

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ASML U.S., Inc.		10/10/2003	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Thermal Acquisition Corp.		
<b>Street Address:</b>	440 Kings Village Road		
<b>City:</b>	Scotts Valley		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95066		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1004754		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)268-7522		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	415 268 6538		
<b>Email:</b>	rlal@mofo.com		
<b>Correspondent Name:</b>	Jennifer Lee Taylor		
<b>Address Line 1:</b>	Morrison & Foerster LLP, 425 Market St.		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105-2482		
<b>ATTORNEY DOCKET NUMBER:</b>	38809-6002.000		
<b>NAME OF SUBMITTER:</b>	Jennifer Lee Taylor		
<b>Signature:</b>	/Jennifer Lee Taylor/		
<b>Date:</b>	03/16/2006		

CH \$40.00 1004754

**Total Attachments: 5**

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## 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: 003270 FRAME: 0378

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

*Trademark # 123456*

Attachment 1 to  
Disclosure Schedule 3.18(a)(ii)

*Doc # 12345*

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)	M195C008369 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)	853357 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	

F-71935 /MSS (463035-828)  
1063362

10/8/2003

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.

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