

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wafer Holdings, Inc.		09/26/2008	CORPORATION:

RECEIVING PARTY DATA

Name:	BHC Interim Funding II, L.P.
Street Address:	444 Madison Avenue
Internal Address:	25th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED PARTNERSHIP:

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:	768495
NAME OF SUBMITTER:	Jean Paterson
Signature:	/Jean Paterson/
Date:	10/27/2008

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: BHC INTERIM FUNDING II, L.P.

Internal Address: 25TH FL

Street Address: 444 MADISON AVENUE

City: NEW YORK

State: NY

Country: _____ Zip: 10022

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship _____

Other _____ 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: #768495

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

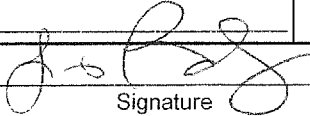
8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

10/24/08

Date

Luis Rodriguez

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 BHC INTERIM FUNDING II, L.P. (the "Lender"):

WITNESSETH

WHEREAS, Grantor has entered into that certain Term Loan and Security Agreement with Lender 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 Grantor by Lender;

WHEREAS, Grantor has granted to the Lender 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 Grantor 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 Lender, 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

BHC INTERIM FUNDING II, L.P.,
as Lender

By: BHC Interim Funding Management, L.L.C.,
its General Partner

By: BHC Investors II, L.L.C.,
its Managing Member

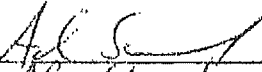
By: GHH Holdings, L.L.C.

By: 
Name: Gerald H. Houghton
Title: Managing Member

[Signature Page to Trademark and Patent Property Security Agreement (BHC)]

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

WAFER HOLDINGS, INC.

By: 
Name: Alan S. General
Title: Director

Agreed and Accepted
As of the Date First Written Above

BHC INTERIM FUNDING II, L.P.,
as Lender

By: BHC Interim Funding Management, L.L.C.,
its General Partner
By: BHC Investors II, L.L.C.,
its Managing Member
By: GHH Holdings, L.L.C.

By: _____
Name: Gerald H. Houghton
Title: Managing Member

[Signature Page to Trademark and Patent Property Security Agreement (BHC)]

121529.01046/6669811v.1

SCHEDULE 1

TRADEMARK and PATENT REGISTRATIONS

(see attached)

SCHEDULE -1

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

CHN1053302.3

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	10/111,332	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	BI 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	10/541,425	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
Nextgen Wet Process Tank	US	10/117,778	4/5/2002	1/11/2005	6,840,250
Nozzel 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		

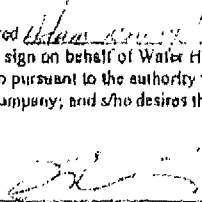
Title	Country	Application Number	Application Date	Issue Date	Patent Number
Reciprocating Megasonic Probe	US	10/140,029	5/6/2002	3/6/2007	7,185,661
Reciprocating Megasonic Probe	US	11/640,718	12/18/2006		
Semiconductor Wafer Cleaning System	US	08/361,139	12/21/1994	8/12/1997	5,656,097
Semiconductor Wafer 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
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		

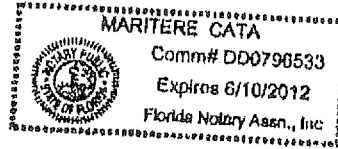
COMPANY ACKNOWLEDGMENT

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

On this *27* of September 2008, before me personally appeared *Maritere Cata* to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Water 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.



Notary Public
My Commission Expires:



{Acknowledgement to Trademark and Patent Security Agreement (BHC)}

{21120.01040/616981} v.1

POWER OF ATTORNEY

WAFER HOLDINGS, INC. (the "Grantor"), hereby authorizes BHC INTERIM FUNDING III, L.P., its successors and assigns, and any officer or agent thereof (collectively, "Lender"), as Lender under that certain Term Loan and Security Agreement among the Lender, Subsidiary Guarantors and Grantor dated as of September 26, 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 Lender to enforce and effectuate its rights under that certain Trademark and Patent Security Agreement between Grantor and Lender 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 Lender to use or exercise any rights granted herein.

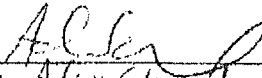
This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

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 Stewart
Title: Director

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF FL : SS
COUNTY OF DADE :

On this 27th of September, 2008, before me personally appeared Maritene Cata, 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.

Maritene Cata
Notary Public
My Commission Expires:



[Acknowledgement in Power of Attorney to Trademark and Patent Security Agreement (TJIC)]

121529.01043/6669813-1