

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OEM Group, Inc.		10/07/2010	CORPORATION: ARIZONA
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	39200 Six Mile Road		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	A Texas Banking Association: TEXAS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1680113	ECLIPSE	
Serial Number:	77596549	OEM GROUP	
Serial Number:	77596555	OEM GROUP	
Serial Number:	77596533	OEM GROUP	
Serial Number:	77596542	OEM GROUP	
CORRESPONDENCE DATA			
Fax Number:	(313)496-8454		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3134967562		
Email:	spano@millercafield.com		
Correspondent Name:	Kristen I. Spano		
Address Line 1:	150 West Jefferson Avenue		
Address Line 2:	Suite 2500		
Address Line 4:	Detroit, MICHIGAN 48226		
ATTORNEY DOCKET NUMBER:	146283-11		

CH \$140.00 1680113

900173483

**TRADEMARK
 REEL: 004292 FRAME: 0752**

NAME OF SUBMITTER:	Kristen I. Spano
Signature:	/Kristen I. Spano/
Date:	10/08/2010
Total Attachments: 11 source=Security Agreement OEM Group and OEG-TEG LLC#page1.tif source=Security Agreement OEM Group and OEG-TEG LLC#page2.tif source=Security Agreement OEM Group and OEG-TEG LLC#page3.tif source=Security Agreement OEM Group and OEG-TEG LLC#page4.tif source=Security Agreement OEM Group and OEG-TEG LLC#page5.tif source=Security Agreement OEM Group and OEG-TEG LLC#page6.tif source=Security Agreement OEM Group and OEG-TEG LLC#page7.tif source=Security Agreement OEM Group and OEG-TEG LLC#page8.tif source=Security Agreement OEM Group and OEG-TEG LLC#page9.tif source=Security Agreement OEM Group and OEG-TEG LLC#page10.tif source=Security Agreement OEM Group and OEG-TEG LLC#page11.tif	



INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "Agreement") is made as of October 7, 2010, by and among OEM GROUP, INC., an Arizona corporation ("OEM Group"), OEM SPARES, INC., an Arizona corporation ("OEM Spares"), OEM TECHNOLOGIES, LLC, an Arizona limited liability company ("OEM Technologies") and OEG-TEG, LLC, an Arizona limited liability company ("OEG-TEG", together with OEM Group, OEM Spares and OEM Technologies, "Grantor"), and COMERICA BANK ("Secured Party").

RECITALS

A. Secured Party has agreed to lend to OEM Group certain funds (the "Loan"), and OEM Group desires to borrow such funds from Secured Party pursuant to the terms of that certain Amended and Restated Loan and Security Agreement, dated as of October 7, 2010, (the "Loan Agreement"). All initially capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement).

B. OEM Spares, OEM Technologies and OEG-TEG each unconditionally guarantees the Loan pursuant to a Guaranty of even herewith.

C. In order to induce Secured Party to enter into the Loan Agreement, each Grantor has agreed to grant a security interest in certain intangible property to Secured Party for purposes of securing the obligations, whether direct or indirect, absolute or contingent, due or to become due now existing or hereafter arising, of each Grantor to Secured Party.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of each Grantor's present or future indebtedness, obligations and liabilities to Secured Party, each Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to such Grantor's entire right, title and interest in, to and under the following in the United States of America (all of which shall collectively be called the "Intellectual Property Collateral"):

(a) Any and all of such Grantor's United States of America copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all of such Grantor's trade secrets, and any and all of such Grantor's intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to such Grantor now or hereafter existing, created, acquired or held;

(d) All of such Grantor's United States of America patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any of such Grantor's United States of America trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of such Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights; and

(h) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Authorization and Request. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this security agreement.

3. Covenants and Warranties. Each Grantor represents, warrants, covenants and agrees as follows:

(a) Each Grantor is now the sole owner of the Intellectual Property Collateral of such Grantor, except for non-exclusive licenses granted by such Grantor to its customers in the ordinary course of business;

(b) Performance of this Agreement does not conflict with or result in a breach of any agreement to which such Grantor is party or by which such Grantor is bound, except to the extent that certain intellectual property agreements prohibit the assignment of the rights thereunder to a third party without the licensor's or other party's consent and this Agreement constitutes an assignment;

(c) During the term of this Agreement, no Grantor will transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for liens in favor of THL Credit that are junior to Secured Party pursuant to the terms of a subordination agreement in form and content acceptable to Secured Party, non-exclusive licenses granted by such Grantor in the ordinary course of business or as set forth in this Agreement;

(d) To the best of each Grantor's knowledge, each of the Patents is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party;

(e) Each Grantor shall register or apply to be registered (to the extent not already registered or applied for) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, those intellectual property rights listed on Exhibits A, B and C hereto within thirty (30) days of the date of this Agreement. Each Grantor shall register or apply to be registered with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, those additional intellectual property rights developed or acquired by such Grantor from time to time in connection with any product prior to the sale or licensing of such product to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C);

(f) Each Grantor shall promptly give Secured Party written notice of any applications or registrations of any additional intellectual property rights filed by such Grantor with the United States Patent and Trademark Office, including the date of such filing and the registration or application numbers, if any.

(g) Each Grantor shall (i) give Secured Party not less than thirty (30) days prior written notice of the filing by such Grantor of any applications or registrations of any additional intellectual property rights with the United States Copyright Office, including the title of such intellectual property rights to be registered, as such title will appear on such applications or registrations, and the date such applications or registrations will be filed, and (ii) prior to the filing of any such applications or registrations, shall execute such

documents as Secured Party may reasonably request for Secured Party to maintain its perfection in such intellectual property rights to be registered by such Grantor, and upon the request of Secured Party, shall file such documents simultaneously with the filing of any such applications or registrations. Upon filing any such applications or registrations with the United States Copyright Office, each Grantor shall promptly provide Secured Party with (i) a copy of such applications or registrations, without the exhibits, if any, thereto, (ii) evidence of the filing of any documents requested by Secured Party to be filed for Secured Party to maintain the perfection and priority of its security interest in such intellectual property rights, and (iii) the date of such filing.

(h) Each Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter, a report signed by such Grantor, in form reasonably acceptable to Secured Party, listing any applications or registrations that such Grantor has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations. Each Grantor shall promptly advise Secured Party of any material change in the composition of the Intellectual Property Collateral, including but not limited to any subsequent ownership right of such Grantor in or to any Trademark, Patent or Copyright not specified in Exhibits A, B and C to this Agreement;

(i) Each Grantor shall promptly execute, deliver or file such additional instruments and documents and take such further actions as Secured Party may reasonably request from time to time to perfect, continue the perfection or maintain the priority of Secured Party's security interest in the Intellectual Property Collateral;

(j) Each Grantor shall use commercially reasonable efforts to: (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights; (ii) detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected; and (iii) not allow any Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which shall not be unreasonably withheld, unless such Grantor determines that reasonable business practices suggest that abandonment is appropriate;

(k) Secured Party may audit each Grantor's Intellectual Property Collateral to confirm compliance with this Section 3, provided such audit may not occur more often than once per year, unless an Event of Default has occurred and is continuing. Secured Party shall have the right, but not the obligation, to take, at each Grantor's sole expense, any actions that such Grantor is required under this Section 3 to take but which such Grantor fails to take within fifteen (15) days of notice thereof to such Grantor. Each Grantor shall reimburse and indemnify Secured Party for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 3.

(l) This Agreement creates in favor of Secured Party, and in the case of after acquired Intellectual Property Collateral, at the time such Grantor first has rights in such after acquired Intellectual Property Collateral this Agreement will create in favor of Secured Party, a valid and perfected first priority security interest in the Intellectual Property Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Agreement upon making the filings referred to in clause (j) below;

(m) Except for, and upon, the filing with (and proper indexing by) the applicable state agencies, the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights such documents (and the payment of all applicable fees) as are necessary to perfect the security interests created hereunder, and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body is required either (i) for the grant by each Grantor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by each Grantor in the U.S. or (ii) for the perfection in the United States or the exercise by Secured Party of its rights and remedies hereunder;

(n) All information heretofore, herein or hereafter supplied to Secured Party by or on behalf of each Grantor with respect to the Intellectual Property Collateral is accurate and complete in all material respects;

(o) No Grantor shall enter into any agreement that would materially impair or conflict with such Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. No Grantor shall permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in such Grantor's rights and interests in any property included within the definition of the Intellectual Property Collateral acquired under such contracts, except that certain contracts may contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts if such Grantor is required, in its commercially reasonable judgment, to accept such provisions; and

(p) Upon any executive officer of a Grantor obtaining actual knowledge thereof, such Grantor will promptly notify Secured Party in writing of any event that materially adversely affects the value of any Intellectual Property Collateral, the ability of such Grantor to dispose of any Intellectual Property Collateral or the rights and remedies of Secured Party in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

4. Secured Party's Rights. Secured Party shall have the right, but not the obligation, to take, at each Grantor's sole expense, any actions that such Grantor is required under this Agreement to take but which such Grantor fails to take, after fifteen (15) days' notice to such Grantor. Each Grantor shall reimburse and indemnify Secured Party for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 4.

5. Inspection Rights. Each Grantor hereby grants to Secured Party and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to such Grantor, any of such Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six month period) that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to such Grantor and as often as may be reasonably requested.

6. Further Assurances; Attorney-in-Fact.

(a) On a continuing basis, each Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) Each Grantor hereby irrevocably appoints Secured Party as such Grantor's attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining each Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B and Exhibit C, thereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by any Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which a Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of any Grantor where permitted by law, and (iii) after the occurrence of an Event of Default, to transfer the Intellectual Property Collateral into the name of Secured Party or a third party to the extent permitted under the Arizona Uniform Commercial Code.

7. Events of Default. The occurrence of any of the following shall constitute an Event of Default under the Agreement:

(a) An Event of Default occurs under the Loan Documents; or

(b) Any Grantor breaches any warranty or agreement made by such Grantor in this Agreement and, as to any breach that is capable of cure, such Grantor fails to cure such breach within five (5) days of the occurrence of such breach.

8. Remedies. Upon the occurrence and continuance of an Event of Default, Secured Party shall have the right to exercise all the remedies of a secured party under the Arizona Uniform Commercial Code, including without limitation the right to require each Grantor to assemble the Intellectual Property Collateral and any tangible property in which Secured Party has a security interest and to make it available to Secured Party at a place designated by Secured Party. Secured Party shall have a nonexclusive, royalty free license to use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit Secured Party to exercise its rights and remedies upon the occurrence of an Event of Default. Each Grantor will pay any expenses (including reasonable attorneys' fees) incurred by Secured Party in connection with the exercise of any of Secured Party's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Secured Party's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

9. Indemnity. Each Grantor agrees to defend, indemnify and hold harmless Secured Party and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement; and (b) all losses or expenses in any way suffered, incurred, or paid by Secured Party as a result of or in any way arising out of, following or consequential to transactions between Secured Party and a Grantor, whether under this Agreement or otherwise (including without limitation reasonable attorneys' fees and reasonable expenses), except for losses arising from or out of Secured Party's gross negligence or willful misconduct.

10. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

11. Attorneys' Fees. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

12. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto.

13. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

14. Arizona Law and Jurisdiction; Jury Waiver. This Agreement shall be governed by the laws of the State of Arizona, without regard for choice of law provisions. Each Grantor and Secured Party consent to the exclusive jurisdiction of any state or federal court located in Santa Clara County, Arizona. EACH GRANTOR AND SECURED PARTY EACH WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THE LOAN DOCUMENTS, THIS AGREEMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTORS:

Address of Grantors:

2120 W. Guadalupe Road
Gilbert, Arizona 85233

OEM GROUP, INC.
an Arizona corporation

By: Wayne M. Jevell
Wayne Jevell
Its: President

Attn: Wayne Jevell

OEM SPARES, INC.
an Arizona corporation

By: Wayne M. Jevell
Wayne Jevell
Its: President

OEM TECHNOLOGIES, LLC
an Arizona limited liability company

By: Wayne M. Jevell
Wayne Jevell
Its: Manager

OEG-TEG, LLC
an Arizona limited liability company

By: Wayne M. Jevell
Wayne Jevell
Its: Manager

SECURED PARTY

Address of Secured Party:

38200 Six Mile Road
Livonia, MI 48152

COMERICA BANK

By: Matthew J. [Signature]
Its: VICE PRESIDENT



EXHIBIT A

Copyrights

None

EXHIBIT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

EXHIBIT B

Patents

Owner	Country	Title	Registration/ Application Number	Registration/ Filing Date
OEM Group, Inc.	US	PLASMA ETCH SYSTEM	5958139	9/28/1999
OEM Group, Inc.	US	PLASMA ETCH SYSTEM	6120610	9/19/2000
OEM Group, Inc.	US	INTEGRATED SEMICONDUCTOR WAFER PROCESSING SYSTEM	5672239	9/30/1997
OEM Group, Inc.	US	APPARATUS FOR, AND METHOD OF, REMOVING HYDROCARBONS FROM THE SURFACE OF A SUBSTRATE	5914017	6/22/1999
OEM Group, Inc.	US	PLASMA ETCH REACTOR AND METHOD	6500314	12/31/2002
OEM Group, Inc.	US	PLASMA ETCH REACTOR AND METHOD	6620335	9/16/2003
OEM Group, Inc.	US	PLASMA ETCH REACTOR AND METHOD	7223699	5/29/2007
OEM Group, Inc.	US	PLASMA ETCH REACTOR AND METHOD FOR EMERGING FILMS	6048435	4/11/2000
OEM Group, Inc.	US	PLASMA ETCH REACTOR AND METHOD FOR EMERGING FILMS	6410448	6/25/2002
OEM Group, Inc.	US	PLASMA ETCH REACTOR AND METHOD FOR EMERGING FILMS	6190496	2/20/2001
OEM Group, Inc.	US	METHOD AND APPARATUS FOR ETCHING A SEMICONDUCTOR WAFER WITH FEATURES HAVING VERTICAL SIDEWALLS	6127277	10/31/2000
OEM Group, Inc.	US	METHOD OF DEPOSITING MATERIALS ON A WAFER TO ELIMINATE THE EFFECT OF CRACKS IN THE DEPOSITION	6086947	7/11/2000
OEM Group, Inc.	US	APPARATUS FOR, AND METHOD OF, DEPOSITING A FILM ON A SUBSTRATE	6605198	8/12/2003
OEM Group, Inc.	US	METHOD AND APPARATUS FOR ETCHING A SEMICONDUCTOR WAFER WITH FEATURES HAVING VERTICAL SIDEWALLS	6492280	12/10/2002
OEM Group, Inc.	US	PLASMA ETCH SYSTEM	5985089	11/16/1999
OEM Group, Inc.	US	PLASMA ETCH REACTOR AND METHOD	6905969	6/14/2005
OEM Group, Inc.	US	A METHOD FOR MINIMIZING	6046116	4/4/2000

EXHIBIT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

Owner	Country	Title	Registration/ Application Number	Registration/ Filing Date
		THE CRITICAL DIMENSION GROWTH OF A FEATURE ON A SEMICONDUCTOR WAFER		
OEM Group, Inc.	US	METHOD AND APPARATUS FOR MINIMIZING SEMICONDUCTOR WAFER ARCING DURING SEMICONDUCTOR WAFER PROCESSING	6346428	2/12/2002
OEM Group, Inc.	US	METHOD AND APPARATUS FOR MINIMIZING SEMICONDUCTOR WAFER ARCING DURING SEMICONDUCTOR WAFER PROCESSING	6406925	6/18/2002
OEM Group, Inc.	US	PLASMA ETCH REACTOR HAVING A PLURALITY OF MAGNETS	6354240	3/12/2002
OEM Group, Inc.	US	METHOD FOR MINIMIZING THE CRITICAL DIMENSION GROWTH OF A FEATURE ON A SEMICONDUCTOR WAFER	6774046	8/10/2004
OEM Group, Inc.	US	REACTOR WITH HEATED AND TEXTURED ELECTRODES AND SURFACES	7439188	10/21/2008
OEM Group, Inc.	US	COBALT SILICIDE ETCH PROCESS AND APPARATUS	6486069	11/26/2002
OEM Group, Inc.	US	DUAL DEGAS/COOL LOADLOCK CLUSTER TOOL	6235656	5/22/2001
OEM Group, Inc.	US	DUAL DEGAS/COOL LOADLOCK CLUSTER TOOL	6562141	5/13/2003
OEM Group, Inc.	US	FLAT MAGNETRON	6783638	8/31/2004
OEM Group, Inc.	US	PERMANENT ADHERENCE OF THE BACK END OF A WAFER TO AN ELECTRICAL COMPONENT OR SUB-ASSEMBLY	7208396	4/24/2007
OEM Group, Inc.	US	CLUSTER TOOL WITH A HOLLOW CATHODE ARRAY	6830664	12/14/2004
OEM Group, Inc.	US	SYSTEM FOR, AND METHOD OF, ETCHING A SURFACE ON A WAFER	7270729	9/18/2007
OEM Group, Inc.	US	MAGNETRON WITH CONTROLLED DC POWER	6824653	11/30/2004
OEM Group, Inc.	US	REACTIVE SPUTTERING OF SILICON NITRIDE FILMS BY RF SUPPORTED DC MAGNETRON	7179350	2/20/2007
OEM Group, Inc.	US	SYSTEM FOR, AND METHOD OF, ETCHING A SURFACE ON A WAFER	7467598	12/23/2008

EXHIBIT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

Owner	Country	Title	Registration/ Application Number	Registration/ Filing Date
OEM Group, Inc.	US	DRY ETCH STOP PROCESS FOR ELIMINATING ELECTRICAL SHORTING IN MRAM DEVICE STRUCTURES	7645618	1/12/2010
OEM Group, Inc.	US	SYSTEM AND METHOD FOR PROCESSING A WAFER INCLUDING STOP-ON-ALUMINUM PROCESSING	7169623	1/30/2007

Pending Patent Applications

Owner	Country	Title	Application Number	Filing Date
OEM Group, Inc.	US	REACTOR WITH HEATED AND TEXTURED ELECTRODES AND SURFACES	12/203022 (20080318432)	9/2/2008
OEM Group, Inc.	US	MAGNETRON WITH ADJUSTABLE TARGET POSITIONING	10/371862 (20040163952)	2/21/2003
OEG-TEG, LLC ¹	US	HIGH-ADHESIVE BACKSIDE METALLIZATION	11/863046 (20080083611)	9/27/2007
OEG-TEG, LLC ¹	US	STRESS ADJUSTMENT IN REACTIVE SPUTTERING	12/411301 (20090242392)	3/25/2009
OEG-TEG, LLC ¹	US	STRESS ADJUSTMENT IN REACTIVE SPUTTERING	12/411357 (20090242388)	3/25/2009
OEG-TEG, LLC ¹	US	CONTROL OF CRYSTAL ORIENTATION AND STRESS IN SPUTTER DEPOSITED THIN FILMS	12/411369 (20090246385)	3/25/2009
OEG-TEG, LLC	US	SPUTTER DEPOSITION OF CERMET RESISTOR FILMS WITH LOW TCR	61/180884	3/25/2009
OEM Group, Inc.	US	DRY ETCH STOP PROCESS FOR ELIMINATING ELECTRICAL SHORTING IN MRAM DEVICE STRUCTURES	12/552664 20100022030	9/2/2009

¹ The Patent Assignment dated March 19, 2010 by and among Tegal Corporation ("Tegal"), Sputtered Films, Inc., a wholly-owned subsidiary of Tegal ("SFI" and together with Tegal, the "Assignors") and OEG-TEG, LLC ("Assignee") will be filed to reflect that Assignee is the record owner of these patent applications.

EXHIBIT C

Trademarks

Owner	Country	Title	Registration Number	Registration/Filing Date
OEM Group, Inc.	US	ECLIPSE	1680113	3/24/1992
OEG-TEG, LLC	US	980	2967426	7/12/2005
OEM Group, Inc.	US	OEM GROUP (Stylized)	77-596549 (ITU)	8/17/2010
OEM Group, Inc.	US	OEM GROUP (Stylized)	77-596555 (ITU)	8/17/2010
OEM Group, Inc.	US	OEM GROUP and Design	77-596533 (ITU)	8/17/2010
OEM Group, Inc.	US	OEM GROUP and Design	77-596542 (ITU)	8/17/2010

The following unregistered common law marks were acquired from Tegal Corporation by OEG-TEG, LLC via a Trademark Assignment dated March 19, 2010 by and among Tegal Corporation ("Tegal"), Sputtered Films, Inc., a wholly-owned subsidiary of Tegal ("SFI" and together with Tegal, the "Assignors") and OEG-TEG, LLC ("Assignee"), and represent the model numbers for the purchased products and associated rights.

Unregistered Common Law Marks Owned by OEG-TEG, LLC				
981	T903g	1511	6000	R-S-R
983	901	1512	6500	Endeavor
980ACS	903	1513	6510	EndeavorAT
981ACS	900ACS	1514	6510i	EndeavorEUV
900e	901ACS	1511e	6520	AMS SMT
901e	903ACS	1512e	6540	AMS MMT
903e	901gACS	1513e	6550	SMT
901g	903gACS	1514e	HRe	MMT
903g	915	1600	HRe Logo	SFI Logo
T901e	965	1611	Spectra	AMS Logo
T903e	905	1612	ACS	
T901g	1500	1614	Rinse-Strip-Rinse	