

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Akron Technologies, Inc.		06/15/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	100 West Road
Internal Address:	Suite 327
City:	Towson
State/Country:	MARYLAND
Postal Code:	21204
Entity Type:	National Association:

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2993100	LUCID2
Registration Number:	2655977	V VERTEQ
Registration Number:	2604390	V
Registration Number:	1574491	SUNBURST
Registration Number:	2295797	GOLDFINGER
Registration Number:	2040148	VERTEQ
Registration Number:	2691082	AKRION
Registration Number:	2106537	SUBMICRON
Registration Number:	2057179	SUBMICRON
Registration Number:	1030025	FRANKLIN GOLD

CORRESPONDENCE DATA

Fax Number: (215)832-5767
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

CH \$265.00 2993100

Phone: 215-569-5767
Email: perry@blankrome.com
Correspondent Name: David M. Perry
Address Line 1: One Logan Square
Address Line 2: 9th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER:	074658-01208
NAME OF SUBMITTER:	David M. Perry
Signature:	/David M. Perry/
Date:	07/14/2006

Total Attachments: 17

source=Akrion Technologies Trademark Assignment#page1.tif
source=Akrion Technologies Trademark Assignment#page2.tif
source=Akrion Technologies Trademark Assignment#page3.tif
source=Akrion Technologies Trademark Assignment#page4.tif
source=Akrion Technologies Trademark Assignment#page5.tif
source=Akrion Technologies Trademark Assignment#page6.tif
source=Akrion Technologies Trademark Assignment#page7.tif
source=Akrion Technologies Trademark Assignment#page8.tif
source=Akrion Technologies Trademark Assignment#page9.tif
source=Akrion Technologies Trademark Assignment#page10.tif
source=Akrion Technologies Trademark Assignment#page11.tif
source=Akrion Technologies Trademark Assignment#page12.tif
source=Akrion Technologies Trademark Assignment#page13.tif
source=Akrion Technologies Trademark Assignment#page14.tif
source=Akrion Technologies Trademark Assignment#page15.tif
source=Akrion Technologies Trademark Assignment#page16.tif
source=Akrion Technologies Trademark Assignment#page17.tif

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement ("Agreement") is made this 15th day of June, 2006, by **AKRION TECHNOLOGIES, INC.**, a Delaware corporation having a mailing at 6330 Hedgewood Drive, Suite 150, Allentown, Pennsylvania 18106 (the "Pledgor") and delivered to **PNC BANK, NATIONAL ASSOCIATION**, having a mailing address at 100 West Road, Suite 327, Towson, Maryland 21204, Attn: James P. Sierakowski ("Agent") as agent for the Lenders (as defined below) under the Loan Agreements (as defined below).

BACKGROUND

A. This Agreement is being executed in connection with that certain (i) Revolving Credit and Security Agreement among Agent, the financial institutions which are now or which hereafter become a party thereto as Lenders (collectively, the "Lenders"), the Borrowers and any of the other Borrower(s) named as Borrower therein, dated August 5, 2005 (as amended, modified, restated or replaced from time to time, the "Domestic Loan Agreement") and (ii) Export-Import Revolving Credit and Security Agreement among Agent, Lenders, the Borrowers and any of the other Borrower(s) named as Borrower therein, dated August 5, 2005 (as amended, modified, restated or replaced from time to time, the "Export-Import Loan Agreement" and together with the Domestic Loan Agreement, the "Loan Agreements"), under which, inter alia, Borrowers granted Agent, for the benefit of Lenders, a lien on and security interest in all of Borrowers' assets, including certain assets of Borrowers associated with or relating to services or products sold under each Borrower's trademarks and the goodwill associated therewith, and under which Agent is entitled to foreclose or otherwise deal with such assets under the terms and conditions set forth therein.

B. Pledgor has adopted, used and is using (or has filed applications for the registration of) the trademarks, servicemarks and tradenames listed on Schedule "A" attached hereto and made part hereof (all such marks or names hereinafter referred to as the "Trademarks").

C. Pursuant to the Loan Agreements, Agent acquired a lien on, security interest in and a license to use the Trademarks and the registration thereof, together with all the goodwill of Borrowers associated therewith and represented thereby, as security for all of Borrowers' Obligations (as defined in the Loan Agreements), and Agent confirmed its security interest in such Trademarks by a document identifying same and recorded in the United States Patent and Trademark Office.

D. Borrowers have informed Agent that Borrowers have assigned, transferred, conveyed, granted and set over all of their right, title, and interest in and to their United States and foreign trademarks, service marks, and trade dress, including all goodwill associated therewith to Pledgor pursuant to that certain Master Assignment Agreement by and between Borrowers and Pledgor.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. For good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure Borrowers' Obligations, Pledgor grants to Agent a lien on and security interest in all of Pledgor's present and future right, title and interest in and to the Trademarks, together with all the goodwill of Pledgor associated with and represented by the Trademarks, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Pledgor hereby covenants and agrees to maintain the Trademarks in full force and effect until all of each Borrower's Obligations are indefeasibly paid and satisfied in full.

3. Pledgor represents, warrants and covenants to Agent that:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable;

(b) All of the Trademarks (other than application for the registration thereof which have been filed) are registered, valid and enforceable;

(c) Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of its Trademarks, and each of its Trademarks are free and clear of any liens, charges and encumbrances including, without limitation, pledges, assignments, licenses (other than to Agent hereunder and a license to Borrowers) and covenants by Pledgor not to sue third persons;

(d) Pledgor has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(e) Pledgor has complied with, and will continue for the duration of this Agreement to comply with, the requirements set forth in 15 U.S.C. §1051-1127 and any other applicable statutes, rules and regulations in connection with its use of the Trademarks except where failure to comply would not have a Material Adverse Effect on Pledgor or its Property;

(f) Pledgor has no notice of any suits or actions commenced or threatened against it, or notice of claims asserted or threatened against it, with reference to the Trademarks; and

(g) Pledgor has used and will continue to use for the duration of this Agreement, consistent standards of quality in services or products leased or sold under the Trademarks and hereby grants to Agent and its employees and agents the right (with no obligation of any kind upon Agent to do so) to visit Pledgor's affiliates, franchises or management locations and to inspect the use of the Trademarks and quality control records

relating thereto at reasonable times during regular business hours to ensure Pledgor's compliance with this paragraph 3(g).

4. Pledgor further covenants that:

(a) Until all Borrowers' Obligations are indefeasibly paid and satisfied in full, Pledgor will not enter into any agreement, including, without limitation, license agreements (other than a license to Borrowers) or options, which are inconsistent with Pledgor's obligations under this Agreement, or which restrict or impair Agent's rights hereunder.

(b) If Pledgor acquires rights to any new Trademarks, the provisions of this Agreement shall automatically apply thereto and such trademarks shall be deemed part of the Trademarks. Pledgor shall give Agent prompt written notice thereof along with an amended Schedule "A."

5. So long as this Agreement is in effect and so long as Pledgor has not received notice from Agent that an Event of Default has occurred under the Loan Agreements and that Agent has not elected to exercise its rights hereunder: (i) Pledgor shall continue to have the exclusive right to use the Trademarks; and (ii) Agent shall have no right to use the Trademarks or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Trademarks to anyone else.

6. Pledgor agrees not to sell, grant any option, assign or further encumber its rights and interest in the Trademarks to any entity or person other than Agent without the prior written consent of Agent.

7. Anything herein contained to the contrary notwithstanding, if and while an Event of Default exists under either Loan Agreement, Pledgor hereby covenants and agrees that Agent, as the holder of a security interest under the Uniform Commercial Code (the "UCC"), as now or hereafter in effect from time to time, in the Commonwealth of Pennsylvania, may take such action permitted hereunder, in its exclusive discretion, to foreclose upon the Trademarks covered hereby. For such purposes, while an Event of Default exists, Pledgor hereby authorizes and empowers Agent to make, constitute and appoint any officer or agent of Agent as Agent may select, in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse Pledgor's name on all applications, documents, papers and instruments necessary for Agent to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else including, without limitation, the power to execute a Trademark Assignment in the form attached hereto as Exhibit 1. Pledgor hereby ratifies all that such attorney or agent shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of such attorney or agent. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Documents, and until all Borrowers' Obligations are indefeasibly paid and satisfied in full. Pledgor authorizes Agent to file financing, continuation or amendment statements pursuant to the UCC with respect to all or any part of the Trademarks without Pledgor's signature, where permitted by law.

8. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreements and may not be modified without the written consent of the party against whom enforcement is being sought.

9. All rights and remedies herein granted to Agent shall be in addition to any rights and remedies granted to Agent under the Loan Documents. In the event of an inconsistency between this Agreement and Loan Agreements, the language of this Agreement shall control.

10. Upon Pledgor's performance of all of the obligations hereunder and after all of Borrowers' Obligations are indefeasibly paid and satisfied in full, Agent shall, at Pledgor's expense, execute and deliver to Pledgor all documents reasonably necessary to terminate Agent's security interest in the Trademarks.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, in each case in accordance with the terms of this Agreement, shall be borne and paid by Borrowers' and Pledgor on demand by Agent and until so paid shall be added to the principal amount of the Obligations to Agent and shall bear interest at the otherwise applicable rate prescribed in the Loan Agreements.

12. Subject to the terms of the Loan Agreements, Pledgor shall have the duty to prosecute diligently any application and/or registration with respect to the Trademarks pending as of the date of this Agreement or thereafter, until Borrowers' Obligations are indefeasibly paid and satisfied in full, to preserve and maintain all rights in the Trademarks, and upon reasonable request of Agent, Pledgor shall make federal application on registerable but unregistered Trademarks belonging to Pledgor and licensed to Pledgor. Any reasonable expenses incurred in connection with such applications shall be borne exclusively by Pledgor. Pledgor shall not abandon any Trademarks without the prior written consent of Agent.

13. Pledgor shall have the right to bring suit in its own name to enforce the Trademarks, in which event Agent may, if Pledgor reasonably deems it necessary, be joined as a nominal party to such suit if Agent shall have been satisfied, in its sole discretion, that it is not thereby incurring any risk of liability because of such joinder. Pledgor shall promptly, upon demand, reimburse and indemnify Agent for all damages, costs and expenses, including reasonable attorneys' fees and costs, incurred by Agent in the fulfillment of the provisions of this paragraph.

14. If an Event of Default has occurred and is continuing under either of the Loan Agreements, Agent may, without any obligation to do so, complete any obligation of Pledgor hereunder, in Pledgor's name or in Agent's name, but at the expense of Pledgor.

15. No course of dealing between Pledgor and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Agent's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Documents, or by any other future agreements between Pledgor and Agent or by law, shall be cumulative and may be exercised singularly or concurrently.

16. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

17. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA WITHOUT REFERENCE TO ITS CONFLICTS OF LAWS RULES. Any judicial proceeding brought by or against Pledgor with respect to this Agreement or any related agreement may be brought in any court of competent jurisdiction located in the Commonwealth of Pennsylvania, and, by execution and delivery of this Agreement, Pledgor accepts for itself and in connection with its properties, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Pledgor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by internationally recognized overnight courier directed to Pledgor at its address set forth in the preamble to this Agreement and service so made shall be deemed completed one (1) day after the same shall have been so delivered to such overnight courier. Nothing herein shall affect the right to serve process in any manner permitted by law or shall limit the right of Agent or any Agent to bring proceedings against Pledgor in the courts of any other jurisdiction. Pledgor waives any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. Any judicial proceeding by Pledgor against Agent or any Agent involving, directly or indirectly, any matter or claim in any way arising out of, related to or connected with this Agreement or any related agreement, shall be brought only in a federal or state court located in the County of Philadelphia, Commonwealth of Pennsylvania.

18. PLEDGOR HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF PLEDGOR, AGENTS AND/OR AGENT OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE AND PLEDGOR HEREBY CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT PLEDGOR, AGENT AND/OR AGENTS MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS

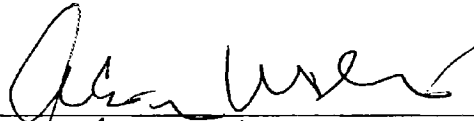
WRITTEN EVIDENCE OF THE CONSENT OF PLEDGOR TO THE WAIVER OF ITS
RIGHT TO TRIAL BY JURY.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURES CONTAINED ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Security Agreement, under seal, the day and year first above written.

AKRION TECHNOLOGIES, INC.


By: 
Name: ALAN KRAKER
Title: PRESIDENT

Acknowledged and agreed:

PNC BANK, NATIONAL ASSOCIATION
As Agent under the Loan Agreements

By: _____
James P. Sierakowski, Vice President

AKRION, INC.

By: 
Name: W.J. WHITFORD
Title: CFO

GOLDFINGER TECHNOLOGIES, LLC

By: 
Name: W.J. WHITFORD
Title: CFO

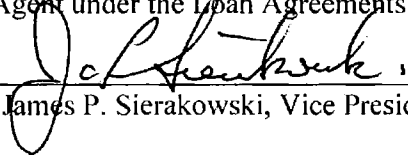
IN WITNESS WHEREOF, the parties hereto have executed this Trademark Security Agreement, under seal, the day and year first above written.

AKRION TECHNOLOGIES, INC.

By: _____
Name: _____
Title: _____

Acknowledged and agreed:

PNC BANK, NATIONAL ASSOCIATION
As Agent under the Loan Agreements

By:  _____
James P. Sierakowski, Vice President

AKRION, INC.

By: _____
Name: _____
Title: _____

GOLDFINGER TECHNOLOGIES, LLC

By: _____
Name: _____
Title: _____

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF *Pa* : SS
COUNTY OF *Lehigh* :

Alan E. Walter

On this 15th of June, 2006 personally appeared *Wm. James Whittle*, to me known and being duly sworn, deposes and says that s/he authorized to sign on behalf of the Pledgor corporation described in the foregoing Power of Attorney; that s/he signed the Power of Attorney pursuant to the authority vested in her/him by law; that the within Power of Attorney is the voluntary act of such corporation; and s/he desires the same to be recorded as such.

Geraldine A. Wetherhold

Notary Public

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

Schedule A to Trademark Security Agreement

TRADEMARKS

Trademark	Country	Application Number	Filing Date	Registration Number	Registration Date
AKRION	Canada	1156020	17-Oct-2002	TMA608876	29-Apr-2004
LUCID2	China (Peoples Republic)	3715221	12-Sep-2003	3715221	05-Oct-2005
AKRION	European Union	2894970	17-Oct-2002	2894970	12-Dec-2003
GOLDFINGER	European Union	1100908	10-Mar-1999	1100908	12-Mar-2000
SUNBURST	Germany	V21332/9W/z	14-Mar-1989	1169488	12-Dec-1990
AKRION	Japan	87963/2002	17-Oct-2002	4688464	04-Jul-2003
AKRION	Japan	11-12076	16-Feb-1999	4404040	28-Jul-2000
LUCID2	Japan	79019/2003	11-Sep-2003	4749321	20-Feb-2004
GOLDFINGER	Japan	021874/1999	10-Mar-1999	4519693	12-Mar-2000
VCS	Japan	66018/1996	14-Jun-1996	4272764	14-May-1999
VERTEQ	Japan	066017/1996	14-Jun-1996	4406459	04-Aug-2000
AKRION	Korea, Republic of	40-2002-47885	18-Oct-2002	566614	26-Nov-2003
AKRION	Korea, Republic of	1999-4850	18-Feb-1999	476864	14-Sep-2000
AKRION	Malaysia	1323/99	19-Feb-1999	99001323	11-May-2002

Schedule A to Trademark Security Agreement

TRADEMARKS

Trademark	Country	Application Number	Filing Date	Registration Number	Registration Date
AKRION	Singapore	T02/16311D	18-Oct-2002	T02/16311D	19-Apr-2002
AKRION	Singapore	T99/01516F	18-Feb-1999	S/1516/99	16-Aug-2000
G300	Singapore	T03/145567	11-Mar-2003	T03/145567	09-Nov-2004
LUCID2	Singapore	T03/14557H	11-Sep-2003	T03/14557H	11-Feb-2005
LUCID2	Singapore	T03/143557H	11-Mar-2003	T03/143557H	11-Mar-2003
AKRION	South Korea	1999-4850	18-Feb-1999	476864	14-Sept-2000
AKRION	South Korea	2002-0047885	18-Oct-2002	566614	26-Nov-2003
GOLDFINGER	South Korea	99-8294	17-Mar-1999	468120	14-Apr-2000
AKRION	Taiwan	91043585	17-Oct-2002	1085189	16-Feb-2004
AKRION (CHINESE CHARACTERS)	Taiwan	92032404	20-May-2003	1098920	01-May-2004
AKRION	Taiwan	88007505	24-Feb-1999	922154	01-Jan-2001
LUCID2	Taiwan	92054564	12-Sept-2003	1115142	16-Aug-2004
AKRION	United States of America	78/122,937	19-Apr-2002	2,691,083	25-Feb-2003

Schedule A to Trademark Security Agreement

TRADEMARKS

Trademark	Country	Application Number	Filing Date	Registration Number	Registration Date
LUCID2	United States of America	78/224,085	11-Mar-2003	2,993,100	06-Sep-2005
V VERTEQ	United States of America	76/274,881	21-Jun-2001	2,655,977	03-Dec-2002
V	United States of America	76/274,785	21-June-2001	2,604,390	06-Aug-2002
SUNBURST	United States of America	73/760,371	28-Oct-1988	1,574,491	02-Jan-1990
GOLDFINGER	United States of America	75/555,468	18-Sep-1998	2,295,797	30-Nov-1999
VERTEQ	United States of America	75/035,442	21-Dec-1995	2,040,148	25-Feb-1997
AKRION	United States of America	78/122,937	19-Apr-2002	2,691,082	25-Feb-2003
SUBMICRON	United States of America	75/101,715	9-May-1996	2,106,537	21-Oct-1997
SUBMICRON (STYLIZED)	United States of America	75/088,869	16-Apr-1996	2,057,179	29-Apr-1997
SUNBURST	United States of America	73/760,371	28-Oct-1988	1,574,491	02-Jan-1990
FRANKLIN GOLD	United States of America	73/035,442	25-Oct-1974	1,030,025	13-Jan-1976

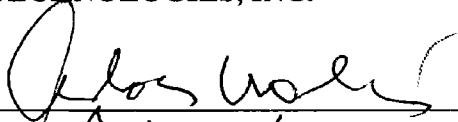
POWER OF ATTORNEY

AKRION TECHNOLOGIES, INC., a Delaware corporation, ("Pledgor"), hereby authorizes PNC BANK, NATIONAL ASSOCIATION, its successors and assigns, and any officer or agent thereof (collectively, "Agent") as agent for the Lenders under that certain (i) Revolving Credit and Security Agreement among Agent, the financial institutions which are now or which hereafter become a party thereto as Lenders ("Lenders"), Akrion, Inc., Goldfinger Technologies, Inc. and the other Borrower(s) named as a Borrower ("Borrowers") therein dated August 5, 2005 (as amended, modified, restated or replaced from time to time, the "Domestic Loan Agreement") and (ii) Export-Import Revolving Credit and Security Agreement among Agent, Lenders, Borrowers and the other Borrower(s) named as Borrower therein dated August 5, 2005 (as amended, modified, restated or replaced from time to time, the "Export-Import Loan Agreement" and together with the Domestic Loan Agreement, the "Loan Agreements"), as Pledgor's true and lawful attorney-in-fact, with the power to endorse Pledgor's name on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under a certain Trademark Security Agreement between Pledgor and Agent dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark Agreement"), including, without limitation, the power to use the Trademarks (as defined in the Trademark Agreement), to grant or issue any exclusive or nonexclusive license under the Trademarks to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreements.

IN WITNESS WHEREOF, the Pledgor has executed this Power of Attorney, under seal, this 15th day of June, 2006.

AKRION TECHNOLOGIES, INC.

By: 
Name: ALAN WARTEN
Title: President

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF *Pa* : SS
COUNTY OF *Lehigh* :

On this 15th of June, 2006 personally appeared *Alan E. Waeter & Wm. James Whittle*, to me known and being duly sworn, deposes and says that s/he authorized to sign on behalf of the Pledgor corporation described in the foregoing Power of Attorney; that s/he signed the Power of Attorney pursuant to the authority vested in her/him by law; that the within Power of Attorney is the voluntary act of such corporation; and s/he desires the same to be recorded as such.

Geraldine A. Wetherhold
Notary Public

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

Exhibit 1 to Trademark Security Agreement

TRADEMARK ASSIGNMENT

WHEREAS, Akrion Technologies, Inc., a Delaware corporation ("Grantor"), is the registered owner of the United States trademarks, tradenames and registrations listed on Schedule "A" attached hereto and made a part hereof (the "Trademarks"), which are registered in the United States Patent and Trademark Office; and

WHEREAS, _____ ("Grantee") having a place of business at _____, is desirous of acquiring the Trademarks;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, all of its present and future right, title and interest in and to the Trademarks and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the ____ day of _____, 200__.

AKRION TECHNOLOGIES, INC.

By: _____
As Attorney-in-Fact

SCHEDULE A TO TRADEMARK ASSIGNMENT

<u>TRADEMARK</u>	<u>APPLICATION OR REGISTRATION NO.</u>	<u>COUNTRY</u>	<u>FILING DATE</u>
------------------	--	----------------	--------------------

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF _____ : SS
COUNTY OF _____ :

On this the ___ day of _____, 200__ before me a Notary Public for the said County and State, personally appeared _____ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of Akrion Technologies, Inc. ("Grantor"), and he/she acknowledged to me that he/she executed the foregoing Trademark Assignment on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Individual Notary)

My Commission Expires:

_____, _____