10/95	95/584386 08/10/95	France
FTA	21828	21-DE	AJT	MONOBLOK (TRADEMARK)	39532337.1 08/07/95	39532337 09/24/96	Germany
FTA	21828	21-BX	AJT	MONOBLOK (TRADEMARK)	833357 08/04/95	580709 08/04/95	Benelux
TA	21828	21	AJT MSS	MONOBLOK (TRADEMARK)	74/575,220 09/19/94	2,065,449 05/27/97	Renewal in Process
TA	21828	32	AJT MSS	MULTIBLOK (TRADEMARK)	75/594,517 11/24/98	2,407,062 11/21/00	
TA	21828	33	AJT MSS	APNEXT (TRADEMARK)	75/595,178 11/24/98	2,448,189 01/01/01	

I-71935 /MSS (463035-828)  
1063362

Reference No.	Trademark Registration	Serial No./ Filing Date	Registration No. Issue Date	Foreign Countries	Class
	THERMCO (TRADEMARK)	94400 3/5/70	1,608,080 8/7/90	France	9, 11 Renewed
	THERMCO (TRADEMARK)	S56162/11 3/10/93	2,067,064 8/6/94	Germany	9, 11 Renewed
	THERMCO (TRADEMARK)	T13762/9W 3/5/70	895467 3/5/70	Germany	9, 11 Renewed
	THERMCO (TRADEMARK)	33453C/70 3/26/70	258375 3/21/72	Italy	9, 11 Renewed
	THERMCO (TRADEMARK)	1983-36003 4/21/83	4348733 1/7/00	Japan	11 Registered
	THERMCO IN KATANA (TRADEMARK)	36006/1983 4/21/83	4347216 12/24/99	Japan	11 Registered
	THERMCO (TRADEMARK)	B955,712 2/24/70	B955,712 2/24/70	United Kingdom	11 Renewed
	THERMCO (TRADEMARK)	B956,712 3/13/70	B956,712 3/13/70	United Kingdom	9 Renewed
	THERMCO (TRADEMARK)	74/319,329 10/2/92	1,815,790 1/11/94	United States	11 Cancelled
	THERMCO (TRADEMARK)	347,354 12/29/69	906,728 1/26/71	United States	11 Abandoned
	THERMCO (TRADEMARK)			United States	App Prep
	LION'S HEAD DESIGN		1883181 8/28/86	Japan	9 Registered
	LION'S HEAD DESIGN	36009/1983 4/21/83	1827654 12/25/85	Japan	11 Expired
	LION'S HEAD DESIGN	36008/1993 4/21/93	2008967 12/18/87	Japan	10 Registered

I-71935 /MSS (463035-828)  
1063362



Reference No.	Trademark Registration	Serial No./ Filing Date	Registration No. Issue Date	Foreign Countries	Class
	LION'S HEAD DESIGN	73/013,764 2/19/74	1,004,754 2/18/75	United States	11 Renewed
	XCELERATE	76/052,360 5/18/00	2,557,178 4/2/02	United States	7 Registered

Reference Nos:

"A" denotes US a patent/patent application/invention disclosure  
 "FA" "FP" and "FE" denote a foreign patent/patent application  
 "TA" denotes a US trademark registration/trademark application  
 "FTA" denotes a foreign trademark registration/trademark application  
 "P" denotes a US provisional application.

ASML Thermal Division "Common Law" Trademarks

Trademark	Translation
HTR	Horizontal Thermal Reavtor
VTR-6000	Vertical Thermal Reactor Model 6000
VTR-7000	Vertical Thermal Reactor Model 7000
VTR-7000 Plus	Vertical Thermal Reactor Model 7000 Plus
AVP-8000	Advanced Vertical Processor Model 8000
RVP-9000	Rapid Vertical Processor Model 9000
RVP-300	Rapid Vertical Processor Model 300mm (10 feet tall)
RVP-312	Rapid Vertical Processor Model 300mm (12 feet tall)
RVP-300 Plus	Rapid Vertical Processor Model 300mm Plus
WJ-999	WJ APCVD System Model 999
WJ-1000	WJ APCVD System Model 1000
WJ-1500	WJ APCVD System Model 1500
APNext	APCVD System Model APNext
Xcelerate	Single wafer hot wall furnace product
Evolve	Mini-Batch furnace product name
Pantheon	Single-wafer ALD product name
ATC	Advanced Temperature Control software product name
SMC	Statistical Machine Control software product name