

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Tegal Corporation		03/19/2010	CORPORATION: DELAWARE
Sputtered Films, Inc.		03/19/2010	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	OEG-TEG, LLC		
<b>Street Address:</b>	2120 West Guadalupe Road		
<b>City:</b>	Gilbert		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85233		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: ARIZONA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2967426	980	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(602)264-7033		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	602-650-2000		
<b>Email:</b>	uspt@polsinelli.com		
<b>Correspondent Name:</b>	Christine Meis McAuliffe		
<b>Address Line 1:</b>	One East Washington Street		
<b>Address Line 2:</b>	Suite 1200		
<b>Address Line 4:</b>	Phoenix, ARIZONA 85004		
<b>ATTORNEY DOCKET NUMBER:</b>	OEG-TEG/NOEMI RIVERA		
<b>NAME OF SUBMITTER:</b>	Christine Meis McAuliffe		
<b>Signature:</b>	/Christine Meis McAuliffe/		

CH \$40.00 2967426

**900172682**

**TRADEMARK  
 REEL: 004286 FRAME: 0561**

Date:

09/29/2010

**Total Attachments: 6**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made and entered into as of as of this 19th day of March, 2010 (the "Effective Date"), by and among Tegal Corporation, a Delaware corporation ("Tegal"), Sputtered Films, Inc., a California corporation (together with Tegal, "Assignors") and OEG-TEG, LLC, an Arizona limited liability corporation ("Assignee"). Capitalized terms not otherwise defined herein shall have the meanings assigned to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignors and Assignee are parties to that certain Asset Purchase Agreement, dated March 19, 2010 (the "Purchase Agreement"), pursuant to which Assignors have agreed to assign to Assignee certain trademarks as listed on Exhibit A to this Assignment (the "Marks"); and

WHEREAS, to effect the transfer of the Marks as contemplated in the Purchase Agreement, Assignors and Assignee desire to enter into this Assignment.

NOW, THEREFORE, in consideration of the mutual promises of the parties, and for good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignors hereby sell, assign, transfer, convey and deliver to Assignee, all right, title, and interest, including common law rights, in the United States of America and all other countries and jurisdictions of the world in and to the Marks and all goodwill associated therewith, together with all claims for damages and other remedies by reason of past infringements of the Marks, whether arising prior to or subsequent to the date of this Assignment, along with the right to sue for and collect such damages and other remedies for the use and benefit of Assignee and its successors, assigns and other legal representatives. The Marks are conveyed subject to any and all licenses, permissions, consents or other rights that may have been granted by Assignors or their predecessors-in-interest with respect thereto prior to the Effective Date. Assignee hereby accepts this Assignment and assumes and agrees to observe and perform all of the duties, obligations, terms, provisions, and covenants of, and to pay and discharge, all of the Assumed Liabilities relating to the Marks.

2. Authorization. Assignors hereby authorize and request the Commissioner of Patents and Trademarks of the United States, and, in the case of any trademark applications filed with any office of any country or countries foreign to the United States, any officer of such country whose duty it is to issue trademark registrations or other evidence or forms of intellectual property protection or applications as aforesaid, to issue the same to Assignee and its successors, assigns and other legal representatives in accordance with the terms of this Assignment.

3. Conflicts. This Assignment is subject to and controlled by the terms of the Purchase Agreement, and in the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Further Actions. Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Assignment.

5. Relationship Between Parties. Assignee and Assignors shall at all times and for all purposes be deemed to be independent contractors and neither party, nor either party's employees, representatives, subcontractors or agents, shall have the right or power to bind the other party. This Assignment shall not itself create or be deemed to create a joint venture, partnership or similar association between Assignee and Assignors or any party's employees, representatives, subcontractors or agents.

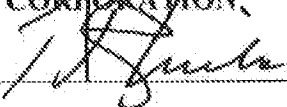
6. Counterparts. This Assignment may be executed in two or more counterparts, all of which, taken together, shall be considered to be one and the same instrument.

7. Entire Assignment. With the exception of the Purchase Agreement and the other Ancillary Agreement, this Assignment supersedes any arrangements, understandings, promises or agreements made or existing between the parties hereto prior to or simultaneously with this Assignment and, together with the Purchase Agreement and the other Ancillary Agreements, constitutes the entire understanding between the parties hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignors have caused this Trademark Assignment to be executed by their duly authorized representatives as of the Effective Date.

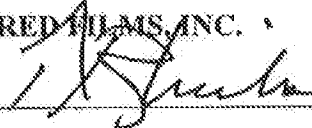
TEGAL CORPORATION,

  
\_\_\_\_\_

Name: Thomas R. Mika

Title: President and Chief Executive Officer

SPUTTERED FILMS, INC. \*

  
\_\_\_\_\_

Name: Thomas R. Mika

Title: President and Chief Executive Officer

*Signature Page to Trademark Assignment*

**TRADEMARK**  
**REEL: 004286 FRAME: 0565**

IN WITNESS WHEREOF, Assignee has caused this Trademark Assignment to be executed by its duly authorized representatives as of the Effective Date.

OEG-TEG, LLC

Wayne Jeveli

Name: Wayne Jeveli

Title: Manager

*Signature Page to Trademark Assignment*

**TRADEMARK**  
**REEL: 004286 FRAME: 0566**

Exhibit A  
Trademarks

Registered Trademarks:		US	1/30/2001	76/201,858	7/12/2005	2,967,426	7/12/2015	Registered
1140US0	980							
Unregistered Trademarks:								
	981							
	983							
	980ACS							
	981ACS							
	900e							
	901e							
	903e							
	901g							
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