

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
Blue 29, LLC		09/11/2006	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	KLA-Tencor Corporation		
Street Address:	160 Rio Robles		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95134		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78264986	ELECTROLESS DEPOSITION SOLUTIONS	
Serial Number:	78264979	CUSEAL	
CORRESPONDENCE DATA			
Fax Number:	(512)703-1250		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	pgerik@dmtechlaw.com		
Correspondent Name:	Daffer McDaniel, LLP		
Address Line 1:	P.O. Box 684908		
Address Line 4:	Austin, TEXAS 78768-4908		
ATTORNEY DOCKET NUMBER:	5866-00000		
NAME OF SUBMITTER:	Kevin L. Daffer		
Signature:	/Kevin L. Daffer/		
Date:	10/02/2006		

CH \$65.00 78264986

Total Attachments: 17

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 11, 2006, between KLA-Tencor Corporation ("Lender") and Blue 29, L.L.C ("Grantor").

RECITALS

- A. Lender has agreed to make a certain advance of money to Grantor (the "Loan") in the amount and manner set forth in that certain Loan and Security Agreement between Lender and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement").
- B. Lender is willing to make the Loan to grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in, among other things, certain copyrights, trademarks and patents to secure the obligations of Grantor under the Loan Agreement. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement.
- C. Pursuant to the Terms of the Loan Agreement, Grantor has granted to Lender a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in and to and under its Collateral which constitutes intellectual property (including, without limitation those copyrights, patents and trademarks and/or related applications listed on Exhibit A attached hereto and incorporated herein by reference), together with all future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof, and all proceeds of each of the foregoing (including, without limitation, all license royalties and proceeds of infringement suits).

This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided herein or in the Loan Agreement or now or hereafter existing at law or in equity shall be cumulative

and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement, or the Note or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

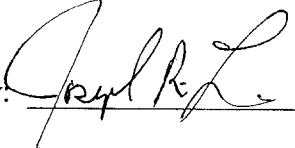
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

615 Palomar Avenue
Sunnyvale, CA. 94085

GRANTOR

BLUE 29, L.L.C.

By:  _____

Address of Lender

160 Rio Robles
San Jose, California 951345

LENDER

KLA-Tencor Corporation

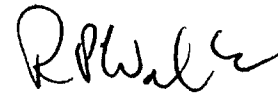
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EXHIBIT "A"

PATENTS

PATENT OFFICE SERIAL NUMBER	TITLE/INVENTOR NAMES	U.S. STATUS	FOREIGN STATUS
U.S. Serial No. 10/462,167	METHODS AND A SYSTEM FOR PROCESSING A MICROELECTRONIC TOPOGRAPHY Inventors: Igor Ivanov, Weiguo Zhang	Non-provisional application filed 6/16/03. Patent Issued 4/19/05 – US 6,881,437.	
PCT Application No. US2004/019349	METHODS AND A SYSTEM FOR PROCESSING A MICROELECTRONIC TOPOGRAPHY (includes US 00100, 00200 and 00300 applications) Inventors: Igor Ivanov, Weiguo Zhang, Artur Kolics		PCT application filed 6/16/04.
U.S. Serial No. 11/102,143	METHODS AND A SYSTEM FOR PROCESSING A MICROELECTRONIC TOPOGRAPHY Inventors: Igor Ivanov, Weiguo Zhang, Artur Kolics	Divisional application filed 4/8/05.	
U.S. Serial No. 11/108,589	METHODS AND A SYSTEM FOR PROCESSING A MICROELECTRONIC TOPOGRAPHY Inventors: Igor Ivanov, Weiguo Zhang, Artur Kolics	Continuation application filed 4/18/05.	
U.S. Serial No. 10/462,343	METHODS FOR MAKING AND PROCESSING DIFFUSION BARRIER LAYERS Inventors: Igor Ivanov, Weiguo Zhang, Artur Kolics	Non-provisional application filed 6/16/03.	
U.S. Serial No. 10/462,180	MICROELECTRONIC FABRICATION SYSTEM COMPONENTS AND METHOD FOR PROCESSING A WAFER USING SUCH COMPONENTS Inventors: Igor Ivanov, Weiguo Zhang	Non-provisional application filed 6/16/03. Patent Issued 3/1/05 – US 6,860,944.	
U.S. Serial No. 11/034,363	MICROELECTRONIC FABRICATION SYSTEM COMPONENTS AND METHOD FOR PROCESSING A WAFER USING SUCH COMPONENTS (Divisional) Inventors: Igor Ivanov, Weiguo Zhang	Divisional application filed 1/10/05.	
U.S. Serial No. 10/624,397	MULTI-STAGED HEATING SYSTEM FOR FABRICATING MICROELECTRONICS Inventors: Igor Ivanov, Weiguo Zhang	Non-provisional application filed 7/22/03.	
PCT/US2004/022988	MULTI-STAGED HEATING SYSTEM FOR FABRICATING MICROELECTRONICS Inventors: Igor Ivanov, Weiguo Zhang		PCT application filed 7/16/04.

PATENT OFFICE SERIAL NUMBER	TITLE/INVENTOR NAMES	U.S. STATUS	FOREIGN STATUS
U.S. Serial No. 60/401,997	METHOD OF COPPER PLANARIZATION ON SEMICONDUCTOR SUBSTRATE Inventors: Igor Ivanov	Provisional application filed 8/8/02. Abandoned.	
U.S. Serial No. 60/401,948	ALKALINE METAL-FREE SOLUTION FOR ELECTROLESS DEPOSITION OF Co(W,P) BARRIER/CAPPING LAYER FOR INTERCONNECT APPLICATIONS Inventors: Artur Kolics, Nicolai Petrov, Igor Ivanov	Provisional application filed 8/8/02. Abandoned.	
U.S. Serial No. 10/103,015	APPARATUS AND METHOD FOR ELECTROLESS DEPOSITION OF MATERIALS ON SEMICONDUCTOR SUBSTRATES Inventors: Igor Ivanov, Weiguo Zhang, Artur Kolics	Non-provisional application filed 3/22/02. Patent Issued 7/5/05 – US 6,913,651.	
U.S. Serial No. 11/138,531	APPARATUS AND METHOD FOR ELECTROLESS DEPOSITION OF MATERIALS ON SEMICONDUCTOR SUBSTRATES Inventors: Igor Ivanov, Weiguo Zhang, Artur Kolics	Divisional application filed 5/26/05.	
U.S. Serial No. 10/242,331	METHOD AND APPARATUS FOR ELECTROLESS DEPOSITION WITH TEMPERATURE-CONTROLLED CHUCK Inventors: Igor Ivanov, Weiguo Zhang, Artur Kolics	Non-provisional application filed 9/13/02. Patent Issued 1/25/05 – US 6,846,519.	
PCT Application No. PCT/US03/26698	METHOD AND APPARATUS FOR ELECTROLESS DEPOSITION WITH TEMPERATURE-CONTROLLED CHUCK Inventors: Igor Ivanov, Weiguo Zhang, Artur Kolics	Publication No. WO 2004/024983 A2	PCT application filed 8/26/03.
European Application No. 03795630.7	METHOD AND APPARATUS FOR ELECTROLESS DEPOSITION WITH TEMPERATURE-CONTROLLED CHUCK Inventors: Igor Ivanov, Weiguo Zhang, Artur Kolics		European counterpart application filed 3/13/05.
Japanese Application No. 2004-536053	METHOD AND APPARATUS FOR ELECTROLESS DEPOSITION WITH TEMPERATURE-CONTROLLED CHUCK Inventors: Igor Ivanov, Weiguo Zhang, Artur Kolics		Japanese counterpart application filed 3/13/05.
Korean Application No. 10-2005-7004388	METHOD AND APPARATUS FOR ELECTROLESS DEPOSITION WITH TEMPERATURE-CONTROLLED CHUCK Inventors: Igor Ivanov, Weiguo Zhang, Artur Kolics		Korean counterpart application filed 3/13/05.

PATENT OFFICE SERIAL NUMBER	TITLE/INVENTOR NAMES	U.S. STATUS	FOREIGN STATUS
Chinese Application No. 03821840.2	METHOD AND APPARATUS FOR ELECTROLESS DEPOSITION WITH TEMPERATURE-CONTROLLED CHUCK Inventors: Igor Ivanov, Weiguo Zhang, Artur Kolics		Chinese counterpart application filed 3/13/05.
U.S. Serial No. 10/247,895	TEMPERATURE-CONTROLLED SUBSTRATE HOLDER FOR PROCESSING IN FLUIDS Inventors: Igor Ivanov, Weiguo Zhang, Artur Kolics	Non-provisional application filed 9/20/02. Patent Issued 6/21/05 – US 6,908,512.	
PCT Application No. PCT/US03/26697	TEMPERATURE-CONTROLLED SUBSTRATE HOLDER FOR PROCESSING IN FLUIDS Inventors: Igor Ivanov, Weiguo Zhang, Artur Kolics		PCT application filed 8/26/03.
U.S. Serial No. 10/299,069	SPATIALLY-ARRANGED CHEMICAL PROCESSING SYSTEM Inventors: Igor Ivanov, Chiu Ting, Weiguo Zhang, Artur Kolics	Non-provisional application filed 11/19/02. Patent Issued 9/6/05 – US 6,939,403.	
PCT Application No. PCT/US03/36736	SPATIALLY-ARRANGED CHEMICAL PROCESSING SYSTEM Inventors: Igor Ivanov, Chiu Ting, Weiguo Zhang, Artur Kolics		PCT application filed 11/18/03.
U.S. Serial No. 11/217,750	SPATIALLY-ARRANGED CHEMICAL PROCESSING SYSTEM Inventors: Igor Ivanov, Chiu Ting, Weiguo Zhang, Artur Kolics	Continuation application filed 9/1/05.	
U.S. Serial No. 10/299,070	METHOD OF ELECTROLESS DEPOSITION OF THIN METAL AND DIELECTRIC FILMS WITH TEMPERATURE CONTROLLED STAGES OF FILM GROWTH Inventors: Igor Ivanov	Non-provisional application filed 11/19/02.	
PCT Application No. PCT/US03/36735	METHOD OF ELECTROLESS DEPOSITION OF THIN METAL AND DIELECTRIC FILMS WITH TEMPERATURE CONTROLLED STAGES OF FILM GROWTH Inventors: Igor Ivanov		PCT application filed 11/18/03.
U.S. Serial No. 10/299,074	METHOD AND APPARATUS FOR UNIFORM TREATMENT OF OBJECTS IN LIQUIDS Inventors: Igor Ivanov	Non-provisional application filed 11/19/02.	

PATENT OFFICE SERIAL NUMBER	TITLE/INVENTOR NAMES	U.S. STATUS	FOREIGN STATUS
U.S. Serial No. 10/339,260	<p>SOLUTION COMPOSITION AND METHOD FOR ELECTROLESS DEPOSITION OF COATINGS FREE OF ALKALI METALS</p> <p>Inventors: Artur Kolics, Nicolai Petrov, Chiu Ting, Igor Ivanov</p>	Non-provisional application filed 1/10/03. Patent Issued 6/28/05 – US 6,911,067.	
U.S. Serial No. 10/369,878	<p>UNIVERSAL SUBSTRATE HOLDER FOR TREATING OBJECTS IN FLUIDS</p> <p>Inventors: Igor Ivanov, Weiguo Zhang</p>	Non-provisional application filed 2/21/03. Patent Issued 8/30/05 – US 6,935,638.	
PCT Application No. PCT/US2004/005214	<p>UNIVERSAL SUBSTRATE HOLDER FOR TREATING OBJECTS IN FLUIDS</p> <p>Inventors: Igor Ivanov, Weiguo Zhang</p>		PCT application filed 2/23/04.
U.S. Serial No. 10/379,692	<p>ACTIVATION-FREE ELECTROLESS SOLUTION FOR DEPOSITIN OF COBALT AND METHOD FOR DEPOSITION OF COBALT CAPPING/PASSIVATION LAYER ON COPPER</p> <p>Inventors: Artur Kolics, Nicolai Petrov, Chiu Ting, Igor Ivanov</p>	Non-provisional application filed 3/6/03. Patent Issued 6/7/05 – US 6,902,605.	
PCT Application No. PCT/US2004/006607	<p>ACTIVATION-FREE ELECTROLESS SOLUTION FOR DEPOSITIN OF COBALT AND METHOD FOR DEPOSITION OF COBALT CAPPING/PASSIVATION LAYER ON COPPER</p> <p>Inventors: Artur Kolics, Nicolai Petrov, Chiu Ting, Igor Ivanov</p>		PCT application filed 3/5/04.
U.S. Serial No. 10/345,134	<p>METHOD FOR ELECTROLESS DEPOSITION OF PHOSPHORUS-CONTAINING METAL FILMS ONTO COPPER WITH PALADIUM-FREE ACTIVATION</p> <p>Inventors: Artur Kolics, Nicolai Petrov, Chiu Ting, Igor Ivanov</p>	Non-provisional application filed 1/13/03. Patent Issued 9/21/04 – US 6,794,288.	
PCT Application No. PCT/US2004/013944	<p>METHOD FOR ELECTROLESS DEPOSITION OF PHOSPHORUS-CONTAINING METAL FILMS ONTO COPPER WITH PALADIUM-FREE ACTIVATION</p> <p>Inventors: Artur Kolics, Nicolai Petrov, Chiu Ting, Igor Ivanov</p>		PCT application filed 5/5/04.
U.S. Serial No. 60/599,975	<p>METHODS AND SYSTEMS FOR PROCESSING A MICROELECTRONIC TOPOGRAPHY</p> <p>Inventor: Igor Ivanov</p>	Provisional application filed 8/9/04.	

PATENT OFFICE SERIAL NUMBER	TITLE/INVENTOR NAMES	U.S. STATUS	FOREIGN STATUS
U.S. Serial No. 11/199,620	METHODS FOR FORMING A BARRIER LAYER WITH PERIODIC CONCENTRATIONS OF ELEMENTS AND STRUCTURES RESULTING THEREFROM Inventor: Igor Ivanov	Non-provisional application filed 8/9/05.	
U.S. Serial No. 11/200,324	SYSTEMS AND METHODS AFFECTING PROFILES OF SOLUTIONS DISPENSED ACROSS MICROELECTRONIC TOPOGRAPHIES DURING ELECTROLESS PLATING PROCESSES Inventor: Igor Ivanov	Non-provisional application filed 8/9/05.	
U.S. Serial No. 11/199,621	BARRIER LAYER CONFIGURATIONS AND METHODS FOR PROCESSING MICROELECTRONIC TOPOGRAPHIES HAVING BARRIER LAYERS Inventor: Igor Ivanov	Non-provisional application filed 8/9/05.	
U.S. Serial No. 11/199,657	METHODS AND APPARATUS CONFIGURATIONS FOR AFFECTING MOVEMENT OF PROCESSING FLUIDS WITHIN A MICROELECTRONIC TOPOGRAPHY CHAMBER AND A METHOD FOR PASSIVATING HARDWARE WITHIN A MICROELECTRONIC TOPOGRAPHY PROCESSING CHAMBER Inventor: Igor Ivanov	Non-provisional application filed 8/9/05.	
PCT Application No. PCT/US2005/028120	METHODS FOR FORMING A BARRIER LAYER WITH PERIODIC CONCENTRATIONS OF ELEMENTS AND STRUCTURES RESULTING THEREFROM AND SYSTEMS AND METHOD AFFECTING PROFILES OF SOLUTIONS DISPENSED ACROSS MICROELECTRONIC TOPOGRAPHIES DURING ELECTROLESS PLATING PROCESSES Inventors: Igor Ivanov		PCT application filed 8/9/05.
PCT Application No. PCT/US2005/028119	BARRIER LAYER CONFIGURATIONS AND METHODS FOR PROCESSING MICROELECTRONIC TOPOGRAPHIES HAVING BARRIER LAYERS Inventors: Igor Ivanov		PCT application filed 8/9/05.
U.S. Serial No. 60/730,452 11/536429	SYSTEMS INCORPORATING MICROWAVE HEATERS WITHIN FLUID SUPPLY LINES OF SUBSTRATE PROCESSING CHAMBERS AND METHODS FOR USE OF SUCH SYSTEMS Inventor: Jason Corneille, Nancy Gilbert, Robert Tas, Steven Flanders, Timothy Franklin, Jason Wright, Stephen Jones, Joe Laia	Provisional application filed 10/26/05.	

PATENT OFFICE SERIAL NUMBER	TITLE/INVENTOR NAMES	U.S. STATUS	FOREIGN STATUS
U.S. Serial No. 11/276,728	NON-CORROSIVE CHEMICAL RINSE SYSTEM Inventor: Rulkens , Ron; Ivanov, Igor; Weise, Mark	Non-provisional filed 03/11/2006	
U.S. Serial No. 60/661,197	NON-CORROSIVE CHEMICAL RINSE SYSTEM Inventor: Rulkens , Ron; Ivanov, Igor	Provisional filed 03/11/2005	
U.S. Serial No. 60/596,716	NON-CORROSIVE CHEMICAL RINSE SYSTEM Inventor: Rulkens , Ron; Ivanov, Igor; Weise, Mark	Provisional filed 10/14/2005	
U.S. Serial No. 60/723,180	ELECTROLESS DEPOSITION SYSTEM Inventor: Rulkens , Ron; Tas, Robert D.; Kulkarni, Shashank; Kolics, Artur; Gilbert, Nancy E.	Provisional filed 09/30/2005	
U.S. Serial No. 60/596,717	ELECTROLESS PLATING SYSTEM Inventor: Ivanov , Igor; Tas, Robert D.; Kulkarni, Shashank; Rulkens, Ron	Provisional filed 10/14/2005	
U.S. Serial No. 60/740,133	ELECTROLESS DEPOSITION SYSTEM ELIMINATING STRONGLY BONDING SPECIES Inventor: Kolics , Artur; Ivanov, Igor	Provisional filed 11/25/2005	
U.S. Serial No. 60/804,425	SEMICONDUCTOR SYSTEM WITH SURFACE MODIFICATION Inventor: Kolics , Artur; Li, Nanhai; Polyanskaya, Marina; Weise, Mark; Corneille, Jason	Provisional filed 06/09/2006	
U.S. Serial No. 10/990,273	Nano-Electrode Array for Integrated Circuit Interconnects Inventor: Lopatin, Sergey; Fiordalice, Robert; Pintchovski, Fabio; Ivanov, Igor; Kong, Wen; Kolics, Artur	Non-provisional filed 15-Nov-2004	
U.S. Serial No. 10/989,911	Method And Apparatus For Transistor Sidewall Salicidation Inventor: Nunan, Peter; Lopatin, Sergey	Non-provisional filed 15-Nov-2004	

TRADEMARK APPLICATIONS

APPLICATION NUMBER	TRADEMARK NAME	DATE OF FILING
U.S. App No. 78/264,986	CUSEAL	Filed June 20, 2003
U.S. App No. 78/264,979	ELECTROLESS DEPOSITION SOLUTIONS	Filed June 20, 2003

LOAN AND SECURITY AGREEMENT

This Loan and Security Agreement dated as of September 11, 2006 is between KLA-Tencor Corporation located at 160 Rio Robles, San Jose, California 95134 (with its successors and assigns, the "Lender") and Blue 29, L.L.C. 615 Palomar Avenue, Sunnyvale, CA. 94085 (the "Borrower").

RECITALS

WHEREAS, the Lender and Dainippon Screen Mfg. Co. Ltd., a Japanese corporation ("DNS") are parties to an Operating Agreement dated as of October 8, 2004 (the "Operating Agreement"); and

WHEREAS, at a Board meeting of Borrower on May 9, 2006 in accordance with Section 3.4 of the Operating Agreement, a capital call was made and DNS failed to make its required contribution; and

WHEREAS, such action by DNS resulted in the loss of one of its Board seats to Lender and triggered Section 6.5 of the Operating Agreement; and

WHEREAS, Borrower held a Board meeting on August 8, 2006 and again DNS failed to contribute its portion of the capital call; and

WHEREAS, Borrower has determined that it is in its best interest to borrow an amount up to the entire capital call from Lender; and

WHEREAS, in accordance with the terms of the Operating Agreement the Lender desires to make a loan to the Borrower on the date hereof in satisfaction of the Lender's obligations under the Operating Agreement and the Borrower desires to execute and deliver this Agreement to the Lender.

NOW, THEREFORE, in consideration of the undertakings set forth herein and the other good and valuable consideration, the receipt and sufficiency which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I THE LOAN

- 1.1 Loan. Lender agrees, on the terms and conditions set forth in this Agreement, to lend to the Borrower on the date hereof the principal amount of
(the "Loan"). The Borrower shall repay the entire unpaid principal balance, accrued and unpaid interest thereon and all other sums due
(the "Loan Maturity Date"). The obligation of the Borrower to repay the principal amount of the Loan and any and all interest which accrues

thereon shall be evidenced by a secured promissory note executed and delivered by the Borrower to Lender and executed on even date herewith (the "Note") and secured by an intellectual property security agreement ("Intellectual Property Security Agreement") executed and delivered by the Borrower to Lender on even date herewith. The proceeds from the Loan shall be used for general corporate purposes of the Borrower.

- 1.2 Additional Amounts. At any time during the term of this Agreement and in Lender's sole and absolute discretion, Lender may agree to loan Borrower an additional . Borrower agrees that any such additional loan amount shall be secured with the same Collateral as the Loan defined herein.
- 1.3 Payment. All payments of principal, interest and fees hereunder shall be made in immediately available funds in United States Dollars to the Lender at the address specified above, on the date when due.
- 1.4 Conditions Precedent. The Lender shall not be required to make the Loan unless the Borrower has furnished to the Lender executed copies of the Note and Intellectual Property Security Agreement and such other documents as the Lender may reasonably request.

ARTICLE II GRANT OF SECURITY INTEREST

2.1 Collateral. To secure payment and performance of all unpaid principal and accrued and unpaid interest on the Note, and all other obligations, interest, fees, charges and expenses of the Borrower to the Lender arising under or in connection with the Loan (collectively, the "Obligations"), the Borrower hereby grants to the Lender, a security interest in all of Borrower's right, title and interest in, to and under all of the Borrower's assets, properties and rights including, without limitation, all personal and fixture property of every kind and nature, including, without limitation, all goods, inventory, equipment, instruments, and all general intangibles, including without limitation, all payment intangibles, patents, patent applications, trademarks, trademark applications, trade names, copyrights, copyright applications, software, engineering drawings, service marks, customer lists, goodwill, and all license permits, agreements of any kind of nature pursuant to which the Borrower possesses, uses or has authority to possess or use property (tangible or intangible) of others, and all recorded data of any kind or nature, regardless of the medium of recording including, without limitation, all software, writings, plans, specifications, and schematics wherever located, whether now owned or hereafter acquired or arising and all accessions to, substitutions and replacements for and rents, profits and products and proceeds therefore (all collectively referred to herein as the "Collateral").

ARTICLE III DEFAULTS

3.1 Default. The occurrence of any one or more of the following events shall constitute a Default or an Event of Default:

- (a) Nonpayment of principal or interest due under the Note when due;
- (b) A material adverse effect, as determined by Lender in its reasonable discretion, occurs involving any set of circumstances or events which has or could reasonably be expected to have any material adverse effect upon the validity or enforceability of any provision of this Agreement, or is or could reasonably be expected to be material and adverse to the assets, business, prospects, conditions (financial or otherwise) or results of operations of Borrower, or materially impairs or could reasonably be expected to materially impair the ability of Borrower to perform its obligations hereunder, or materially impairs or could reasonably be expected to materially impair the value or priority of Lender's security interest in any Collateral or materially impairs or could reasonably be expected to materially impair the ability of Lender to enforce any of its legal remedies pursuant to this Agreement or the Note or the Intellectual Property Security Agreement; or
- (c) A change in control occurs defined for purposes of this Agreement as the acquisition of ownership, directly or indirectly, beneficially or of record of at least 20% of the membership interests of Borrower.

ARTICLE IV. REMEDIES

4.1 Remedies. Upon the occurrence of an Event of Default or upon the occurrence of the Loan Maturity Date, the Lender (a) may proceed to protect and enforce its rights by suit in equity, action of law, and/or any other appropriate proceeding either for specific performance of any condition contained in this Agreement, the Note or the Intellectual Property Security Agreement (collectively, the "Loan Documents") by declaring the obligations under all or any of the Loan Documents to be due and payable and the Lender may proceed to enforce payment; (b) may until such time as the Lender has received payment in full of all Obligations, may enter and take possession of all Collateral and the premises on which it is located, and in the Lender's sole discretion operate and use Borrower's equipment, whether or not Collateral hereunder, complete works in process, and sell, lease or license the Collateral to third persons or associations without being liable to Borrower on an account of any losses, damage or depreciation that may occur as a result thereof so long as Lender shall act reasonably and in good faith; and (c) at the Lender's option and with ten (10) days written notice to Borrower, sell, lease, assign and deliver the whole or any part of the Collateral or any substitute therefore or any addition thereto, at public or private sale, for cash, upon credit or for future delivery, at such prices and upon such terms as Lender deems advisable, including without limitations, the right to sell or lease in conjunction with other property, real or personal and allocate the sale or lease proceeds among the items of property sold without the necessity of the Collateral being present at any such sale or lease, or in view of prospective

purchasers thereof. Lender shall give Borrower at least ten (10) days notice in accordance with Section 5.7 hereof of the time and place of any public or private sale or other disposition. Upon such sale, Lender may become the purchaser of the whole or any part of the Collateral, discharged from all claims and free from any right of redemption. In case of any such sale by Lender of all or any of said Collateral on credit or for future delivery, property so sold may be retained by Lender until the selling price is paid by the purchaser. Lender shall incur no liability in case of the failure of the purchaser to take up and pay for the property so sold. In case of any such failure, the said property may again be sold.

Upon occurrence of an Event of Default or upon the occurrence of the Loan Maturity Date, and at the request of Lender, Borrower will assemble the Collateral in single location at a place to be reasonably designated by Lender and make the Collateral at all times secure and available to Lender.

The Lender as of the date of this Agreement and continuing thereafter until all debts and Obligations of any kind or character owing from Borrower to the Lender are fully paid and discharged, may, upon the occurrence of an Event of Default or upon the occurrence of the Loan Maturity Date, enter and use all premises or places of business which Borrower presently has or may hereafter have and where any of said Collateral may be located, and the Lender may use all machinery and equipment owned or leased by Borrower and all goodwill, patent rights, trade names, or logos, whether or not Collateral hereunder.

- 4.2 Application of Proceeds. Any and all proceeds of any Collateral realized or obtained by the Lender upon exercise of its rights and remedies hereunder shall be applied to the amounts outstanding under this Agreement or any other Loan Document after payment of any and all reasonable costs and expenses, fees, and commission and taxes of such sale, collection or other realization.

ARTICLE V GENERAL PROVISIONS

- 5.1 Entire Agreement. The Loan Documents embody the entire agreement and understanding between the Borrower and the Lender and supersede all prior agreements and understandings between the Borrower and the Lender relating to the subject matter hereof and thereof.
- 5.2 Expenses. The Borrower agrees to pay, on demand, all of Lender's out of pocket expenses (including reasonable attorneys' fees) incurred in connection with the collection and enforcement of all Obligations under the Loan Documents and the preservation of rights under all or any of the Loan Documents.
- 5.3 Indemnity. Borrower hereby indemnifies the Lender against and agrees to hold Lender harmless from any and all losses, claims, damages and liabilities including claims brought by any officer, director or shareholder of Borrower, and related expenses including reasonable counsel fees and expenses, incurred by Lender arising

out of any claim, litigation, investigation or proceeding relating to any transactions services or matters that are the subject of the Loan Documents; provided, however, that such indemnity shall not apply to any such losses, claims, damages or liabilities or related expenses determined by a court of competent jurisdiction to have arisen from the gross negligence or willful misconduct of Lender. All amounts due hereunder shall be payable on demand and shall constitute Obligations as defined herein.

- 5.4 Choice of Law. The Loan Documents shall be governed by and construed in accordance with the laws of the State of California.
- 5.5 Further Assurances. The Borrower, at its own expense, shall do, make, execute, and deliver all such additional and further acts, deeds, assurances, or documents that Lender may reasonably require in order to perfect its security interest in the Collateral.
- 5.6 Successors and Assigns. The terms and provisions of this Agreement and the other Loan Documents shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Notwithstanding the foregoing, the Borrower may not assign its rights and obligations hereunder or under any Loan Document without the prior written consent of Lender, which may be withheld in Lender's sole discretion. Lender may assign all or a portion of its rights and obligations under this Agreement and other Loan Documents or grant any participations herein, in each case without the consent of the Borrower and the Borrower agrees that in connection with any such assignment to execute and deliver such additional documents as may be reasonably requested.
- 5.7 Notice. All notices and other communications provided under this Agreement or any Loan Document shall be in writing or by facsimile or by e-mail and addressed or delivered to such party at the address listed on page one of this Agreement. Any notice, if mailed and properly addressed with postage prepaid, shall be deemed given three business days after being sent; any notice if transmitted by facsimile or via email shall be deemed given when transmitted.
- 5.8 Modification/Amendment. None of the terms or provisions of this Note may be excluded, modified, or amended except by a written instrument duly executed on behalf of the holder and the Borrower expressly referring hereto and setting forth the provision so excluded, modified or amended. Notwithstanding the foregoing, Lender may, at any time and in its sole and absolute discretion, decide to extend the Loan Maturity Date for all or any portion of the Loan for any reason or no reason.
- 5.9 No Waiver by Lender. No delay, postponement or omission on the part of the Lender in exercising any right upon or under the Obligations or the Collateral shall operate as a waiver of such right or any other rights. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion. All rights and remedies of the Lender with respect to the Obligations or the Collateral,

whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly, alternatively, successively or concurrently at such time or at such times as the Lender deems expedient.

IN WITNESS WHEREOF, the Borrower and the Lender have each executed this Agreement as of the date first written above.

Borrower: BLUE 29, L.L.C.

By:  _____

Lender: KLA-Tencor Corporation

By:  _____

SECURED PROMISSORY NOTE

September 11, 2006
San Jose, California

FOR VALUE RECEIVED, on the Loan Maturity Date, Blue 29, L.L.C. having a principal place of business at 615 Palomar Avenue, Sunnyvale, California, 94085 (the "Borrower"), hereby unconditionally promises to pay to KLA-Tencor Corporation (the "Lender") at 160 Rio Robles, San Jose, California, 95134, or such other place as Lender or any holder hereof may from time to time designate, the principal sum of _____ in immediately available funds, as provided in the Loan and Security Agreement of even date herewith among the Borrower and the Lender (the "Loan Agreement"), together with interest on the unpaid principal amount hereof at the prevailing Treasury rate of _____. Interest shall be calculated on the basis of a three hundred sixty (360) day year and actual days elapsed. Lender acknowledges and agrees that an additional _____ may need to be extended to Borrower in the near term and agrees to extend such amount as it determines necessary in its sole and absolute discretion.

This Note is issued pursuant to and is entitled to the benefits of the Loan Agreement as it may be amended from time to time and is the "Note" referred to therein. This Note is secured by the terms of the Loan Agreement and other Loan Documents as defined therein and reference is made thereto for a statement of the terms and provisions thereof. Capitalized terms used herein and not otherwise defined are used with the meanings attributed to them in the Loan Agreement.

If an Event of Default shall have occurred or the Loan Maturity Date shall have occurred, then and in any such event, in addition to all rights and remedies of Lender under the Loan Agreement or any Loan Document, applicable law or otherwise, all such rights and remedies being cumulative and enforceable alternatively, successively and concurrently, Lender may, in accordance with the provisions of the Loan Agreement, declare any and all of the Borrower's obligations, liabilities and indebtedness owing by Borrower under this Note and any other Loan Document (collectively, the "Obligations") to be due and payable, whereupon the then unpaid balance thereof, together with all interest accrued thereon or expenses incurred in connection therewith shall forthwith become due and payable together with all interest accruing thereafter at the rate set forth herein until the indebtedness evidenced by this Note is paid in full, plus all costs and expenses of collection hereof, including, without limitation, reasonably attorneys' fees and expenses.

Borrower shall pay all Lender's costs and expenses incurred in connection with this Note on the terms provided in the Loan Agreement.

No delay or omission on the part of the Lender in exercising any right hereunder shall operate as a waiver of such right or of any other right of the Lender, nor shall any delay, omission or waiver on any one occasion be deemed a bar to or waiver of the same or any other right on any future occasion.

None of the terms or provisions of this Note may be excluded, modified, or amended except by a written instrument duly executed on behalf of the holder and the Borrower expressly referring hereto and setting forth the provision so excluded, modified or amended. Notwithstanding the foregoing, Lender may, at any time and in its sole and absolute discretion, decide to extend the Loan Maturity Date for all or any portion of the Loan for any reason or no reason.

This Note shall be binding upon the successors and assigns of the Borrower and inure to the benefit of the Lender and its successors, endorsees and assigns. If any term or provision of this Note shall be held to be invalid or unenforceable, in whole or in part in any jurisdiction, then such invalidity or unenforceability shall only effect such term or provision, and shall not effect such term or provision in any other jurisdiction or any other term or provision of this Note.

BORROWER AGREES THAT ANY SUIT FOR THE ENFORCEMENT OF THIS NOTE OR ANY OF THE OTHER LOAN DOCUMENTS MAY BE BROUGHT IN THE COURST OF THE STATE OF CALIFORNIA OR ANY FEDERAL COURT SITTING THEREIN AND CONSENTS TO THE NONEXCLUSIVE JURISDICTION OF SUCH COURTS AND SERVICE OF PROCESS IN ANY SUCH SUIT BEING MADE UPON THE BORROWER AT THE ADDRESS PROVIDED HEREIN. BORROWER HEREBY WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH SUIT OR ANY SUCH COURT OR THAT SUCH SUIT IS BROUGHT IN AN INCONVENIENT COURT. NOTHING HEREIN SHALL LIMIT TH RIGHT OF THE LENDER TO BRING PROCEEDINGS AGAINST THE BORROWER IN THE COURTS OF ANY OTHER JURISDICTION.

Borrower hereby waives its right to a jury trial with respect to any action or claim arising out of any dispute in connection with this Note or any of the other Loan Documents, any rights or obligations hereunder or thereunder or the performance of such rights and obligations.

All rights and obligations hereunder shall be governed by the laws of the State of California, without giving effect to principles of conflicts or choice of laws.

BLUE 29, L.L.C

By: 

Title: CEO BLUE 29.