

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
Wafer Holdings, Inc.		06/16/2009	CORPORATION: DELAWARE
Akron Technologies, Inc.		06/16/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Akron Systems LLC
Street Address:	6330 Hedgewood Drive
City:	Allentown
State/Country:	PENNSYLVANIA
Postal Code:	18106
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

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: (215)832-5767
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 215-569-5767
 Email: perry@blankrome.com
 Correspondent Name: David M. Perry
 Address Line 1: One Logan Square
 Address Line 2: 9th Floor

CH \$165.00 2993100

Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER: 074658-01266

NAME OF SUBMITTER: David M. Perry

Signature: /David M. Perry/

Date: 06/17/2009

Total Attachments: 5
source=Bill of Sale#page1.tif
source=Bill of Sale#page2.tif
source=Bill of Sale#page3.tif
source=Bill of Sale#page4.tif
source=Bill of Sale#page5.tif

GENERAL ASSIGNMENT AND BILL OF SALE

PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent ("Seller") for itself and the other Lenders under that certain Revolving Credit and Security Agreement dated September 26, 2008 (as amended, the "Revolving Credit Agreement") among Wafer, as borrower (the "Revolving Borrower"), the lenders party thereto (the "Revolving Lenders") and Seller, as agent for the Revolving Lenders (in such capacity, the "Revolving Agent"), that certain Export-Import Revolving Credit and Security Agreement dated September 26, 2008 (as amended, the "Ex-Im Revolving Credit Agreement" and, together with the Revolving Credit Agreement, the "PNC Credit Agreements") among the Revolving Borrower, the Revolving Lenders and the Seller, 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"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, convey, assign, transfer and deliver to AKRION SYSTEMS LLC, a Delaware limited liability company (the "Buyer"), and its successors and assigns forever, pursuant to Section 9-610 et seq. of the applicable Uniform Commercial Code, the PNC Loan Documents and other applicable law, all the right, title and interest of Wafer Holdings, Inc. and Akrion Technologies, Inc. (the "Credit Parties") in and to all of the personal property and assets of the Credit Parties (collectively, the "Property") listed on Schedule I hereto.

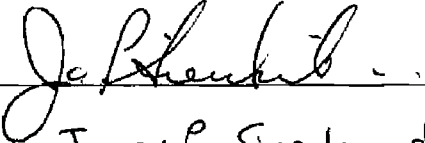
NEITHER REVOLVING AGENT NOR ANY REVOLVING LENDERS MAKES ANY REPRESENTATION, WARRANTY, COVENANT OR UNDERTAKING, EXPRESS OR IMPLIED, WITH RESPECT TO THE EXISTENCE OF ANY SPECIFIC ITEMS CONSTITUTING THE PROPERTY OR THE QUANTITY THEREOF, OR THE COMPANY'S BUSINESS OR PROSPECTS, OR THE CONDITION, QUALITY, MERCHANTABILITY (IN THE SENSE OF A UCC WARRANTY), FITNESS FOR A PARTICULAR PURPOSE OR VALUE OF THE PROPERTY; AND THE PROPERTY IS SOLD WITHOUT RECOURSE ON AN ABSOLUTE "AS IS, WHERE IS" BASIS.

On or after the date hereof, Revolving Agent will from time to time at the Buyer's reasonable request, execute and deliver such further instruments and take or cause to be taken such other action to carry out the effect, intent and purpose of the conveyance, assignment and transfer to the Buyer hereunder and otherwise in the carrying out of the intent and purposes of this General Assignment and Bill of Sale.

Buyer hereby acknowledges and agrees that Buyer is taking all Property that is subject to a first priority lien in favor of BHC Interim Funding II, L.P. ("BHC") pursuant the terms of that certain Intercreditor Agreement by and between Revolving Agent dated September 26, 2008 subject to the liens in favor of BHC.

Dated this 16th day of June, 2009.

**PNC BANK, NATIONAL ASSOCIATION, as
Revolving Agent for itself and the Revolving
Lenders**

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

SCHEDULE I

All of the Credit Parties' personal property in which Revolving Agent (for the benefit of itself and the Revolving Lenders) has a perfected lien and security interest through the filing of UCC-1 financing statement(s) in the appropriate jurisdiction(s) for perfecting such interests, including, without limitation:

- (a) any and all of the Credit Parties' right, title and interest in all of the Credit Parties' inventory, goods, service parts and supplies, merchandise and other personal property, wherever located, to be furnished under and consignment agreement, contract of service or held for sale or lease, all raw materials, work in process, finished goods and materials supplies and incidentals, of any kind, nature or description which are or might be used or consumed in any Credit Party's business or used in selling or furnishing such goods, merchandise and other personal property, and all documents of title or other documents representing them, and all packaging materials and labels of every nature and description used or which might be used in connection with the manufacture, packing, shipping, advertising, selling, leasing or furnishing of the foregoing or otherwise used or consumed in the conduct of the business, existing on the Closing Date;
- (b) any and all of the Credit Parties' right, title and interest in furniture, fixtures, machinery, apparatus, equipment, motor vehicles, trucks, trailers, vessels, aircraft, rolling stock, furnishings, dies, jigs, tools, benches, molds, tables, accessories, computer hardware, parts, additions, motors, engines, and all other tangible personal property and equipment and accession thereto and replacements therefore on the Closing Date;
- (c) any and all of the Credit Parties' right, title and interest in accounts receivable (including but not limited to all accounts receivable created by or arising from each Credit Party's sales, leases, rentals of goods or renditions of services to its customer (whether or not they have been earned by performance), and those accounts receivable arising under any Credit Party's trade names, logos or styles, or through any Credit Party's divisions), contracts and contract rights, instruments, documents, warehouse receipts, bills of lading, shipping documents, chattel paper (including electronic chattel paper), unpaid seller's or lessor's rights (including rescission, replevin, reclamation, repossession and stoppage in transit) relating thereto or arising therefrom, rights to any goods represented by any of the foregoing, including rights to returned, reclaimed or repossessed goods, reserves and credit balances arising in connection with or pursuant to any of the foregoing, guaranties, supporting obligations, payment intangibles and letter of credit rights, insurance policies or rights relating to any of the foregoing, general intangibles relating to accounts, drafts and acceptances, credit card receivables, and all other forms of obligations owing to any Credit Party arising out of or in connection with the sale or lease of inventory or the rendition of services, and all supporting obligations, notes, deposits, property, guarantees and other security therefore, whether secured or unsecured, existing on the Closing Date;
- (d) any and all of the Credit Parties' right, title and interest in Deposit Accounts (as defined in the UCC);

- (e) any and all of the Credit Parties' right, title and interest in general intangibles on the Closing Date, including without limitation any and all payment intangibles, choses in action, causes of action, lawsuits, corporate or other business records, inventions, designs, patents, patent applications, equipment formulations, manufacturing procedures, quality control procedures, trademarks and all registrations and applications therefor, service marks, trade secrets, goodwill, customer lists, copyrights and all registrations and applications therefor, inventions, designs, design rights, methods, processes, know-how, drawings, blueprints, plans, specifications, descriptions, all memoranda, notes and records with respect to research and development, computer software, computer information, source codes, codes, records and dates, registrations, licenses, franchises, customer lists, tax refunds, tax refund claims, reversions or any rights thereto, computer programs, any rights or other amounts payable to any Credit Party from any employee benefit plan, rights and claims against carriers and shippers, all claims under guaranties, security interests or other security held by or granted to any Credit Party to secure payment of the accounts receivable by a customer, all rights of or to indemnification, all policies and certificates of insurance and rights thereunder, including without limitation all business interruption, property, casualty or any similar type of insurance, and all other intangible property of every kind and nature;
- (f) any and all of the Credit Parties' right, title and interest in any and all stock, membership interests, securities (whether certificated or uncertificated), securities entitlements, securities accounts, commodities contracts and commodities accounts owned by any of the Credit Parties on the Closing Date;
- (g) any and all of the Credit Parties' right, title and interest in (i) its respective goods and other property including, but not limited to, all merchandise returned or rejected by customers, relating to or securing any of the accounts receivable; (ii) all of each Credit Party's rights as a consignor, a consignee, an unpaid vendor, mechanic, artisan, or other lienor, including stoppage in transit, setoff, detinue, replevin, reclamation and repurchase; (iii) all additional amounts due to any Credit Party from any customer relating to the accounts receivable; (iv) other property, including warranty claims, relating to any goods; (v) all of each Credit Party's contract rights, rights of payment which have been earned under a contract right, instruments (including promissory notes), documents, chattel paper (including electronic chattel paper), warehouse receipts, deposit accounts, letters of credit, letter of credit rights (whether or not the respective letter of credit is evidenced by a writing), supporting obligations, rights to insurance proceeds, and money; (vi) all commercial tort claims; (vii) all liens and security interests of each Credit Party in real and personal property of third parties in which such Credit Party has been granted a lien or security interest as security for the payment or enforcement of accounts receivable;
- (h) any and all of the Credit Parties' right, title and interest in all of each Credit Party's ledger sheets, ledger cards, files, correspondence, records, books of account, business papers, computers, computer software (owned by any Borrower or in which it has an interest), computer programs, tapes, disks, data processing software and documents relating to any of the other Subject Assets; and

- (i) all cash and non-cash proceeds and products of any of the foregoing in whatever form, including, but not limited to cash, deposit accounts (whether or not comprised documents, solely of proceeds), certificates of deposit, insurance proceeds (including hazard, flood and credit insurance), negotiable instruments and other instruments for the payment of money, chattel paper, security agreements, documents, eminent domain proceeds, condemnation proceeds and tort claim proceeds.

074658.01266/30342610v.1