# 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
Ktech Corporation		06/14/2011	CORPORATION: CALIFORNIA
Poly-Flow Engineering, LLC		106/14/2011	LIMITED LIABILITY COMPANY:

#### **RECEIVING PARTY DATA**

Name:	Air Products and Chemicals, Inc.
Street Address:	7201 Hamilton Blvd.
City:	Allentown
State/Country:	PENNSYLVANIA
Postal Code:	18195
Entity Type:	CORPORATION: DELAWARE

#### PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1300209	ATCOR
Registration Number:	3836604	FLOWMASTER

### **CORRESPONDENCE DATA**

Fax Number: (610)481-7083 Phone: 610-481-6376

Email: mellotvk@airproducts.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Virginia Reda
Address Line 1: 7201 Hamilton Blvd.

Address Line 4: Allentown, PENNSYLVANIA 18195

ATTORNEY DOCKET NUMBER:	227TUS00853 227TUS00854
NAME OF SUBMITTER:	Virginia K. Reda
	TRADEMARK

REEL: 004733 FRAME: 0120

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Signature:	/Virginia K. Reda/
Date:	03/08/2012
Total Attachments: 7 source=Assignment Poly-Flow#page1.tif source=Assignment Poly-Flow#page2.tif source=Assignment Poly-Flow#page3.tif source=Assignment Poly-Flow#page4.tif source=Assignment Poly-Flow#page5.tif source=Assignment Poly-Flow#page6.tif source=Assignment Poly-Flow#page7.tif	

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# ASSIGNMENT OF INTELLECTUAL PROPERTY

#### between

# Ktech Corporation and Poly-Flow Engineering, LLC (Assignors) and Air Products and Chemicals, Inc. (Assignee)

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT, dated as of June 14, 2011, is made by and between Ktech Corporation, a California corporation, and Poly-Flow Engineering, LLC (collectively, "Assignor"), and Air Products and Chemicals, Inc., a Delaware corporation ("Assignee").

Whereas, Assignor and Assignee entered into that certain Asset Purchase Agreement dated June 14, 2011 (the "Asset Purchase Agreement") for the sale by Assignor to Assignee of the Assets as defined therein, including but not limited to the Seller Intellectual Property Rights as defined in Section 1.86 of said Asset Purchase Agreement.

Now therefore, in accordance with the Asset Purchase Agreement and for the consideration recited therein, Assignor does hereby (i) assign, transfer, convey, deliver and grant unto the Assignee, and (ii) confirm the assignment, transfer, conveyance, delivery and grant under that certain Bill of Sale, dated June [4], 2011, and executed in connection with the Asset Purchase Agreement (the "Bill of Sale") unto the Assignee, free and clear of all Liens, except Permitted Liens (as those terms are defined in the Asset Purchase Agreement) all right, title and interest, whether accrued, contingent or otherwise and whether now existing or hereafter acquired, in and to: (i) the Seller Intellectual Property Rights including, but not limited to, the Intellectual Property Rights described in Schedule 3.12(a) of the Asset Purchase Agreement (a copy of which is attached hereto); (ii) all tangible embodiments of such Intellectual Property Rights; (iii) the right to sue and recover for all past, present and future infringement and/or misappropriation of Seller Intellectual Property Rights; (iv) in the case of trademarks, any related goodwill; and (v) in the case of trade secrets, any related obligations of confidentiality of such trade secrets.

This Assignment is binding upon, and inures to the benefit of, the parties hereto and their respective successors and assignees.

This Assignment is being delivered pursuant to the Asset Purchase Agreement and associated Bill of Sale and is subject in all respects to the terms and conditions of said Agreement and Bill of Sale including, without limitation, the representations, warranties and covenants made therein.

Assignor will execute such additional documents as may be necessary for Assignee to perfect the transfer of the rights set forth herein and fulfill the requirements for the transfer of registration of any of the registered Intellectual Property Rights included within the Seller Intellectual Property Rights such as any patents, copyright registrations, trademark registrations and domain name registrations and for Assignee to be accepted as the registrant of such Intellectual Property Rights, such as standard Registrant Name Change Agreements for each

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domain name and Assignee's standard Copyright Assignment Agreement for each registered copyright.

Assignor agrees that it will, as directed by Assignee, diligently pursue the modification of the domain name system records such that any primary and secondary server records associated with the domain names included in the Seller Intellectual Property Rights are changed as directed by the Assignee and that the technical, administrative, and billing contacts are changed as directed by the Assignee.

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In accordance with the foregoing, each of Assignor and Assignee has executed this assignment as of the date written below.

Date: June <u>14</u> , 2011			KTECH CORPORATION
			By: Steere & Downie Steven E. Downie President
STATE OF NEW MEXICO COUNTY OF BERNALILLO	) ) )	:SS	
The foregoing instrument we be a president of key and the properties of the properti	vas ackno	owledge orporati	Notary Public: Kathryn A. Jesionowski My commission expires: 30 June 2011  POLY-FLOW ENGINEERING, LLC  By Ktech Corporation, its Sole Member and Manager  By: Lewer E. Downie
STATE OF NEW MEXICO COUNTY OF BERNALILLO	) ) )	:SS	President
The foregoing instrument we Steven E. Downie, as President of Company of the Comp	as ackno Ktech (	owledge Corpora	Notary Public: Kathryn 1. Jesion west and manager of Poly-

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Date:	AIR PRODUCTS AND CHEMICALS, INC.
	By. C- FAR
	Name: Corning F: Painter Title: Vice President and General Manager, Global Electronics
Common wealth	
STATE OF <u>Pinnsigle a</u> COUNTY OF <u>Lehief</u> i	) :SS
The foregoing instrume	ent was acknowledged before me this Moday of Gara,
2011, by [27 21/15]	and General Manager Lyan Swimmer Lox
	Notary Public:  My commission expires:  ##25/2013
a <del>Maringan da</del> Maringan da Angaratan	COMMONWEALTH OF PENNSYLVANIA
	[Schedule 3.12(a) Follows] Lymn German Long Notes & Public

# Schedule 3.12(a)

# Seller Intellectual Property Rights

[See Tab. No. 2]

#### Schedule 3.12(a)

# Seller Intellectual Property Rights

# (I) <u>ISSUED PATENTS.</u>

#### (a.) United States Patents.

U.S. Patent No. 6,248,177, entitled Method of Cleaning a Wafer Carrier;

U.S. Patent No. 6,926,017, entitled Wafer Container Washing Apparatus; and

U.S. Patent No. 7,216,655, entitled Wafer Container Washing Apparatus.

#### (b.) Foreign Patents.

Singapore Patent No. 74,479, entitled A Method of Cleaning a Wafer Carrier; corresponding to U.S. Patent No. 6,248,177;

Hong Kong Patent No. HK1046660, entitled *Container Washing Apparatus*; corresponding to U.S. Patent No. 6,248,177

Chinese Patent No. 998037109, entitled An Apparatus and Method of Cleaning a Wafer Carrier; corresponding to U.S. Patent No. 6,248,177

Japan Patent No. 4447165, entitled *Container Washing Apparatus*; corresponding to U.S. Patent No. 6,248,177 and

Republic of Korea Patent No. 560077, entitled *Container Washing Apparatus*, corresponding to U.S. Patent No. 6,248,177

#### (II) PENDING PATENT APPLICATIONS.

# (a.) United States Patent Applications.

U.S. Serial No. 12/474,237, entitled Fixture Drying Apparatus and Method;

#### (b.) Foreign Patent Applications.

PCT Application Serial No. PCT/US2009/045529, entitled Fixture Drying Apparatus and Method; [expired].

European Serial No. 99901383.2, entitled A Method of Cleaning a Wafer Carrier; European Serial No. 9767384.2, entitled Fixture Drying Apparatus and Method; Chinese Serial No. 200980129372.1, entitled Fixture Drying Apparatus and Method; Japanese Serial No. 2011-511832, entitled Fixture Drying Apparatus and Method; Republic of Korea Serial No. 10-2010-7029440, entitled Fixture Drying Apparatus and Method;

Singapore Serial No. 201008695-7, entitled Fixture Drying Apparatus and Method;

# (III) CURRENTLY-REGISTERED FEDERAL TRADEMARKS.

ATCOR, Reg. No. 1300209, for Machines for Cleaning Semiconductor Handling Equipment; and

TRADEMARK REEL: 004733 FRAME: 0127 FLOWMASTER, Reg. No. 3836604, Machines used for chemical management and delivery to industrial processes in the field of semi-conductors and medicine, namely, pressure driven machines for slurry delivery and fluid delivery.

# (IV) COMMON LAW TRADEMARKS.

- 1. MultiSpec 277-II
- 2. ULTRA
- 3. HTC 8030
- 4. Process One
- 5. MultiSpec 280 Box & Cassette Cleaner
- 6. MultiSpec 277-I FOUP & FOSB Cleaner
- 7. Typhoon
- 8. OMNI 300
- 9. Typhoon SC
- 10. Double/Double
- 11. Vertical Furnace Quartzware Cleaner ("VFQC")
- 12. SurfacePro
- 13. Classic Quartz Etcher
- 14. FX-30
- 15. FX-60
- 16. OMNI Clean

RECORDED: 03/08/2012

# (V) <u>REGISTERED COPYRIGHTS.</u>

Copyright Registration No. TXu 1-692-542, entitle PLC GUI; and Copyright Registration No. TXu 1-688-162, entitled PLC Ladder Logic.

# (VI) TRADE SECRETS (INCLUDING PROPRIETARY INFORMATION)

Versa-valve injection mold and molding recipe;

Versa-valve finishing operations procedure in the machine shop;

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