

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PNC Bank		09/26/2008	National Association:
BHC Interim Funding II, L.P.		09/26/2008	LIMITED PARTNERSHIP:
Akrion, Inc.		09/26/2008	CORPORATION:
Goldfinger Technologies, Inc.		09/26/2008	CORPORATION:
Akrion Technologies, Inc.		09/26/2008	CORPORATION:
SCP Services, Inc.	FORMERLY Akrion SCP Acquisition Corp.	09/26/2008	CORPORATION:

RECEIVING PARTY DATA

Name:	Wafer Holdings, Inc.
Street Address:	6330 Hedgewood Drive
City:	Allentown
State/Country:	PENNSYLVANIA
Postal Code:	18106
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2993100	LUCID2
Registration Number:	2295797	GOLDFINGER
Registration Number:	2040148	VERTEQ
Registration Number:	2691082	AKRION
Registration Number:	1598327	SUBMICRON
Registration Number:	1574491	SUNBURST

CORRESPONDENCE DATA

Fax Number: (312)993-9767

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (312) 876-7700
Email: thomas.buettner@lw.com
Correspondent Name: Thomas J. Buettner
Address Line 1: Latham & Watkins LLP
Address Line 2: 233 S. Wacker Drive, Suite 5800
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	044296-0003
NAME OF SUBMITTER:	Thomas J. Buettner
Signature:	/tjb/
Date:	10/10/2008

Total Attachments: 9

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Trademark Assignment") is made by PNC Bank, National Association ("PNC"), BHC Interim Funding II, L.P. ("BHC") Akrion, Inc. ("Akrion"), Goldfinger Technologies, LLC ("Goldfinger"), Akrion Technologies, Inc. ("ATI") and SCP Services, Inc. (f/k/a Akrion SCP Acquisition Corp.) ("SCP") (PNC, BHC, Akrion, Goldfinger, ATI and SCP, collectively, "Assignor") to Wafer Holdings, Inc., a Delaware corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Foreclosure and Sale Agreement, dated as of September 26, 2008, (the "Sale Agreement");

WHEREAS, the Akrion, Goldfinger, ATI and SCP have adopted and used or has otherwise owned or has the intent to use the trademarks set forth in Schedule A, attached hereto and made a part hereof, said trademarks, including all registrations and applications for registration thereof, all common law rights with respect thereto, and all rights to sue and recover for past, present and future infringement thereof, being collectively referred to herein as the "Assigned Trademarks";

WHEREAS, pursuant to that certain Revolving Credit and Security Agreement dated August 5, 2005 (as amended, the "Revolving Credit Agreement") among Akrion, Goldfinger and SCP, as borrowers (the "Revolving Borrowers"), ATI, as guarantor (collectively, the Revolving Borrowers and ATI are referred to herein as the "Credit Parties"), the lenders party thereto (the "Revolving Lenders") and PNC, as agent for the Revolving Lenders (in such capacity, the "Revolving Agent"), and that certain Export-Import Revolving Credit and Security Agreement dated August 5, 2005 (as amended, the "Ex-Im Revolving Credit Agreement" and, together with the Revolving Credit Agreement, the "PNC Credit Agreements") among the Revolving Borrowers, as borrowers, ATI, as guarantor, the Revolving Lenders and the Agent, as well as certain other documents, instruments and agreements executed pursuant to the PNC Credit Agreements or in connection therewith (together with the PNC Credit Agreements, the "PNC Loan Documents"), the Revolving Agent and the Revolving Lenders made loans and other financial accommodations to or for the benefit of the Credit Parties (all such loans and other financial accommodations being herein referred to collectively as the "Revolving Loans"). The Revolving Loans and all other liabilities and obligations of the Credit Parties to the Revolving Agent and the Revolving Lenders under the Revolving Loan Documents, howsoever created, arising or evidenced (collectively, the "PNC Obligations"), are secured by a first priority, perfected lien on and security interest in substantially all of the Credit Parties' assets in favor of Revolving Agent, and a junior perfected lien on and security interest in certain equipment of the Credit Parties, (in each case for the benefit of itself and the Revolving Lenders) subject and subordinate only to certain liens and security interests of BHC as more fully set forth in the Intercreditor Agreement;

WHEREAS, pursuant to that certain Term Loan and Security Agreement dated July 5, 2006 (as amended, the "BHC Credit Agreement" and, together with the PNC Credit Agreements, the "Credit Agreements"), among Akrion, as borrower, and BHC, as lender, as well

as certain other documents, instruments and agreements executed pursuant thereto or in connection therewith (together with the BHC Credit Agreement, the "BHC Loan Documents" and, together with the PNC Loan Documents, the "Loan Documents"), BHC made loans and other financial accommodations to or for the benefit of Akcion, and Goldfinger, ATI and SCP in their capacities as subsidiary guarantors (all such loans and other financial accommodations being herein referred to collectively as the "Term Loans"). The Term Loans and all other liabilities and obligations of the Credit Parties to BHC under the BHC Loan Documents, howsoever created, arising or evidenced (collectively, the "BHC Obligations" and, together with the PNC Obligations, the "Obligations"), are secured by a first priority, perfected lien on and security interest in substantially all of the Credit Parties' assets in favor of BHC, subject and subordinate only to certain liens and security interests granted to the Revolving Agent as more fully set forth in the Intercreditor Agreement dated July 5, 2006 (as amended, the "Intercreditor Agreement") between PNC and BHC, and a first priority, perfected lien on and security interest in certain equipment of the Credit Parties;

WHEREAS, as a result of numerous continuing defaults in respect of the Obligations under the Credit Agreements, Revolving Agent, Revolving Lenders and BHC have determined that they are entitled under Sections 9-610 et seq. of the Uniform Commercial Code applicable Uniform Commercial Code (the "UCC"), the Loan Documents and other applicable law to, among other things, sell and transfer to any person or entity for value all of the Credit Parties' right, title and interest in and to any or all of the personal property subject to Revolving Agent's and BHC's security interest (such assets are collectively referred to herein as the "Encumbered Assets"), including the Assigned Trademarks, in one or more foreclosure sales;

WHEREAS, based on the foregoing, Assignor desires to sell, transfer and assign to Assignee, and Assignee desires to acquire from Assignor for value in a private foreclosure sale pursuant to the UCC and on the terms and conditions set forth herein and in the Sale Agreement, all of the Assignor's right, title and interest in and to the Assigned Trademarks; and

WHEREAS, Assignee and Assignor are desirous of executing a document regarding the assignment of the Assigned Trademarks suitable for recordation with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby, assign, sell and transfer to Assignee all right, title and interest in and to the Assigned Trademarks, including, but not limited to, all benefits, privileges, causes of action, and remedies, including, without limitation, the exclusive rights to (a) apply for and maintain all registrations, renewals and/or extensions thereof, (b) bring actions for past, present and future infringement thereof, and (c) grant licenses or other interests therein. The foregoing includes, and Assignor hereby assigns, sells and transfers to Assignee, the goodwill symbolized by the Assigned Trademarks. Assignee accepts such assignment, and assumes (and shall pay, perform and discharge when due) all obligations with respect to such Assigned Trademarks from and after the date of this Trademark Assignment. To the extent there is any conflict between the terms and conditions of this Trademark Assignment and the terms and conditions of the Sale Agreement, the terms and conditions of the Sale Agreement shall control.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed by its duly authorized representative.

ASSIGNOR:

PNC BANK, NATIONAL ASSOCIATION

By: J.P. Sierakowski
Name: James P. Sierakowski
Its: Vice President

BHC INTERIM FUNDING II, L.P.

By: _____
Name: _____
Its: _____

AKRION, INC.

By: _____
Name: _____
Its: _____

GOLDFINGER TECHNOLOGIES, LLC

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed by its duly authorized representative.

ASSIGNOR:

PNC BANK, NATIONAL ASSOCIATION

By: _____

Name: _____

Its: _____

BHC INTERIM FUNDING II, L.P.

By: Gerald Houghton

Name: G.H. HOUGHTON

Its: Managing Partner

AKRION, INC.

By: _____

Name: _____

Its: _____

GOLDFINGER TECHNOLOGIES, LLC

By: _____

Name: _____

Its: _____

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed by its duly authorized representative.

ASSIGNOR:

PNC BANK, NATIONAL ASSOCIATION

By: _____

Name: _____

Its: _____

BHC INTERIM FUNDING II, L.P.

By: _____

Name: _____

Its: _____

AKRION, INC.

By: W [Signature]

Name: W. James Whittle

Its: Authorized Signatory

GOLDFINGER TECHNOLOGIES, LLC

By: W [Signature]

Name: W. James Whittle

Its: Authorized Signatory

AKRION TECHNOLOGIES, INC.

By: W [Signature]

Name: W. James Whittle

Its: Authorized Signatory

SCP SERVICES, INC.

By: W [Signature]


Name: W. James Whittle

Its: Authorized Signatory

ACKNOWLEDGED BY:

ASSIGNEE:

WAFER HOLDINGS, INC.

By: 
Name: Adam Schmel
Title: Authorized signatory

Date: 9/26/08

Schedule A

Assigned Trademarks

TRADEMARKS

LUCID2	United States of America	78/224,085	11-Mar-2003	2,993,100	06-Sep-2005
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	73/817,473	7-Aug-1989	1,598,327	29-May-1990
SUNBURST	United States of America	73/760,371	28-Oct-1988	1,574,491	02-Jan-1990