

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HyperNex, Inc.		06/01/2006	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Nova Measuring Instruments, Inc.		
<b>Street Address:</b>	Einstein Street		
<b>Internal Address:</b>	Weizmann Science Park, Building 22		
<b>City:</b>	Ness Ziona		
<b>State/Country:</b>	ISRAEL		
<b>Entity Type:</b>	COMPANY: ISRAEL		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2493990	HYPER-TEX	
Registration Number:	2616331	CU-TEX	
Registration Number:	2471835	HYPERNEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(215)405-2562		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	215-977-2127		
<b>Email:</b>	lforrest@wolfblock.com		
<b>Correspondent Name:</b>	Brian L. Belles, Esq.		
<b>Address Line 1:</b>	1650 Arch Street		
<b>Address Line 2:</b>	22nd Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	NOV040-234918		
<b>DOMESTIC REPRESENTATIVE</b>			

**CH \$90.00 2493990**

Name: Brian L. Belles, Esq.  
Address Line 1: 1650 Arch Street  
Address Line 2: 22nd Floor  
Address Line 4: Philadelphia, PENNSYLVANIA 19103

NAME OF SUBMITTER:	Brian L. Belles, Esq.
Signature:	/brianlbelles/
Date:	07/17/2006

**Total Attachments: 14**

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## EXHIBIT B

### INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Security Agreement") is made effective as of the 1st day of June, 2006 by and between **HyperNex, Inc.** a corporation organized and existing under the laws of Delaware ("**Borrower**"), and **Nova Measuring Instruments Ltd.**, a company organized and existing under the laws of the State of Israel ("**Lender**").

#### BACKGROUND

A. In accordance with the terms of that certain Loan and Security Agreement of even date herewith by and between Borrower and Lender (as the same may be amended, modified, supplemented, extended and/or renewed, the "**Loan Agreement**"), Lender agreed to extend to Borrower a non-revolving line of credit the aggregate amount of up to Five Hundred Thousand Dollars.

B. The Loan Agreement provides, *inter alia*, that Borrower will grant to Lender a security interest in all of Borrower's assets including, without limitation, its patents, patent rights, patent applications, servicemarks, trademarks, servicemark and trademark applications, tradenames, goodwill, copyrights and licenses.

**NOW THEREFORE**, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. **Incorporation of Loan Agreement.** The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement.

2. **Security Interest.**

(a) **Security Interest in Patents, Copyrights and Licenses.** To secure the complete and timely payment and satisfaction of all Obligations, Borrower hereby collaterally assigns, mortgages, pledges and grants to Lender a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, all of Borrower's right, title and interest in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed (collectively, with items named in **Section 2(b)** below, the "**Collateral**"):

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on **Exhibit "A"**, attached hereto and made a part hereof, and (A) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof,

(C) the right to sue for past, present and future infringements thereof, and (D) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (A)-(D), are sometimes hereinafter individually and/or collectively referred to as the "**Patents**");

(ii) copyrights, copyright registrations, copyright applications and all computer programs, operating systems, application systems, hardware or software of any nature whatsoever owned by Borrower, whether operational, under development or inactive, including all object codes, source codes, modules, technical manuals, user manuals, operating instructions and procedures, in-put and out-put formats, program listings, narrative descriptions, program flow charts, file layouts, report layouts, screen layouts and other documentation therefor (including internal notes, memoranda, status evaluations, marketing information and write-ups), and all improvements, modifications, enhancements, new releases and revisions thereof, whether in machine-readable form, programming language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature; together with all tangible media upon which any of the foregoing are recorded or encoded, including, without limitation, all chips, disks, tapes, film and paper; including, without limitation, the copyrights, copyrights registrations and copyrights applications listed on Exhibit "A" attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, and (C) the right to sue for past, present and future infringements thereof (all of the foregoing items are sometimes referred to herein collectively as the "**Copyrights**"); and

(iii) license agreements with any other party, whether Borrower is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit "A" attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale all inventory now or hereafter owned by Borrower and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "**Licenses**").

(b) Security Interest in Trademarks. To secure the complete and timely payment and satisfaction of all Obligations, Borrower hereby mortgages, pledges and grants to Lender a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, all of Borrower's right, title and interest in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed: servicemarks, trademarks, servicemark and trademark registrations, tradenames, servicemark and trademark applications, and all goodwill attendant thereto, including, without limitation, the servicemarks, trademarks and applications listed on Exhibit "A", attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (C) the right to sue for past, present and future infringements thereof, and (D) all rights corresponding thereto throughout the world (all of the foregoing servicemarks, trademarks, servicemark and trademark registrations, servicemark and tradenames and applications together with the items described in clauses (A)-(D), are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**").

3. Restrictions on Future Agreements. Borrower agrees that until all Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, Borrower will

not, without Lender's prior written consent, enter into any agreement (including, without limitation, any license or royalty agreement) which is inconsistent with Borrower's obligations under this Security Agreement or the Loan Agreement, and Borrower further agrees that it will not take any action, or permit any action to be taken by others, subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights of Lender under this Security Agreement.

4. **New Patents, Trademarks, and Licenses.** Borrower represents and warrants that the Patents, Copyrights, Licenses and Trademarks listed on **Exhibit "A"**, constitute all of the patents, copyrights, licenses, trademarks and applications now owned by Borrower. If, before all Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, Borrower shall (a) obtain rights to any new patentable inventions, trademarks, servicemarks, trademark registrations, tradenames, copyrights or licenses, or (b) become entitled to the benefit of any patent or trademark or copyright application, trademark, trademark registration, servicemark, tradename, copyright or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of **Section 2** above shall automatically apply thereto and Borrower shall give to Lender prompt written notice thereof. Borrower hereby authorizes Lender to modify this Security Agreement by amending **Exhibit "A"**, as applicable, to include any future patents, patent applications, trademarks, trademark registrations, servicemarks, trademark applications, tradenames, copyrights and licenses which are Patents, Copyrights, Licenses or Trademarks, as applicable, under **Section 2** above or under this **Paragraph 4**. Borrower hereby agrees to provide to Lender such assignment or other documentation as Lender may request to record Lender's Lien on such future Patents, Copyrights, Licenses or Trademarks.

5. **Royalties; Term.** Borrower hereby agrees that the use by Lender of all Patents, Copyrights, Licenses and Trademarks as described herein shall be worldwide and without any liability for royalties or other related charges from Lender to Borrower. The term of the security interest granted herein shall extend until the earlier of (a) the expiration of each of the respective Patents, Copyrights, Licenses and Trademarks assigned hereunder, or (b) the date on which all Obligations have been paid in full and the Loan Agreement is terminated.

6. **Lender's Right to Inspect.** Lender shall have the right, at any time and from time to time, to inspect Borrower's premises and to examine Borrower's books, records and operations, including, without limitation, Borrower's quality control processes. Borrower agrees that Lender, or a conservator appointed by Lender, shall have the right to establish such additional product quality controls as Lender, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks. Borrower agrees (a) not to sell or assign its interest in, or grant any license under, the Patents, Copyrights, Licenses or Trademarks, without the prior written consent of Lender; (b) to maintain the quality of any and all products in connection with which the Trademarks and/or Copyrights are used, consistent with quality of said products as of the date hereof; (c) not to adversely change the quality of said products without Lender's express written consent; and (d) to provide Lender, upon request, with a certificate of an officer of Borrower certifying Borrower's compliance with the foregoing.

7. **Termination.** This Security Agreement is made for collateral purposes only. Upon payment in full of all Obligations and termination of the Loan Agreement, Lender shall execute and deliver to Borrower a termination of Lender's security interest granted herein and all deeds, assignments and other instruments as may be necessary or proper to re-vest in Borrower full title to

the Patents, Copyrights, Licenses and Trademarks, subject to any disposition thereof which may have been made by Lender pursuant hereto.

8. **Duties of Borrower.** Borrower shall have the duty (a) to prosecute diligently any patent, trademark and copyright application pending as of the date hereof or thereafter until all Obligations shall have been paid in full and the Loan Agreement is terminated, (b) to make applications on unpatented but patentable inventions and on trademarks and copyrights, as appropriate, and (c) to preserve and maintain all rights in patent applications and patents of the Patents, in trademark applications, trademarks and trademark registrations of the Trademarks and in copyright applications and copyrights of the Copyrights. Any expenses incurred in connection with such applications shall be borne by Borrower. Borrower will not abandon any right to file a patent, trademark or copyright application, or any pending patent, trademark or copyright application or any Patent, Trademark, License or Copyright without the prior consent of Lender.

9. **Event of Default.** Upon the occurrence of an Event of Default, Lender may, without further notice to or consent of Borrower, and in addition to all other rights and remedies available to Lender, immediately record all assignments previously executed and delivered to Lender by Borrower and/or execute and record with all applicable offices (including, without limitation, the Patent and Trademark Office) an absolute assignment to Lender by Borrower of all rights, title and interest of Borrower, in and to the Collateral. Borrower hereby authorizes and agrees that Lender may, through the power of attorney granted in **Section 14** hereof, upon the occurrence of an Event of Default irrevocably execute and deliver in Borrower's name any and all such assignments and agreements and to take any and all other actions in Borrower's name as Lender shall deem reasonable or appropriate to transfer and convey all right, title and interest of Borrower in and to the Collateral to Lender or any other person or entity selected by Lender.

10. **Lender's Right to Sue.** Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Licenses, Patents, Copyrights and/or Trademarks, and any licenses thereunder, and, if Lender shall commence any such suit, Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and Borrower shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this **Section 10**.

11. **Waivers.** No course of dealing between Borrower and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. **Severability.** The provisions of this Security Agreement are severable, and if any clause or provision shall be invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

13. **Modification.** This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in **Section 4** hereof or by a writing signed by the parties hereto.

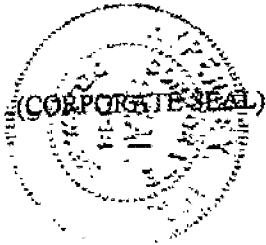
14. **Cumulative Remedies; Power of Attorney; Effect on Loan Agreement.** All of Lender's rights and remedies with respect to the Patents, Trademarks, Copyrights and Licenses, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby authorizes Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power to (a) endorse Borrower's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Lender to protect, evidence or perfect its security interest in the Patents, Trademarks, Copyrights and Licenses, (b) upon the occurrence of an Event of Default, endorse Borrower's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Lender to enforce its security interest in the Patents, Trademarks, Copyrights and Licenses, (c) upon the occurrence of an Event of Default, take any other actions with respect to the Patents, Trademarks, Copyrights and/or Licenses as Lender reasonably deems in the best interest of Lender, (d) upon the occurrence of an Event of Default, grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to anyone, including Lender, and/or (e) upon the occurrence of an Event of Default, assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, Copyrights or Licenses to anyone, including Lender. Lender may also act under such power of attorney to take the actions referenced in **Section 4**. Lender hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all Obligations shall have been paid in full and the Loan Agreement shall have been terminated. Borrower acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Security Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any applicable jurisdiction.

15. **Binding Effect; Benefits.** This Security Agreement shall be binding upon the Borrower and its successors and assigns, and shall inure to the benefit of Lender and its nominees, successors and assigns.

16. **Governing Law.** This Security Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflict of law principles.

**[SIGNATURES ON FOLLOWING PAGE]**

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



BORROWER

By: David S Krutz  
Name: David S Krutz  
Title: President

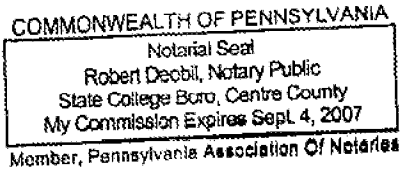
LENDER

By: G. Dishar  
Name: Gina Dishar  
Title: CEO



COMMONWEALTH OF PENNSYLVANIA :  
: ss:  
COUNTY OF :

On this 2 day of June, 2006, before me, a Notary Public, personally appeared David S Kurtz, who acknowledged himself/herself to be the duly acting \_\_\_\_\_ of \_\_\_\_\_ and that he/she as such \_\_\_\_\_, being duly authorized to do so, executed the foregoing Intellectual Property Security Agreement for the purposes therein contained by signing his/her name as such on behalf of the Borrower.



Robert Decbil  
Notary Public  
My Commission Expires: 09-07-07

COMMONWEALTH OF PENNSYLVANIA :  
: ss:  
COUNTY OF :

On this \_\_\_\_\_ day of \_\_\_\_\_, 2006, before me, a Notary Public, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the duly acting \_\_\_\_\_ of \_\_\_\_\_ and that he/she as such \_\_\_\_\_, being duly authorized to do so, executed the foregoing Intellectual Property Security Agreement for the purposes therein contained by signing his/her name as such on behalf of the Borrower.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

EXHIBIT "A"  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents, Copyrights, Licenses and Trademarks

PHL:5385820.2

TRADEMARK  
REEL: 003348 FRAME: 0992

**EXHIBIT "A"**  
**TO**  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**Patents, Copyrights, Licenses and Trademarks**

Case #	Case Type	Country	Prio #	Client Case #	Status, Filing Date, App. Serial #	Pat/Reg No., Issue/Reg Date	Title	Status	Owner, Gov Rights
4173-101	US Patent	US		Hypernex, Inc.(4173) No Client Case No.	Issued Filed: 6/19/2001 App. #: 09/884,791	Issued: 4/19/2005 Pat. #: 6,882,739	Title: METHOD AND APPARATUS FOR RAPID GRAIN SIZE ANALYSIS OF POLYCRYSTALLINE MATERIALS	3.5 M. F. Due 10/19/2008	
4173-102	US Patent	US		Hypernex, Inc.(4173) No Client Case No.	Issued Filed: 8/21/2002 App. #: 10/225,534	Issued: 9/14/2004 Pat. #: 6,792,075	Title: MRD THICKNESS MAPPING	3.5 M. F. Due 3/14/2008	Co-assignee - IBM

PHL:5385820.2

*(cont'd)*

Case #	Case Type	Country	Prio #	Client Case #	Status, Filing Date, App. Serial #	Pat/Reg No., Issue/Reg Date	Title	Status	Owner, Gov Rights
4173-102-CIP	US Patent	US	4173-102	Hypernex, Inc.(4173) No Client Case No.	Issued Filed: 12/23/2003 App. #: 10/744,413	Issued: 6/21/2005 Pat. #: 6,909,772	Title: MRD THICKNESS MAPPING	3.5 M. F. Due 12/21/2008	Co-assignee-IBM
4173-102-EURO PE	Foreign Patent	EPO	4173-102	Hypernex, Inc.(4173) No Client Case No.	Pending Filed: 2/17/2005 App. #: 03793095.5	Issued: 6/15/2005 Pat. # EP1540276	Title: MRD THICKNESS MAPPING	Pending	
4173-102-JAPAN	Foreign Patent	Japan	4173-102	Hypernex, Inc.(4173) No Client Case No.	Pending Filed: 2/16/2005 App. #: 2004-531044	Issued: 2/12/2005 Pat. #JP2005536745	Title: MRD THICKNESS MAPPING	Examination Due 8/15/2006	
4173-102-PCT	PCT	PCT	4173-102	Hypernex, Inc.(4173) No Client Case No.	Done Filed: 8/15/2003 App. #: PCT/US03/25769	Issued: 3/04/2004 Publ #: WO04018959A2 Issued: 10/07/2004 Publ. #: WO2004018959A3	Title: MRD THICKNESS MAPPING	Completed	
4173-102-TAIWAN	Foreign Patent	TAIWAN	4173-102	Hypernex, Inc.(4173) No Client Case No.	Issued Filed: 8/20/2003 App. #: 92122833	Issued: 3/11/2005 Pat. #: 1-229404 Expires: 8/19/2023	Title: MRD THICKNESS MAPPING	3 <sup>rd</sup> Annuity Fee Due 3/10/2007	
4173-103	US Patent	US		Hypernex, Inc.(4173) No Client Case No.	Issued Filed: 7/26/2002 App. #: 10/205,717	Issued: 1/13/2004 Pat. #: 6,678,347	Title: QUANTITAT. PHASE MAPPING	3.5 M. F. Due 7/13/2007	
4173-103-EURO PE	Foreign Patent	EPO	4173-103	Hypernex, Inc.(4173) No Client Case No.	Pending Filed: 1/25/2005 App. #: 03771582.8	Issued: 6/15/2005 Pat. # EP1540319	Title: QUANTITATIVE PHASE ANALYSIS OF TEXTURED POLYCRYSTALLINE MATERIALS	Maintenance Fee Due 2/20/2007	

Note: For Case nos. 4173-102, 103 and 403, the Australian Patent Office allocated publication numbers, however applications were not filed from PCT

4173-103-JAPAN	Foreign Patent	Japan	4173-103	Hypernex, Inc.(4173) No Client Case No.	Pending Filed: 1/25/2005 App. #: 2004-524574	Issued: 11/10/2005 Pat. #JP2005534028	Title: QUANTITAT. PHASE MAPPING	Examination Due 7/9/2006	
4173-103-PCT	PCT	PCT	4173-103	Hypernex, Inc.(4173) No Client Case No.	Done Filed: 7/9/2003 App. #: PCT/US03/21330	Issued: 2/05/2004 Publ. #: WO2004011919	Title: QUANTITAT. PHASE MAPPING	Completed	

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Case #	Case Type	Country	Prio #	Client Case #	Status, Filing Date, App. Serial #	Pat/Reg No., Issue/Reg Date	Title	Status	Owner, Gov Rights
4173-103-TAIWAN AN	Foreign Patent	TAIWAN	4173-103	Hypernex, Inc.(4173) No Client Case No.	Issued Filed: 7/24/2003 App. #: 92120199	Issued: Pat. #: I-241413 Expires: 7/23/2023	Title: METHOD AND APPARATUS FOR QUANTITATIVE PHASE ANALYSIS OF TEXTURE POLYCRYSTALLINE MATERIALS	3 <sup>rd</sup> Annuity Fee Due 10/10/2007	
4173-240	US Patent	US		Hypernex, Inc.(4173) No Client Case No.	Issued Filed: 3/25/1997 App. #: 823,967	Issued: 12/8/1998 Pat. #: 5,848,122 Expires: 3/25/2017	Title: APPARATUS FOR RAPID IN-SITU X-RAY STRESS MEASUREMENT DURING THERMAL CYCLING OF SEMICONDUCTOR WAFERS	7.5 M. F. Due 6/8/2006	Dept. of Air Force Contract # F30602-96-C-0107
4173-241	US Patent	US		Hypernex, Inc.(4173) No Client Case No.	Issued Filed: 3/25/1997 App. #: 08/823,971	Issued: 11/27/1998 Pat. #: 5,828,724	Title: PHOTO-SENSOR FIBER-OPTIC STRESS ANALYSIS SYSTEM	7.5 M. F. Due 4/27/2006	
4173-241-DIV	US Patent	US		Hypernex, Inc.(4173) No Client Case No.	Issued Filed: 9/1/1998 App. #: 09/144,932	Issued: 5/2/2000 Pat. #: 6,058,160	Title: PHOTO-SENSOR FIBER-OPTIC STRESS ANALYSIS SYSTEM	7.5 M. F. Due 11/2/2007	
4173-269	US Trademark	US		Hypernex, Inc.(4173) No Client Case No.	Registered Filed: 12/5/1997 App. #: 75/400,762	Registered: 7/24/2001 Reg. #: 2,471,835	Title: HYPERNEX	Section 8 & 15 Affidavit Due 7/24/2006	
4173-403	US Patent	US		Hypernex, Inc.(4173) No Client Case No.	Issued Filed: 7/30/1999 App. #: 09/365,063	Issued: 10/9/2001 Pat. #: 6,301,330 Expires: 7/30/2019	Title: APPARATUS AND METHOD FOR TEXTURE ANALYSIS ON SEMICONDUCTOR WAFERS	7.5 M. F. Due 4/9/2009	

Note: For Case nos. 4173-102, 103 and 403, the Australian Patent Office allocated publication numbers, however applications were not filed from PCT

4173-403-EUROPE PE	Foreign Patent	EUROPE	4173-403	Hypernex, Inc.(4173) No Client Case No.	Pending Filed: 2/18/2002 App. #: 00 953 730.9-2204	Issued: 7/03/2002 Pat. # EP1218729	Title: APPARATUS AND METHOD FOR TEXTURE ANALYSIS ON SEMICONDUCTOR WAFERS	Pending	
4173-403-JAPAN N	Foreign Patent	JAPAN	4173-403	Hypernex, Inc.(4173) No Client Case No.	Pending Filed: 1/30/2002 App. #: 2001-514438	Issued: 2/18/2003 Pat. # JP2003506673	Title: APPARATUS AND METHOD FOR TEXTURE ANALYSIS ON SEMICONDUCTOR WAFERS	Examination Due 7/28/2007	

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Case #	Case Type	Country	Prio #	Client Case #	Status, Filing Date, App. Serial #	Pat/Reg No., Issue/Reg Date	Title	Status	Owner, Gov Rights
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4173-403-PCT	PCT	PCT		Hypernex, Inc.(4173) No Client Case No.	Done Filed: 7/28/2000 App. #: PCT/US00/20653	Issued: 2/8/2001 WO0109925A2 Issued: 5/31/2001 WO0109925A3 Issued: 6/21/2001 WO0109925B1	Title: APPARATUS AND METHOD FOR TEXTURE ANALYSIS ON SEMICONDUCTOR WAFERS	Completed	
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4173-403-TAIWAN	Foreign Patent	TAIWAN	4173-403	Hypernex, Inc.(4173) No Client Case No.	Issued Filed: 8/9/2000 App. #: 89115227	Issued: 2/21/2002 Publ. # TW477018	Title: APPARATUS AND METHOD FOR TEXTURE ANALYSIS ON SEMICONDUCTOR WAFERS	6 <sup>th</sup> Annuity Fee Due 2/20/2007	
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4173-445	US Trademark	US		Hypernex, Inc.(4173) No Client Case No.	Registered Filed: 1/5/2000 App. #: 75/887,574	Registered: 9/10/2002 Reg. #: 2,616,331	Title: CU-TEX	Section 8 & 15 Affidavit Due 9/10/2007	
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4173-446	US Trademark	US		Hypernex, Inc.(4173) No Client Case No.	Registered Filed: 1/5/2000 App. #: 75/887,575	Registered: 10/2/2001 Reg. #: 2,493,990	Title: HYPER-TEX	Section 8 & 15 Affidavit Due 10/2/2006	
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	US Patent	US			Issued Filed: 1/24/1996 App#: 590,956	Issued: 3/3/1998 Pat#: 5,724,401	Title: LARGE ANGLE SOLID STATE POSITION SENSITIVE X-RAY DETECTOR SYSTEM	Expired due to non-payment of maintenance fee	
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	US Patent	US			Issued Filed: 8/22/1997 App#: 916,378	Issued: 7/21/1998 Pat #: 5,784,432	Title: LARGE ANGLE SOLID STATE POSITION SENSITIVE X-RAY DETECTOR SYSTEM	Expired due to non-payment of maintenance fee	
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Note: For Case nos. 4173-102, 103 and 403, the Australian Patent Office allocated publication numbers, however applications were not filed from PCT

*LICENSED TECHNOLOGY  
(each as licensed)*

Software	# of Licenses	Purpose
MS XP Pro.	12	Operating system
MS Win2000	13	Operating system
MS Small Business Server 2003	1	Operating system/mail server
MS Windows NT	2	Operating system
MS Office 2003 Small Business Ed	10	Word processing, spreadsheet, Power-point package
Boin Wafer Map 2.0	Site license	Contour mapping package
DPlot	1	Contour mapping package
Tex tools (ResMat)	2	ODF and pole generator and VF calculator
Corel Graphics Suite 11	1	Poster creation
Adobe Acrobat 6.0 Standard	2	PDF creation & editing
MAS90 (Best software)	10 users	Accounting / Inventory
Solid Works	1	Mechanical Drafting
eDrawings	1	Drawing viewer
Ivex WinBoard	1	Circuit board layout
Ivex WinDraft	1	Schematic capture
Ivex WinView	1	Gerber file viewer
BK Precision pk4ug	1	EEPROM Programmer
Parallax BSII Editor	1	Microprocessor programmer
Microsoft Money	1	Accounting package
Smart Draw2005	1	Gantt/Pareto chart generation
Adobe Framemaker 7.0	1	Technical writing / illustrating
Adobe Photoshop 5.5	1	Technical writing / illustrating

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Adobe Acrobat 5.0	1	Technical writing / illustrating
Adobe Acrobat Distiller 5.0	1	Technical writing / illustrating
SAS JMP1	1	Statistics package
MathCAD 6.0	1	Mathematical modeling package
AXUM 5.0	1	Plotting package
Norton Ghost 9.0	5	Hard drive back-up software
NERO Burning ROM 6.5	3	DVD Burning software
Perfect Disk 7.0	1	Hard drive management software
Drive image 7.0	1	Hard drive back-up software
Microsoft Project 2000	1	Project management software
Microsoft Front Page 2002	1	Web page software
Adobe Illustrator 10	1	Graphics
Microsoft Streets and Trips 2004	1	Mapping software
Coreco IFC	2	System microscope camera software
Coreco MVTools	2	Pattern recognition
Cimetrix development tools	2	Fab automation emulator
VentureCom RTX	2	Motion Control automation
Aerotech A3200	2	Motion control interface
Cimmetrix CIM300 series	2	Host communication software
Brooks Expresslink	1	Front end automation software
Brooks Control Vision CVJ	1	Front end communication software
Norton Antivirus	10	Antivirus
AVG antivirus	12	Antivirus
Secsim Pro 2.1	1	SECS/GEM simulation software /script generator
E84 Tester 2.0	1	software for the SEMI E84 controller
CIM Connect RS7	1	Host communication software
CIM300 Series SR6 Release	1	Host communication software