-OP \$290.00 775483

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
Oerlikon USA, Inc.		01/23/2009	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Plasma-Therm, LLC	
Street Address:	10050 16th Street North	
City:	St. Petersburg	
State/Country:	FLORIDA	
Postal Code:	33716	
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA	

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	77548329	790+
Registration Number:	2622559	AUTOMATED LOADING SYSTEM (ALS)
Registration Number:	3383876	MASK ETCHER
Registration Number:	2918476	MASK ETCHER IV
Registration Number:	3284411	MASK ETCHER V
Registration Number:	2893123	SHUTTLELINE
Registration Number:	1625640	SHUTTLELOCK
Registration Number:	2001901	VERSALOCK
Registration Number:	2604017	VERSALOCK MASK ETCHER
Registration Number:	2632071	VERSALOCK MASK ETCHER II
Registration Number:	2594590	VERSALOCK MASK ETCHER III

CORRESPONDENCE DATA

Fax Number: (813)925-8525

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

TRADEMARK REEL: 003929 FRAME: 0940

900126246

Phone: 813-925-8505 Email: trademarks@smithhopen.com Smith & Hopen, P.A. Correspondent Name: Address Line 1: 180 Pine Avenue North Address Line 4: Oldsmar, FLORIDA 34677 ATTORNEY DOCKET NUMBER: 2108.01 NAME OF SUBMITTER: Robert Varkonyi Signature: /robert varkonyi/ Date: 02/04/2009 **Total Attachments: 5** source=Executed Trademark Assignment#page1.tif

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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks ("<u>Assignment</u>") is made and entered into as of January <u>76</u>, 2009, by and between Oerlikon USA Inc., a Florida corporation ("<u>Assignor</u>"), in favor of Plasma-Therm, LLC, a Florida limited liability company ("<u>Assignee</u>"). Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Asset Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement dated as of January <u>76</u>, 2009 (the "<u>Asset Purchase Agreement</u>"), pursuant to which, subject to the terms and conditions set forth therein, Assignee is purchasing certain of the Assets of Assignor, including, but not limited to, all of Assignor's right, title and interest in and to the trademarks and the registration of the trademarks set forth on <u>Schedule A</u> hereto which are trademarks registered with United States Patent and Trademark Office (the "<u>Trademarks</u>");

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor has agreed to assign the Trademarks to Assignee, and Assignee has agreed to accept the transfer by Assignor of its right, title and interest in and to the Trademarks;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

- 1. <u>Assignment</u>. Effective as of the date hereof, Assignor hereby assigns, sells, transfers, and sets over to Assignee, and its successors and assigns, all of Assignor's rights, title and interest in, to and under the Trademarks, including associated "good will", and all rights to sue for infringement of the Trademarks, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other foreign jurisdiction.
- 2. <u>Terms Controlling</u>. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms of this Assignment, the terms of the Asset Purchase Agreement shall govern.

IN WITNESS WHEREOF, the Assignor has executed and delivered this Assignment as of the date first set forth above.

OERLIKON USA INC.

By:

Title: V. on Prend

STATE OF <u>Pennsylvania</u>) SS.: COUNTY OF <u>Westmarely</u>

On this 33 day of January 69, 2009, before me personally appeared Dennis Pelkarino of Oerlikon USA Inc., who is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and who acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, he, or the entity upon behalf of which he acted, executed the instrument.

COMMONWEALTH OF PENNSYLVANIA Notarial Seal

Linda J. Turchetta, Notary Public Penn Twp. Westmoreland County My Commission Expires Nov. 30, 2012

Member, Pennsylvania Association of Notaries

COUNTY OF/

On this 21 day of January 69, 2009, before me personally appeared Renee Nawyokas of Oerlikon USA Inc., who is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and who acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, he, or the entity upon behalf of which he acted, executed the instrument.

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal Linda J. Turchetta, Notary Public Penn Twp., Westmoreland County My Commission Expires Nov. 30, 2012

Member, Pennsylvania Association of Notaries

[Signature Page to Assignment of Trademarks]

SCHEDULE A

[TO BE INSERTED]

2.1(m) Trade and Ficticious Names

790

7200

7300

70 SERIES

700 SERIES

710 PE

720 RIE

730 PECVD

740 PE/RIE

770 ICP

7000 SERIES

7200 RIE

7300 PECVD

7400 PE/RIE

790 ICP

790 PECVD

790 RIE

790 SERIES

790+

A-350

A-358

A-360

A-368

ALS

Automated Loading System (ALS)

Batch Top

CLR

Clusterlock

Cobra CVD

Complete 2800

Deep Silicon Etch

DSE

DSE II

DSE III

Dynamic Seal

Fast Gas Switching

GaAs VIA II

GaAs VIA III

HD PECVD

HDPCVD

Hex Etch

Inline

LAPECVD

2.1(m) Trade and Ficticious Names (cont).

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Large Area PECVD
          Mask Etcher
        Mask Etcher IV
        Mask Etcher V
           Morphing
           ND 200
           NE 300
           NE 500
           NE 860
          NE 860iL
           NE D200
          NEXTRAL
            PK-12
            PK-18
            PK-24
Plasma Therm Industrial Products
        PlasmaTherm
        Plasma-Therm
      Plasma-Therm, Inc.
             PTI
            PTIP
           Quadra
          Shuttleline
          Shuttlelock
             SLN
             SLR
          Soft Seal
          Versaline
          Versalock
    Versalock Mask Etcher
   Versalock Mask Etcher II
   Versalock Mask Etcher III
         Versaworks
         Viper Etch
            VLN
            VLR
     Wafer Batch Series
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RECORDED: 02/04/2009