

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Assignor name should be changed to Goldfinger Technologies, LLC. It was incorrectly stated at Goldfinger, LLC. previously recorded on Reel 003234 Frame 0468. Assignor(s) hereby confirms the Goldfinger, LLC assigns the entire interest to Akrion Technologies, Inc..

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Goldfinger Technologies, LLC		06/23/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Akrion Technologies, Inc.
Street Address:	1105 N. Market Street
Internal Address:	Suite 1300
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19899
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2655977	V VERTEQ
Registration Number:	2604390	V
Registration Number:	2295797	GOLDFINGER
Registration Number:	2040148	VERTEQ
Registration Number:	1574491	SUNBURST

CORRESPONDENCE DATA

Fax Number: (215)405-2562
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 215-977-2127
 Email: lforrest@wolfblock.com
 Correspondent Name: Brian L. Belles, Esq.

CH \$140.00 2655977

Address Line 1: 1650 Arch Street
Address Line 2: 22nd Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	AKR002-233522
NAME OF SUBMITTER:	Brian L. Belles, Esq.
Signature:	/brianlbelles/
Date:	06/26/2006

Total Attachments: 7
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**FIRST AMENDMENT
TO
ASSIGNMENT AGREEMENTS**

This First Amendment ("Amendment"), effective retroactively to January 25, 2006 ("Effective Date"), is made by and between Goldfinger Technologies, LLC, a Delaware limited liability company ("Goldfinger") and Akrion Technologies, Inc., a Delaware corporation ("Akrion").

RECITALS

A. The parties to this Amendment are parties to the Master Assignment Agreement dated as of January 25, 2006, the Patent Assignment dated as of January 25, 2006, the Trademark Assignment dated as of January 25, 2006, the Copyright Assignment dated as of January 25, 2006 and the Patent License Agreement Assignment dated as of January 25, 2006 (collectively, the "Assignment Agreements").

B. The Assignment Agreements misidentifies Goldfinger as Goldfinger, LLC. Goldfinger's correct name is Goldfinger Technologies, LLC.

C. The intent of the parties is evidenced by the correct references to Goldfinger Technologies, LLC in the Schedules to the Assignment Agreements.

D. The parties desire to enter into this Amendment for the purpose of correcting the identity of the referenced party Goldfinger in the Assignment Agreements to reflect Goldfinger Technologies, LLC as the assignor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. All references to "Goldfinger, LLC" contained in the Assignment Agreements shall be replaced with "Goldfinger Technologies, LLC".

2. Except as amended hereby, the Assignment Agreements are unmodified and shall remain in full force and effect as of January 25, 2006.

IN WITNESS WHEREOF, the parties have executed this instrument as of the Effective Date.

Akrion Technologies, Inc.

Alan Walter
Signature

ALAN WALTER
Printed Name

6/23/06

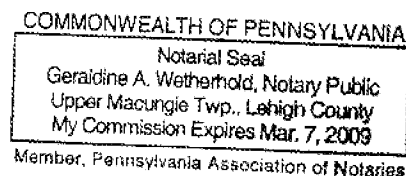
Goldfinger Technologies, LLC

W. J. Whittle
Signature

W. J. WHITTLE
Printed Name

6/23/06

PHL:5401703.3/akr002-231277



Geraldine A. Wetherhold

TRADEMARK

REEL: 003339 FRAME: 0653

ACKNOWLEDGMENT

(Goldfinger Technologies, LLC)

STATE OF PENNSYLVANIA
COUNTY OF Lehigh } SS

On this 23rd day of JUNE, 2006, before me personally came WILLIAM GAMES WHITE to me known, who, being duly sworn, did depose and say that he resides in ALLEN TOWNSHIP, that he is CFO of GOLDFINGER TECHNOLOGIES, LLC, the company described in and that executed the above assignment, and acknowledged that he executed the same.

My Commission Expires: 3-7-09

Geraldine A. Wetherhold
Notary Public

(NOTARY SEAL)

GERALDINE A. WETHERHOLD
Printed Name of Notary

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Geraldine A. Wetherhold, Notary Public
Upper Macungie Twp., Lehigh County
My Commission Expires Mar. 7, 2009
Member, Pennsylvania Association of Notaries

ATTACHMENT B - TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT

WHEREAS, Goldfinger, LLC, a Delaware limited liability company ("**Goldfinger**"), owns, by assignment or otherwise, all right, title, and interest in the trademarks and service marks, including, but not limited to, those specifically set forth in Schedule 1, and all goodwill associated therewith ("**Trademarks**");

WHEREAS, Akrion Technologies, Inc., a Delaware corporation having a registered office at 1105 N. Market Street, Suite 1300, Wilmington, DE 19899 ("**AkrionTech**"), desires to own **Goldfinger's** entire right, title, and interest in and to the Trademarks, in all countries throughout the world, and in and to all goodwill associated therewith; and

WHEREAS, pursuant to the Master Assignment Agreement, dated January 25, 2006, between **Goldfinger** and **AkrionTech**, whereby **Goldfinger** agreed to assign all of its right, title, and interest in any intellectual property it acquires and **AkrionTech** agreed to acquire such intellectual property and the rights therein, the parties wish to further carry out the intent of the Master Assignment Agreement as set forth herein;

NOW THEREFORE, be it known that, in exchange for payment of One Dollar (\$1.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Goldfinger** hereby irrevocably assigns, transfers, conveys, grants and sets over to **AkrionTech**, its lawful successors and assigns, **Goldfinger's** entire right, title, and interest in and to the Trademarks (whether registered or unregistered), as well as all goodwill associated therewith, including, but not limited to, any and all renewals, reversions and extensions thereof and the right to register the Trademarks that may here after be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by **AkrionTech**, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by **Goldfinger** had this Assignment not been made.

AND, **Goldfinger** **HEREBY** authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue, assign, and/or record as assignee for all trademarks to **AkrionTech**, its successors and assigns, in accordance with the terms of this Assignment;

AND, **Goldfinger** **HEREBY** further agrees that, from and after the date of this Assignment, **AkrionTech** has succeeded to all of **Goldfinger's** right, title, interest and standing to receive all rights and benefits pertaining to the Trademarks, institute and prosecute all suits and proceedings, take all actions that **AkrionTech**, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, title or interest of any kind under any and all of the Trademarks, including, without limitation, the right to sue for all past, present and future infringements or other violations of any rights relating thereto, to settle, defend, compromise and retain proceeds from any

actions, suits, or proceedings relating to the transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as **AkrionTech**, in its sole discretion, deems advisable;

AND, Goldfinger HEREBY hereby relinquishes exclusivity to **AkrionTech** all of **Goldfinger's** right, title and interest in and to all accrued and future causes of action for injunctive relief, damages, lost profits and litigation costs (including, without limitation, attorneys' fees) resulting from infringements or alleged infringements of the Trademarks and this Assignment expressly includes the right to sue for pre-assignment infringements and any injunctive relief, damages, lost profits and litigation costs (including, without limitation, attorneys' fees) in connection with the same;

AND, Goldfinger HEREBY further covenants that **Goldfinger** has the full right to convey the interest assigned by this Assignment, **Goldfinger** will take all action and execute all documents necessary to perfect the interest assigned hereby, and **Goldfinger** has not executed and will not execute any agreement in conflict with this Assignment;

AND, Goldfinger HEREBY further covenants and agrees that **Goldfinger**, through its officers and employees, will, without further consideration, communicate with **AkrionTech**, its successors and assigns, any facts known to **Goldfinger** and its officers and employees respecting the Trademarks and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver all papers that may be necessary or desirable to perfect the title to the Trademarks in said **AkrionTech**, its successors and assigns, make all rightful oaths, and generally do everything possible to aid **AkrionTech**, its successors and assigns, to obtain and enforce proper trademark protection for the Trademarks in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by **AkrionTech**, its successors and assigns.

IN TESTIMONY WHEREOF, each party has caused its authorized representative to execute this Assignment.

Goldfinger, LLC

By: [Signature]
Date: 1/25/06

Akrion Technologies, Inc.

By: [Signature]
Date: 1/25/06

[Notary Seal Follows]

ACKNOWLEDGMENT
(Akrion Technologies, Inc.)

STATE OF PENNSYLVANIA
COUNTY OF Lehigh) SS

On this 25 day of January, 2006, before me personally came Alan F. Wacter to me known, who, being duly sworn, did depose and say that he resides in Chester Springs, Pa that he is Officer of Akrion Technologies, Inc., the corporation described in and that executed the above assignment, and acknowledged that he executed the same.

My Commission Expires: 3-7-09 Geraldine A. Wetherhold
Notary Public

(NOTARY SEAL) _____ GERALDINE A. WETHERHOLD
Printed Name of Notary

COMMONWEALTH OF PENNSYLVANIA
Notary Seal
Geraldine A. Wetherhold, Notary Public
Upper Merion Twp., Lehigh County
My Commission Expires Mar. 7, 2009
Member: Pennsylvania Association of Notaries

ACKNOWLEDGMENT

(Goldfinger, LLC)

STATE OF PENNSYLVANIA
COUNTY OF Lehigh) SS

On this 25 day of January, 2006, before me personally came H.J. Middle to me known, who, being duly sworn, did depose and say that he resides in Allentown, Pa. that he is Officer of Goldfinger, LLC, the company described in and that executed the above assignment, and acknowledged that he executed the same.

My Commission Expires: 3-7-09

Geraldine A. Wetherhold
Notary Public

(NOTARY SEAL)

Geraldine A. Wetherhold
Printed Name of Notary

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Geraldine A. Wetherhold, Notary Public
Upper Merion Twp., Lehigh County
My Commission Expires Mar. 7, 2009
Member, Pennsylvania Association of Notaries

SCHEDULE 1
(to Attachment A)
Trademark Assignment

Goldfinger Technologies, LLC Trademarks

US	V VERTEQ (Stylized)	2655977	December 3, 2002	Registered
US	V (Stylized)	2604390	August 6, 2002	Registered
US	GOLDFINGER	2295797	November 30, 1999	Renewed
US	VERTEQ	2040148	February 25, 1997	Registered
US	SUNBURST	1574491	January 2, 1990	Renewed

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