

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 |
|----------------------|----------|----------------|--------------|
| Wafer Holdings, Inc. | | 09/26/2008 | CORPORATION: |

RECEIVING PARTY DATA

| | |
|-------------------|------------------------------------|
| Name: | PNC Bank, National Association |
| Street Address: | 500 First Avenue |
| Internal Address: | Commercial Loan Service Center/DDC |
| City: | Pittsburgh |
| State/Country: | PENNSYLVANIA |
| Postal Code: | 15219 |
| Entity Type: | National Association: |

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: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 800-927-9801 x2348
 Email: jpaterso@cscinfo.com
 Correspondent Name: Corporation Service Company
 Address Line 1: 1090 Vermont Avenue NW, Suite 430
 Address Line 2: Attn: Jean Paterson
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

TRADEMARK

CH \$165.00 2993100

| | |
|-------------------------|-----------------|
| ATTORNEY DOCKET NUMBER: | 768447 |
| NAME OF SUBMITTER: | Jean Paterson |
| Signature: | /Jean Paterson/ |
| Date: | 10/24/2008 |

Total Attachments: 14

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Wafer Holdings, Inc.
6330 Hedgewood Drive, Suite 150
Allentown, PA 18106

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 9/26/2008

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes

No

Name: PNC Bank, National Association

Internal Address: Commercial Loan Service Center/DDC

Street Address: 500 First Avenue

City: Pittsburgh

State: PA

Country: _____ Zip: 15219

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other N.A. Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark:

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See attached

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Corporation Service Company

Internal Address: _____

Street Address: 1133 Avenue of the Americas
Suite 3100

City: New York

State: NY Zip: 10036

Phone Number: 212-299-5600

Fax Number: _____ #768447

Email Address: _____

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed


8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:



10/23/08

Luis Rodriguez

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 14

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (the "Agreement") made as of this 26th day of September, 2008 by WAFER HOLDINGS, INC., a Delaware corporation ("Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent ("Agent") for the Lenders:

WITNESSETH

WHEREAS, Grantor has entered into that certain Revolving Credit and Security Agreement with Agent and the financial institutions party thereto from time to time as lenders (the "Lenders") dated as of the date hereof (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrowers by Lenders;

WHEREAS, Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Grantor's trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Loan Agreement;

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

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests To secure the payment and performance of the Obligations, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark and patent listed on Schedule 1 annexed hereto, (such trademarks and patents, the "Trademarks" and "Patents") together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks and Patents listed on Schedule I attached hereto constitute all trademarks and patents owned or registered to Grantor as of the date of this Agreement.

[signatures to appear on following page]

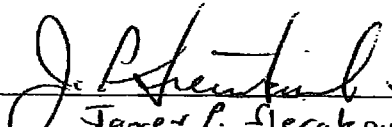
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

WAFER HOLDINGS, INC.

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

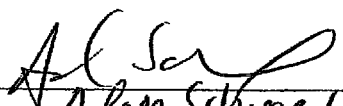
By: 
Name: James P. Serakowski
Title: Vice President

**[SIGNATURE PAGE TO TRADEMARK AND PATENT PROPERTY
SECURITY AGREEMENT]**

**TRADEMARK
REEL: 003875 FRAME: 0963**

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

WAFER HOLDINGS, INC.

By: 
Name: Adam Schime
Title: Director

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO TRADEMARK AND PATENT PROPERTY
SECURITY AGREEMENT]

TRADEMARK
REEL: 003875 FRAME: 0964

| Title | Country | Application Number | Application Date | Issue Date | Patent Number |
|--|---------|--------------------|------------------|------------|---------------|
| Wafer Cleaning System | US | 09/643,328 | 8/22/2000 | 10/2/2001 | 6,140,744 |
| Wafer Cleaning System | US | 09/953,504 | 9/13/2001 | 10/15/2002 | 6,463,938 |
| Wafer Cleaning System | US | 10/243,463 | 9/12/2002 | 1/27/2004 | 6,681,782 |
| Wafer Cleaning System | US | 10/243,486 | 9/12/2002 | 2/3/2004 | 6,684,891 |
| Wafer Cleaning System | US | 10/726,774 | 12/3/2003 | 10/10/2006 | 7,117,876 |
| Wafer Cleaning System | US | 11/375,907 | 3/15/2006 | 9/11/2007 | 7,268,469 |
| Wafer Cleaning System | US | 11/386,634 | 3/22/2006 | 5/1/2007 | 7,211,932 |
| Wafer Cleaning System | US | 11/839,885 | 8/16/2007 | | |
| Wet Processing Methods for the Manufacture of Electronic Components Using Liquids of Varying Temperature | US | 09/324,813 | 6/21/1999 | | |

PATENTS

| Title | Country | Application Number | Application Date | Issue Date | Patent Number |
|--|---------|--------------------|------------------|------------|---------------|
| Acoustic Energy System, Method Apparatus for Processing Flat Articles | US | 11/625,556 | 1/22/2007 | | |
| Acoustic Generating Device | US | 61/034,142 | 3/5/2008 | | |
| Apparatus and Method for Cleaning and Drying a Hydrophobic Surface of a Substrate | US | 11/755,619 | 5/30/2007 | | |
| Apparatus and Method for the Cleaning of Substrates | US | 10/11,332 | 4/18/2002 | 11/16/2004 | 6,817,369 |
| Apparatus and Method for Transmitting Energy Through a Non-Reactive Transmitter Bonded to a Transducer and Use of the Same to Process Substrates | US | 11/625,651 | 1/22/2007 | | |
| Apparatus and Method of Measuring Acoustical Energy Applied to a Substrate | US | 11/837,292 | 8/10/2007 | | |
| Apparatus and Methods for Vapor Generation System | US | 10/098,847 | 3/15/2002 | 4/20/2004 | 6,722,056 |
| Apparatus for Processing Substrates in a Fluid Tank | US | 09/171,757 | 10/23/1998 | 11/14/2000 | 6,145,520 |
| Apparatus, System and Method for Processing a Substrate that Prohibits Air Flow Containing Contaminants and/or Residues from Depositing on the Substrate | US | 11/777,256 | 7/12/2007 | | |
| Capillary Drying of Substrates | US | 10/358,636 | 2/5/2003 | 6/21/2005 | 6,907,890 |
| Centrifugal Wafer Processor | US | 90/002,139 | 9/14/1990 | 1/21/1992 | B1 4,571,850 |
| Chemical Concentration Control Device | US | 10/117,725 | 4/5/2002 | 7/27/2004 | 6,766,818 |
| Cleaning and Drying Method and Apparatus | US | 10/091,011 | 3/4/2002 | 1/4/2005 | 6,837,944 |
| Compliant Silicon Wafer Handling System | US | 08/825,883 | 4/2/1997 | 9/11/2001 | 6,286,688 |
| Device and Method for Processing Substrates | US | 09/869,213 | 9/22/2001 | 10/19/2004 | 6,805,754 |
| Device and Method for the Treatment of Substrates in a Fluid Container | US | 09/367,683 | 12/31/1999 | 11/18/2003 | 6,647,641 |
| Device and Method for the Treating Substrates in a Fluid Container | US | 08/862,890 | 5/23/1997 | 9/21/1999 | 5,954,068 |
| Device for Chemical Wet Treatment | US | 08/875,408 | 7/31/1997 | 5/11/1999 | 5,902,402 |
| Device for Treating Substrates in a Fluid Container | US | 08/761,717 | 12/6/1996 | 6/5/2001 | 6,240,938 |
| Device for Wet-Treatment of Substrates | US | 09/171,271 | 6/22/1999 | 8/7/2001 | 6,269,822 |
| Dump Door | US | 10/085,565 | 2/26/2002 | 1/18/2005 | 6,843,859 |
| Facility for Treating Objects in a Process Tank | US | 09/068,618 | 7/7/1998 | 2/25/2003 | 6,523,552 |
| Industrial Robot Safety Device That Shuts Down Operation in Response to Variation in Tension of a Rope | US | 08/851,668 | 5/6/1997 | 9/15/1998 | 5,807,408 |
| Low Profile Wafer Carrier | US | 10/053,449 | 1/17/2002 | 3/29/2005 | 6,871,657 |
| Megasonic Cleaner and Dryer System | US | 10/171,430 | 6/12/2002 | 8/16/2005 | 6,928,751 |
| Megasonic Cleaner and Dryer | US | 10/171,429 | 6/12/2002 | 8/2/2005 | 6,923,192 |
| Megasonic Cleaner and Dryer | US | 10/171,426 | 6/12/2002 | 6/29/2004 | 6,754,980 |

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| Title | Country | Application Number | Application Date | Issue Date | Patent Number |
|---|---------|--------------------|------------------|------------|---------------|
| Megasonic Cleaner and Dryer | US | 10/864,927 | 6/10/2002 | 9/5/2006 | 7,100,304 |
| Megasonic Cleaner Probe System with Gasified Fluid | US | 09/906,384 | 7/16/2001 | 2/3/2004 | 6,684,890 |
| Megasonic Cleaner Probe System with Gasified Fluid | US | 10/742,214 | 12/19/2003 | 5/23/2006 | 7,047,989 |
| Megasonic Cleaner Probe System with Gasified Fluid | US | 10/864,929 | 6/10/2004 | 1/2/2007 | 7,156,111 |
| Megasonic Cleaner Probe System with Gasified Fluid | US | 11/595,029 | 11/9/2006 | | |
| Megasonic Cleaner System With Buffered Cavitation Method | US | 10/341,425 | 1/10/2003 | 9/12/2006 | 7,104,268 |
| Megasonic Cleaning System | US | 08,277,792 | 7/20/1994 | 4/29/1997 | 5,625,249 |
| Megasonic Cleaning System | US | 07/791,094 | 11/12/1991 | 9/28/1993 | 5,247,954 |
| Megasonic Probe Energy Attenuator | US | 09/922,509 | 8/3/2001 | 1/20/2004 | 6,679,272 |
| Megasonic Probe Energy Attenuator | US | 10/760,596 | 1/20/2004 | 5/17/2005 | 6,892,738 |
| Megasonic Probe Energy Director | US | 10/059,682 | 1/29/2002 | 10/30/2007 | 7,287,537 |
| Megasonic Probe Energy Director | US | 11/873,750 | 10/17/2007 | | |
| Megasonic Transducer Assembly | US | 08/042,889 | 4/5/1993 | 11/22/1994 | 5,365,960 |
| Megazone System | US | 10/117,768 | 4/5/2002 | 3/18/2003 | 6,532,974 |
| Megazone System | US | 10/304,583 | 11/25/2002 | 9/30/2003 | 6,626,189 |
| Membrane Dryer | US | 10/117,739 | 4/5/2002 | 1/18/2005 | 6,842,998 |
| Membrane Dryer | US | 10/951,009 | 9/27/2004 | 8/16/2005 | 6,928,750 |
| Method and Apparatus for Drying Semiconductor Wafers | US | 08/275,807 | 7/15/1994 | 9/17/1996 | 5,556,479 |
| Method and Apparatus for Treating Substrates | US | 09/600,084 | 6/30/2000 | 8/19/2003 | 6,607,604 |
| Method and System for Chemical Injection in Silicon Wafer Processing | US | 10/053,364 | 1/18/2002 | 7/27/2004 | 6,767,877 |
| Method and System for Processing a Substrate Using a Composite Transmitter | US | 60/985,947 | 11/6/2007 | | |
| Method and Systems for Determining Chemical Concentrations and Controlling the Processing of Semiconductor Substrates | US | 09/257,488 | 2/25/1999 | 7/17/2001 | 6,261,845 |
| Method for Cavitation Measurement | US | 61/031,845 | 2/27/2008 | | |
| Method for Post-CMP Advanced Front End of Line Cleaning | US | 12/070,620 | 2/19/2008 | | |
| Methods for Treating Semiconductor Wafers | US | 09/096,898 | 6/12/1998 | 10/26/1999 | 5,972,123 |
| Nitrogen Wet Process Tank | US | 10/117,778 | 4/5/2002 | 1/1/2005 | 6,840,250 |
| Nozzle for Use in the Megasonic Cleaning of Substrates | US | 11/781,835 | 7/23/2007 | | |
| Process and Apparatus for Removal of Photoresist from Semiconductor Wafers Using Spray Nozzles | US | 10/366,054 | 2/13/2003 | 11/16/2004 | 6,818,563 |
| Process for Etching Oxide Films in a Sealed Photochemical Reactor | US | 07/876,043 | 4/30/1992 | 8/10/1993 | 5,234,540 |
| Process Sequence for Photoresist Stripping and Cleaning of Photomasks for Integrated Circuit Manufacturing | US | 10/909,764 | 8/2/2004 | 1/30/2007 | 7,169,253 |
| Process Sequence for Photoresist Stripping and Cleaning of Photomasks for Integrated Circuit Manufacturing | US | 11/649,535 | 1/4/2007 | | |

| Title | Country | Application Number | Application Date | Issue Date | Patent Number |
|---|---------|--------------------|------------------|------------|---------------|
| Reciprocating Megasonic Probe | US | 10/140,029 | 5/6/2002 | 3/6/2007 | 7,185,661 |
| Reciprocating Megasonic Probe | US | 11/640,718 | 12/18/2006 | | |
| Semiconductor Wafer Cleaning System | US | 08/361,139 | 12/21/1994 | 8/12/1997 | 5,656,097 |
| Semiconductor Wafer Cleaning System | US | 08/908,330 | 8/7/1997 | 6/1/1999 | 5,908,509 |
| Semiconductor Wafer Cleaning System | US | 08/908,345 | 8/7/1997 | 12/7/1999 | 5,996,595 |
| Semiconductor Wafer Cleaning System | US | 08/910,033 | 8/11/1997 | 9/14/1999 | 5,950,645 |
| Semiconductor Wafer Cleaning System | US | 09/694,938 | 10/23/2000 | 4/30/2002 | 6,378,534 |
| Single Chamber Megasonic Energy Center | US | 07/598,909 | 10/16/1990 | 9/22/1992 | 5,148,823 |
| Single Wafer Megasonic Semiconductor Wafer Processing System | US | 07/598,426 | 10/16/1990 | 2/25/1992 | 5,090,432 |
| Single Wafer Megasonic Semiconductor Wafer Processing System | US | 07/809,799 | 12/18/1991 | 2/15/1994 | 5,286,657 |
| Spray Jet Cleaning Apparatus and Method | US | 11/745,866 | 5/8/2007 | | |
| Substrate Process Tank with Acoustical Source Transmission and Method of Processing Substrate | US | 10/699,042 | 10/31/2003 | 10/18/2005 | 6,955,727 |
| Substrate Processing Device | US | 09/308,850 | 5/24/1999 | 2/20/2001 | 6,189,552 |
| System and Method for Drying a Rotating Substrate | US | 11/624,445 | 1/18/2007 | | |
| System and Method for Point-of-Use Filtration and Purification of Fluids Used in Substrate Processing | US | 10/895,511 | 7/20/2004 | 12/25/2007 | 7,311,847 |
| System and Method for Processing a Substrate Utilizing a Gas Stream for Particle Removal | US | 11/841,427 | 8/20/2007 | | |
| System and Method for Selective Etching a Silicon Nitride During Substrate Processing | US | 10/585,229 | 4/20/2007 | | |
| System and Method of Cleaning Substrates Using a Subambient Process Solution | US | 11/544,802 | 10/6/2006 | | |
| System and Method of Determining the Operating Frequency at Which to power a Transducer | US | 12/059,602 | 3/31/2008 | | |
| System and Method of Processing Substrates Using Sonic Energy Having Cavitation Control | US | 11/454,447 | 6/15/2006 | | |
| System for Removal of Photoresist Using Sparger | US | 10/052,823 | 1/17/2002 | 11/18/2003 | 6,649,018 |
| System for Removal of Photoresist Using Sparger | US | 10/634,440 | 8/5/2003 | 3/8/2005 | 6,863,836 |
| Transducer Assembly Incorporating a Transmitter Having Through Holes, and Method and System for Cleaning a Substrate Utilizing the Same | US | 11/777,252 | 7/12/2007 | | |
| Vapor Drying System and Method | US | 09/227,637 | 1/8/1999 | 12/11/2001 | 6,328,809 |
| Vapor Jet Dryer Apparatus and Method | US | 07/837,221 | 2/18/1992 | 7/13/1993 | 5,226,242 |
| Wafer Cleaning System | US | 08/724,518 | 9/30/1996 | 3/21/2000 | 6,039,059 |
| Wafer Cleaning System | US | 09/057,182 | 4/8/1998 | 10/31/2000 | 6,140,744 |

| Title | Country | Application Number | Application Date | Issue Date | Patent Number |
|--|---------|--------------------|------------------|------------|---------------|
| Wafer Cleaning System | US | 09/643,328 | 8/22/2000 | 10/2/2001 | 6,140,744 |
| Wafer Cleaning System | US | 09/953,504 | 9/13/2001 | 10/15/2002 | 6,463,938 |
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| Wafer Cleaning System | US | 11/375,907 | 3/15/2006 | 9/11/2007 | 7,268,469 |
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| Wafer Cleaning System | US | 11/839,885 | 8/16/2007 | | |
| Wet Processing Methods for the Manufacture of Electronic Components Using Liquids of Varying Temperature | US | 09/324,813 | 6/21/1999 | | |

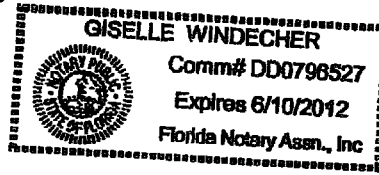
COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF *Florida* : SS
COUNTY OF *Miami Dade* :

On this *24* of September 2008, before me personally appeared *Adam Schuch* to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Wafer Holdings, Inc., a Delaware corporation; that s/he signed the Agreement thereto pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

Giselle Windecher

Notary Public
My Commission Expires: *6/10/12*



(ACKNOWLEDGEMENT TO TRADEMARK AND PATENT SECURITY AGREEMENT)

POWER OF ATTORNEY

WAFER HOLDINGS, INC. (the "Grantor"), 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 Revolving Credit and Security Agreement among Agent, the financial institutions which are now or which hereafter become a party thereto as lenders (the "Lenders") and Grantor dated as of September __, 2008 (as it may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Trademark and Patent Security Agreement between Grantor and Agent dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark and Patent Security Agreement"), including, without limitation, the power to record its interest in any trademarks and patents (as defined in the Trademark and Patent Security Agreement) or additional trademarks and patents in the United States Patent and Trademark Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantor a supplement to the Trademark and Patent Security Agreement, to use the Trademarks and Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks and Patents to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks and Patents to anyone else including, without limitation, the power to execute on behalf of Grantor a trademark, patent, or copyright assignment, in each case subject to the terms of the Trademark and Patent Security Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.


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 Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark and Patent Security Agreement, the Loan Agreement and the Other Documents.

This Power of Attorney shall be irrevocable for the life of the Trademark and Patent Security Agreement.

IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as of the date stated above.

WAFER HOLDINGS, INC.

By: 
Name: Adam Schine
Title: Director

[SIGNATURE PAGE TO POWER OF ATTORNEY TO TRADEMARK AND PATENT
SECURITY AGREEMENT

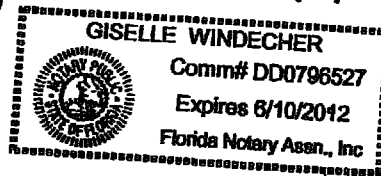
TRADEMARK
REEL: 003875 FRAME: 0972

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF *Florida* : SS
COUNTY OF *Miami-Dade* :

On this *20* of September, 2008, before me personally appeared *Adam Schindel* to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Wafer Holdings, Inc., that s/he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

Giselle Windecher
Notary Public
My Commission Expires: *6/10/12*



(ACKNOWLEDGEMENT TO POWER OF ATTORNEY TO TRADEMARK AND PATENT
SECURITY AGREEMENT)