

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
Celerity, Inc		10/19/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	AIP/IS Holdings, LLC		
Street Address:	535 Fifth Ave		
Internal Address:	32nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1930638	MEGA	
CORRESPONDENCE DATA			
Fax Number:	(512)306-1963		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	5126370800		
Email:	trademarks@sgnlaw.com		
Correspondent Name:	Scheinberg & Griner, LLP		
Address Line 1:	PO Box 164140		
Address Line 4:	Austin, TEXAS 78716		
ATTORNEY DOCKET NUMBER:	MEGA-9000		
NAME OF SUBMITTER:	Michael O. Scheinberg		
Signature:	/michael o. scheinberg/		
Date:	02/19/2010		

OP \$40.00 1930638

Total Attachments: 10

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ASSET PURCHASE AND FORECLOSURE AGREEMENT

This Asset Purchase and Foreclosure Agreement (this "Agreement") is entered into on October 19, 2009, by and between AIP/IS HOLDINGS, LLC, a Delaware limited liability company (the "Buyer"), CELERITY, INC., a Delaware corporation (the "Company") and OBSIDIAN, LLC, a Delaware limited liability company, in its capacity as collateral agent under the Note Exchange Agreement (as defined below) (in such capacity, the "Collateral Agent"), for the purpose of binding itself in such capacity and each of the Noteholders. The Buyer, the Company and the Collateral Agent are referred to collectively herein as the "Parties."

This Agreement contemplates a transaction in which the Buyer will purchase all of the assets of the integration division of the Company (the "Business") through an asset sale and foreclosure process in return for cash and equity.

Now, therefore, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the Parties agree as follows.

1. Definitions. For purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, (i) the terms defined in this Section shall include the plural as well as the singular, and the use of any gender herein shall be deemed to include the other genders; (ii) accounting terms not otherwise defined herein have the meanings assigned to them in accordance with GAAP; (iii) references in this Agreement to "Sections," "subsections," "paragraphs," and other subdivisions without reference to a document are to designated Sections, subsections, paragraphs and other subdivisions of this Agreement; (iv) a reference to a subsection without further reference to a Section is a reference to such subsection as contained in the same Section in which the reference appears, and this rule shall also apply to paragraphs and other subdivisions; (v) the words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement as a whole and not to any particular provision; (vi) the words "include," "such as," and "including," and their variations mean "including, but not limited to;" (vii) the words "not including" mean "excluding only;" (viii) references to "days" mean calendar days unless otherwise stated; (ix) every reference to a document means that document as it may be modified from time to time, and includes all the headings in this Agreement are for convenience only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of any of the provisions of this Agreement. The following terms shall have the meanings set forth below.

"Acquired Assets" means all right, title, and interest in and to the assets of the Company and its Subsidiaries not transferred to the Buyer by the Collateral Agent pursuant to Section 2(b); provided, however, that the Acquired Assets shall not include the Excluded Assets.

"Acquired Collateral" means all right, title, and interest in and to (a) all of the Company's assets located at its Austin, Texas, San Jose, California and Portland, Oregon facilities, and (b) all of the other assets of the Company and its Subsidiaries used in the Business, including all such assets consisting of (i) tangible personal property (such as machinery, equipment (including information technology assets), inventories of raw materials and supplies, manufactured and purchased parts,

concerning public health and safety, worker health and safety, and pollution or protection of the environment, including without limitation all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, release, threatened release, control, or cleanup of any hazardous materials, substances or wastes, chemical substances or mixtures, pesticides, pollutants, contaminants, toxic chemicals, petroleum products or byproducts, asbestos, polychlorinated biphenyls, noise or radiation, each as amended and as now or hereafter in effect.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“ERISA Affiliate” means each entity which is treated as a single employer with the Company for purposes of Code §414.

“Estimated Transaction Expenses” means the aggregate amount of Transaction Expenses estimated by the Buyer to be incurred in connection with the transactions contemplated by this Agreement.

“Event of Default” has the meaning set forth in the Note Exchange Agreement.

“Excluded Assets” means the following assets of the Company and its Subsidiaries: (a) all right, title, and interest in and to all owned real property, (b) securities (such as the capital stock in its Subsidiaries and other subsidiaries), (c) rights in and with respect to the assets associated with its Employee Benefit Plans, (d) the corporate charter, qualifications to conduct business as a foreign corporation, arrangements with registered agents relating to foreign qualifications, taxpayer and other identification numbers, seals, minute books, stock transfer books, blank stock certificates, and other documents relating to the organization, maintenance, and existence of the Company as a corporation, (e) any of the rights of the Company under this Agreement (or under any side agreement between the Company on the one hand and the Buyer on the other hand entered into on or after the date of this Agreement), (f) Cash, (g) accounts, notes, and other receivables where the Person obligated with respect to such account, note or receivable is an Affiliate of the Company, or is the subject of any bankruptcy or other insolvency proceeding and (h) the assets set forth on the attached Excluded Assets Schedule.

“Existing Events of Default” has the meaning set forth in Section 3(ee) below.

“Fiduciary” has the meaning set forth in ERISA §3(21).

“Final Purchase Price” has the meaning set forth in Section 2(h) below.

“Financial Statement” has the meaning set forth in Section 3(g) below.

“Foreign Designated Buyers” means the Designated Buyers set forth under the caption “Foreign Designated Buyers” on the Designated Buyers Schedule.

“Foreign Transfer Documents” has the meaning set forth in Section 2(i) below.

“GAAP” means United States generally accepted accounting principles as in effect from

time to time.

"Governmental Authority" means any national, federal, state or local governmental, regulatory or administrative authority, agency or commission or any court, tribunal, or judicial or arbitral body, whether of the United States or of any foreign jurisdiction.

"Intellectual Property" means all of the following in any jurisdiction throughout the world:

- (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof,
- (b) all trademarks, service marks, trade dress, logos, slogans, trade names, corporate names, Internet domain names and rights in telephone numbers, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith,
- (c) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith,
- (d) all mask works and all applications, registrations, and renewals in connection therewith,
- (e) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals),
- (f) all computer software (including source code, executable code, data, databases and related documentation),
- (g) all advertising and promotional materials,
- (h) all other proprietary rights, and
- (i) all copies and tangible embodiments thereof (in whatever form or medium).

"Intellectual Property Rights" means all Patents, Know-How, and Trademarks.

"Know-How" means the technical information, proprietary information, and trade secrets that are related to the Business, and owned by the Company and its Subsidiaries.

"Leased Real Property" means all leasehold or subleasehold estates and other rights to use or occupy any land, buildings, structures, improvements, fixtures or other interest in real property set forth on Schedule 3(l)(i).

"Leases" means all leases, subleases, licenses, concessions and other agreements (written or oral), including all amendments, extensions, renewals, guaranties and other agreements with respect thereto, pursuant to which any of the Company or its Subsidiaries holds any Leased Real Property, including the right to all security deposits and other amounts and instruments deposited by or on behalf of any of the Company or its Subsidiaries thereunder.

"Liability" means any liability (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated,

"Transaction Documents" means this Agreement and each other agreement, certificate, document or instrument required to be executed or delivered pursuant to the terms hereof.

"Transaction Expenses" means the expenses listed on the attached Transaction Expenses Schedule.

"Transferred Employees" has the meaning set forth in Section 7(i).

"UCC" means the Uniform Commercial Code in effect in the State of New York.

"Units" means the Units of the Buyer.

2. Basic Transaction.

(a) Purchase and Sale of Acquired Assets. On and subject to the terms and conditions of this Agreement, the Buyer agrees to purchase from the Company, and the Company agrees to, and agrees to cause its Subsidiaries to, sell, transfer, convey, and deliver to the Buyer, all of the Acquired Assets at the Closing for the consideration specified below in this Section 2. The Buyer will not purchase any Excluded Assets.

(b) Purchase and Sale of Acquired Collateral. On and subject to the terms and conditions of this Agreement, the Buyer agrees to purchase from the Collateral Agent, and the Collateral Agent agrees to, sell, transfer, convey, and deliver to the Buyer, all of the Acquired Collateral at the Closing for the consideration specified below in this Section 2. The Buyer will not purchase any Excluded Assets. It is the express intent of the Parties that the sale, transfer, conveyance and deliverance of the Acquired Collateral contemplated hereby be consummated as a private sale pursuant to Section 9-610 et seq. of the UCC.

(c) Assumption of Liabilities. On and subject to the terms and conditions of this Agreement, the Buyer agrees to assume and become responsible for all of the Assumed Liabilities at the Closing. The Buyer will not assume or have any responsibility, however, with respect to any other obligation or Liability of the Company and its Subsidiaries not included within the definition of Assumed Liabilities.

(v) None of the directors and officers (and employees with responsibility for Intellectual Property matters) of the Company and its Subsidiaries has any Knowledge of any new products, inventions, procedures, or methods of manufacturing or processing that any competitors or other third parties have developed which reasonably could be expected to supersede or make obsolete any product or process of any of the Business or to limit the Business as presently conducted or as presently proposed to be conducted.

(vi) The Company and its Subsidiaries have taken all necessary and desirable action to maintain and protect all of the Intellectual Property of the Business and will continue to maintain and protect all of the Intellectual Property of the Business so as not to adversely affect the validity or enforceability thereof. To the Knowledge of the Company and its Subsidiaries, the owners of any of the Intellectual Property licensed to the Company and its Subsidiaries for use in the Business have taken all necessary and desirable action to maintain and protect the Intellectual Property covered by such license.

(vii) Section 3(m)(vii) of the Disclosure Schedule sets forth complete and accurate lists of the Patents and Trademarks owned by the Company and its Subsidiaries. All such Patents and Trademarks are in material compliance with formal legal requirements and, except as set forth in Section 3(m)(vii) of the Disclosure Schedule, have been duly maintained.

(viii) All agreements licensing any Intellectual Property Rights from Seller to any third party are identified in Section 3(m)(viii) of the Disclosure Schedule. A copy of all of such agreements have been provided to the Buyer.

(ix) To the Knowledge of the Company and its Subsidiaries, none of the Know-How has been misappropriated from any third party and the disclosure and sale of such Know-How to the Buyer does not violate the terms of any confidentiality provision or third party agreement.

(x) None of the Intellectual Property Rights are subject to any third party lien, security interest, or other encumbrance or are otherwise subject to the claim of any employee, contractor, vendor, customer, or creditor that will not be released as of the Closing Date.

(xi) To the Knowledge of the Company and its Subsidiaries, none of the Patents included in the Intellectual Property Rights are currently the subject of a reexamination or reissue proceeding. All of the Intellectual Property Rights are valid and enforceable. To the Knowledge of the Company and its Subsidiaries, there is no prior art or any conduct of the Company, its affiliates, employees, assignors, licensors, or legal counsel that could constitute inequitable conduct or render the Patents unenforceable. To the Knowledge of the Company and its Subsidiaries, there is no prior art or any conduct of the Company that may be materially relevant to patentability that has not been or was not considered during the examination of the Patents.

(xii) Except as set forth in Section 3(m)(xii) of the Disclosure Schedule, neither the Company nor any of its Subsidiaries has alleged or threatened any third party with infringement of the Intellectual Property Rights, including, without limitation, any demand, notification to cease and desist, or license request that could form the basis of a declaratory judgment action. Except as

Section 3(m)(vii) Intellectual Property

Trademarks

Trademark	Status	Case Number	SubCase	Case Type	Country	Application#	Filing Date	Registration No	Registration Date	(Goods) Class(es)
CELERTY AND DESIGN	Registered	C1138-2000	00	ORD	US	78/152505	08-Aug-02	2913805	21-Dec-04	Class : 40 Int. Manufacture of flow control systems, gas systems, valve manifold boxes, gas isolation boxes, gas sticks, mass flow controllers, modular gas systems, and vapor delivery systems to order and/or specification of others.
CELERTY AND DESIGN	Registered	C1138-2000	EM	ORD	EM	003033230	03-Feb-03	003033230	17-Jan-05	Class : 11 Int. Engineering and design of integrated fluid delivery systems and outsourced custom manufacturing of products and services for others including flow control systems, gas systems, valve manifold systems, gas isolation boxes, gas sticks, mass.
INTELLIGENT GAS PANEL	To Be Abandoned	C2044-2009	00	ORD	US	74/667970	01-May-95	2968815	12-Jul-05	Class : 09 Int. Automated gas delivery system comprised of a gas distribution, measurement and control apparatus and computer hardware and computer software, for use in semiconductor manufacturing, manufacturing of industrial products, and control of ...
MAGNIFLO	To Be Abandoned	K0476-2004	EM	ORD	EM	003879517	10-Jun-04	003879517	10-Jun-04	Class : 07 Int. Pumps, pumps for use in semiconductor, biotechnology, and pharmaceutical industries; parts and fittings for all aforesaid goods.
MAGNIFLO	To Be Abandoned	K0476-2004	00	ORD	US	78/340651	15-Dec-03	3059484	14-Feb-06	Class : 09 Int. Pumps, namely centrifugal metering pumps and controlled metering pumps for dispensing fluids in the semiconductor, biotechnology, and pharmaceutical industries.

TRADEMARK

REEL: 004152 FRAME: 0394

Trademark	Status	Case Number	SubCase	Case Type	Country	Application#	Filing Date	Registration No.	Registration Date	(Goods) Class(es)
MEGA	Registered	K0476-2000	00	ORD	US	74/477279	10-Jan-94	1930638	31-Oct-95	Class : 07 Int Machines for blending, filtering, and dispensing chemicals.
MEGAFLOW	Registered	K0476-2006	EM	ORD	EM	002737401	17-Jun-02	002737401	14-Jan-04	Class : 09 Int Photoelectric liquid sensors and photoelectric leak sensors for use in the chemicals processing field
MEGASHOT	To Be Abandoned	K0476-2003	EM	ORD	EM	003030848	03-Feb-03	003030848	06-May-05	Class : 01 Int Bulk slurry blending and delivery systems for the semiconductor industry.
MEGASHOT	To Be Abandoned	K0476-2003	00	ORD	US	78/152498	08-Aug-02	3098744	30-May-06	Class : 09 Int Slurry, chemical blending and distribution systems for use in the semiconductor industry comprised of valves and sensors sold as a unit for use in the manufacture of semiconductors
VERSA PLANE	To Be Abandoned	I0294-2005	00	ORD	US	75/253968	06-Mar-97	2534376	29-Jan-02	Class : 09 Int Reconfigurable gas control systems subassemblies, namely, mounting planes and supports therefor used in the manufacture of semiconductor components.

TRADEMARK

REEL: 004152 FRAME: 0395

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

AIP/IS HOLDINGS, LLC

By: 

Title: Eric Baroyan, Vice President

CELERITY, INC.

By: _____

Title: _____

OBSIDIAN, LLC

By: Tennenbaum Capital Partners, LLC

Its: Sole Member

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

AIP/IS HOLDINGS, LLC

By: _____

Title:

CELERITY, INC.

By: _____

Title: Chief Financial Officer
10/19/09

OBSIDIAN, LLC

By: _____

Title:

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

AIP/IS HOLDINGS, LLC

By: _____

Title:

CELERITY, INC.

By: _____

Title:

OBSIDIAN, LLC

By: Tennenbaum Capital Partners, LLC

Its: Sole Member

By:  _____

Name: D RAGNBERG JK

Title: PARTNER