

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
Metron Technology Distribution Corporation		07/08/2008	CORPORATION: ARIZONA
RECEIVING PARTY DATA			
Name:	OEM Surplus, Inc.		
Street Address:	2629 Rose Garden Ln.		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85050		
Entity Type:	CORPORATION: ARIZONA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1680113	ECLIPSE	
CORRESPONDENCE DATA			
Fax Number:	(602)264-7033		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	602-650-2000		
Email:	uspt@polsinelli.com		
Correspondent Name:	Christine McAuliffe		
Address Line 1:	One E. Washington St.,		
Address Line 2:	Suite 1200		
Address Line 4:	Phoenix, ARIZONA 85004		
ATTORNEY DOCKET NUMBER:	063707-418528		
NAME OF SUBMITTER:	Christine McAuliffe		
Signature:	/Christine McAuliffe/		

CH \$40.00 1680113

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**TRADEMARK
 REEL: 004289 FRAME: 0968**

Date:

10/04/2010

Total Attachments: 17

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BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT, is made as of *July 8*, 2008 (this "Agreement"), between METRON TECHNOLOGY DISTRIBUTION CORPORATION (the "Company") and OEM SURPLUS, INC. ("Purchaser"). The Company and Purchaser are referred to collectively in this Agreement as the "Parties."

RECITALS

WHEREAS, the Company and Purchaser are parties to an Agreement to Enter into Settlement, dated as of June 29, 2008 (the "Settlement Agreement"), providing for, among other things, the sale by the Company to Purchaser of the Designated Assets (as defined below).

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Assignment. In accordance with and subject to the terms of the Settlement Agreement, the Company hereby sells, assigns, transfers and conveys to Purchaser all of the Company's and the Company's affiliates' right, title and interest in, under and to the assets listed on Schedule 1 (the "Designated Assets") from and after the date of this Agreement. For avoidance of doubt, any assets that do not appear on Schedule 1 regardless of the location of such assets are not sold, assigned, transferred or conveyed to Purchaser.

2. Acceptance and Assumption. In accordance with and subject to the terms of the Settlement Agreement, Purchaser hereby (a) purchases and accepts the assignment, transfer and conveyance of the Company's right, title and interests in, under and to the Designated Assets, including without limitation, the Contracts listed in Schedule 1 hereto; and (b) assumes, undertakes and agrees to timely and duly pay, satisfy, perform and discharge all of the obligations and other liabilities of the Company under the Contracts listed in Schedule 1 that arise or require performance after the date of this Agreement (the "Assumed Liabilities").

3. Indemnity. From and after the date hereof, Purchaser shall defend, indemnify and hold harmless the Company and the Company's agents, directors, officers, employees, affiliates, successors and assigns (together with the Company, the "Indemnitees") from and against any and all Liabilities, demands, claims, fees, cost or expense of any nature arising under, resulting from any failure by Purchaser to timely and duly pay, satisfy, perform or discharge any of the Assumed Liabilities or any of the

obligations or liabilities of any kind arising out of Purchaser's assumption of the Assumed Liabilities or any legal proceeding related to any matter set forth in this Section 3.

4. Defense of Claims. In the event of the assertion or commencement by any Person of any claim or legal proceeding with respect to which Purchaser may become obligated to defend, indemnify and hold harmless any Indemnitee pursuant to this Agreement, Purchaser shall assume the defense of such claim or legal proceeding at the sole expense of Purchaser after the Company or such Indemnitee notifies Purchaser of such claim or legal proceeding. Purchaser shall proceed to defend such claim or legal proceeding in a diligent manner. Purchaser shall keep the Company or such Indemnitee informed of all material developments and events relating to such claim or legal proceeding. The Company or such Indemnitee, at its own expense, shall have the right to participate in the defense of such claim or legal proceeding. Purchaser shall indemnify and hold harmless the Indemnitee for any and all liabilities, demands, fees, costs or expenses incurred by such Indemnitee arising out of or resulting from any settlement, adjustment or compromise.

5. Miscellaneous Provisions.

a. Specific Performance. The Parties acknowledge and agree that the breach of this Agreement would cause irreparable damage and that the Parties will not have an adequate remedy at law. Therefore, the respective obligations of the Parties under this Agreement shall be enforceable by an award or decree of specific performance issued by the Arbitrator chosen pursuant to Section 5(c) or by any court of competent jurisdiction, and appropriate injunctive relief may be applied for and granted in connection therewith. Such remedies shall, however, be cumulative and not exclusive and shall be in addition to any other remedies which any Party may have under this Agreement or otherwise.

b. Further Assurances. The Company and the Purchaser each agrees to execute and deliver such other documents or agreements and to take such other action as may be reasonably necessary or desirable for the implementation of this Agreement and the consummation of the transactions contemplated hereby.

c. Tax Matters. The Company and the Purchaser shall cooperate fully, as and to the extent reasonably requested by other party, in connection with audit, litigation or other proceeding with respect to taxes. Such cooperation shall include the retention and (upon the request of the other party) the provision of records and information that are reasonably relevant to any such audit, litigation or other proceeding and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. The Company and the Purchaser will: (i) retain all books and records with respect to tax matters pertinent to the Designated Assets relating to any taxable period beginning before the date of this Agreement until the expiration of the statute of limitations (and, to the extent notified by

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any party, any extensions thereof) of the respective taxable periods, and to abide by all record retention agreements entered into with any taxing authority; and (ii) give the other party reasonable written notice prior to transferring, destroying or discarding any such books and records and, if any other party so requests, the Company or the Purchaser, as the case may be, will allow the other party, at such party's sole cost, to take possession of such books and records. The Company and the Purchaser, upon request, will use its commercially reasonable efforts to obtain any certificate or other document from any governmental body or any other person or entity as may be necessary to mitigate, reduce or eliminate any tax that would reasonably be expected to be imposed upon the Company or the Purchaser, as the case may be.

d. Arbitration. Any and all disputes, claims, controversies or disagreements ("Dispute(s)") arising out of or relating to this Agreement or the Settlement Agreement, or the construction or breach thereof, or any of the transactions contemplated by either of said Agreements, shall, subject to his ability and willingness to serve, be submitted to Karl Bayer for binding arbitration, and each Party to either of said Agreements hereby irrevocably agrees that all claims or defenses in respect of any such Dispute may be heard and determined by Karl Bayer or other arbitrator chosen in accordance with this Section 5(d), and agrees, further, that Karl Bayer's or such other arbitrator's determination of any such Dispute shall be final and binding upon the Parties and their permitted assigns (if any). The Parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the submission of any such Dispute to Karl Bayer for binding arbitration. If Karl Bayer is unable or unwilling to serve as Arbitrator, then the arbitration will be conducted before any other single mutually agreed person chosen by the parties to said agreements, or, failing agreement, before an arbitrator to be named by the United States District Court for the Western District of Texas (Austin Division). Each of the Parties agrees that the arbitrator's award in any such dispute may be enforced in any manner provided by law in any court of competent jurisdiction. Each of the Parties hereby consents to notice of or demand for the initiation of any arbitration proceeding brought pursuant to this Section 5(d) being served by any party to this Agreement or said Settlement Agreement in any arbitration proceeding by the mailing of a copy thereof in accordance with the provisions of Section 5(g). The arbitrator shall have the power to decide any such Dispute on principles of equity and good faith and applicable rules of law. The arbitrator shall also have the power to order the parties to pursue remedies of alternative dispute resolution, including mediation before the arbitrator or another person chosen by the mutual agreement of the parties or, failing agreement, by the arbitrator. Each party shall bear its own attorneys fees, costs and expenses and an equal share of the arbitrator's fees and expenses for any arbitration brought pursuant to this Section 5(d). The parties agree that the arbitrator shall follow such procedures as may be agreed upon among the parties and approved by the Arbitrator or, failing such agreement and approval, such procedures as may be established by the Arbitrator. The parties agree that the arbitrator may, in his discretion, refer to the AAA Commercial Rules in determining such procedures.

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e. Entire Agreement; Amendments and Waivers. This Agreement and the Settlement Agreement represent the entire understanding and agreement between the Parties with respect to the subject matter hereof and thereof, and this Agreement can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by the party against whom enforcement of any such amendment, supplement, modification or waiver is sought. No action taken pursuant to this Agreement, including without limitation, any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any warranty, covenant or agreement contained herein. The waiver by any party hereto of a breach of any provision of this Assignment and Assumption Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law.

f. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Texas without reference to such state's principles of conflict of laws.

g. Headings. The section headings of this Agreement are for reference purposes only and are to be given no effect in the construction or interpretation of this Agreement.

h. Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed given when delivered personally or mailed by certified mail, return receipt requested, to the Parties (and shall also be transmitted by facsimile to the persons receiving copies thereof) at the following addresses (or to such other address as a party may have specified by notice given to the other party pursuant to this provision):

If to the Company:

Applied Materials, Inc.
Corporate Business Development
3050 Bowers Avenue, M/S 0105
Santa Clara, CA 95054
Attention: Greg Psihas, Vice President,
Corporate Business Development
Facsimile: (408) 986-7260

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With copies (which shall not constitute notice) to:

Applied Materials, Inc.
2881 Scott Boulevard, M/S 2064
Santa Clara, CA 95050
Attention: Joseph Sweeney, Senior Vice President,
General Counsel and Corporate Secretary
Facsimile: (408) 563-4635

And

Cooley Godward Kronish LLP
Five Palo Alto Square
3000 El Camino Real
Palo Alto, CA 94306
Attention: Jennifer DiNucci, Esq.
Facsimile: (650) 849-7400

If to Purchaser:

OEM Surplus, Inc.
2629 E. Rose Garden Ln.
Phoenix, AZ 85050
Tel: 480-609-8565
Attention: Wayne Jeveli, President
Facsimile: 480-609-9132

With copies (which shall not constitute notice) to:

Watts Law Firm
Bank of America Plaza
Suite 100
300 Convent Street
San Antonio, Texas 78205
Attention: Mikal C. Watts
Ed Allred
Facsimile:

i. Severability. If any provision of this Agreement is invalid or unenforceable, the balance of this Agreement shall remain in effect.

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j. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Nothing in this Agreement shall create or be deemed to create any third party beneficiary rights in any person or entity not a party to this Agreement except as provided below. No assignment of this Agreement or of any rights or obligations hereunder may be made by either the Company or the Purchaser (by operation of law or otherwise) without the prior written consent of the other party hereto and any attempted assignment without the required consents shall be void.

k. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

l. Interpretation of Agreement. Each Party acknowledges that it has participated in the drafting of this Agreement, and any applicable rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in connection with the construction or interpretation of this Agreement. Whenever required by the context hereof, the singular number will include the plural, and vice versa. As used in this Agreement, the words "include" and "including," and variations thereof, will not be deemed to be terms of limitation, and will be deemed to be followed by the words "without limitation." Unless the context otherwise requires, references in this Agreement to "Sections" are intended to refer to Sections of this Agreement. The bold-faced headings contained in this Agreement are for convenience of reference only, will not be deemed to be a part of this Agreement and will not be referred to in connection with the construction or interpretation of this Agreement.

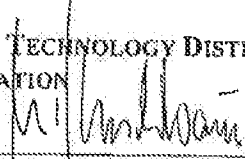
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IN WITNESS WHEREOF, the parties hereto have duly executed and delivered
this Agreement as of the date first written above.

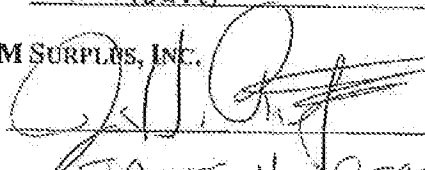
METRON TECHNOLOGY DISTRIBUTION
CORPORATION

By: 

Name: Manfred Kerschbaum

Title: President

OEM SURPLUS, INC.

By: 

Name: JAMES H. BEATTY

Title: CEO



SCHEDULE 1

Fixed Assets

SCHEDULE 1

Asset	CAR No.	Asset Description	Acq. Cost
206484	Metron (2003) Original Asset # 23000982	ELECTRICAL WORK	22,881
206611	Metron (2003) Original Asset # 23001110	Gilbert Fit Up	152,900
206482	Metron (2003) Original Asset # 23000980	GENERATOR	40,740
206523	Metron (2003) Original Asset # 23001022	COMPRESSOR	29,676
206661	Metron (2003) Original Asset # 23001171	Metron ESG CDA Air Dryer Upgrade	3,900
206524	Metron (2003) Original Asset # 23001023	DEMO TOOL	320,084
Grand Total			570,184
Leasehold Improvements			179,661
Mfg/Eng Equipment			70,416
Engineering Tools (2)			320,084
			570,184

Contracts

Wilmington Site Service Packages, dated November 7, 2007, by and between Applied Materials, Inc. and Analog Devices

Exclusive License Agreement, dated September 29, 2006, by and between Metron Technology, Inc. and AllWin21 Corporation

Amended and Restated Agreement for the Sale of the Product Business, dated February 25, 2002, by and among Metron Technology N.V., Mattson Thermal Products, Inc., Mattson Thermal Products GmbH and Mattson Technology, Inc.

Distribution and Sales Agreement, dated February 13, 2002, by and between Metron Technology, N.V. and Cannon Sales Co., Inc.

Terms of Contract between Metron and TM2C, LLC, May 6, 2004

Consignment Agreement, dated July 1, 2002, by and between Tokyo Electron Arizona, Inc. and Texas Instruments Incorporated

Royalty Agreement, dated July 1, 2003, by and between Quartzfab and Metron Technology

License Agreement, dated September 17, 2003, by and between Tokyo Electron Limited and Tokyo Electron Arizona, LLC. And Metron Technology Distribution Corporation

Records

Amat.com\folders\US-sites\AZ-Gilbert server location

H - drive employee server locations

All Legends information on localized hard drives

Any other server location containing Legends history (engineering, stockroom/shipping/receiving/customer service, finance, purchasing)

Document Control vaults - Eclipse/Heatpulse (files, dwgs, diskettes, EC's, OEM part spec, system build/construction files etc)

All hardcopy file cabinets relating to quotes, NOI's, system configurations/builds, office supplies, finance records , customer service orders/RMA's/etc

Applications Lab customer demo files

Iron Mountain archives (offsite)

Employee Email data

Building Assets

Gilbert Facility
Inventory
5/14/2008

Asset Location General	2	Water coolers (break room, Mfg) (Need to determine whether leased or owned)
Office Cubicles	68	Total cubicles (4 cubicles do not contain furniture)
	17	Occupied for Legends
	9	Occupied for Brooks or Ecosys
	42	Un-occupied
	104	Chairs located among all cubicles
	40	Phones
	25	Monitors w/ keyboards
	5	Desk Top Computers
	129	File cabinets / book shelves
	1	Over head projector
	1	Projector
	2	Xerox Copiers (Leased)
	8	Laser Printers
	1	Color Laser Printer
	3	Fax machines
	1	Table
	1	Mark II old style controller stand for testing HD.
		All related manuals for Eclipse and Heatpulse business
		Laptop and desktop computers used by employees who accept offers of employment from OEM Surplus
Closed Door Offices	13	Total Offices
	35	Chairs
	15	Phones
	4	Laser Printers
	1	Inkjet printer
	1	Fax
	6	Monitors & keyboards
	3	Wood Desks
	2	Wood Tables

721057 v2/HN

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3	Wood cabinets
2	Wood Book shelves
1	Paper shredder
8	Cabinets
3	Book shelves
2	Common controller test equipment
Warehouse	
5	Chairs
3	Computers, Monitor, Keyboards
4	Phones
7	Desks
13	File cabinets / book shelves
26	Wire rack or plastic carts w/wheels
1	Label maker
1	Laser printer
2	Printers
1	Dolly
3	Forklifts
1	Cherry picker
6	Pallet jacks (1 is electric)
3	Carousels
2	Flat carts
58	Inventory racks
2	Ladders
1	Shipping packing equipment (Pad N Pak)
5	Plastic carts
9	Metro carts
3	Secure Metro carts
2	Dolly's
2	Forklift chargers
7	Cabinets
4	File cabinets / book shelves
3	Additional shelves
4	Chairs
5	Work Stations
1	Lateral File
1	Tool box

Conference Rooms (Training, Quail, Gecko, Coyote Rooms)

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15 Tables
 2 Sony Monitors
 1 Video conferencing system
 1 Panasonic TV/VCR
 5 Phones
 93 Chairs

Break Room

10 Tables
 23 Chairs
 2 Microwaves
 2 Refrigerators

Document Control (Eclipse, Heatpulse)

2 OCE Printers
 1 Canon NP Printer 780
 23 Lateral Files
 28 File Cabinets
 9 Cabinets
 1 Microfiche file
 6 Bookcases
 12 Print file cabinets
 6 EASI Files
 37 Misc boxes

Labs (Engineering, Cp Lab)

11 Chairs
 12 Cabinets
 2 File Cabinet
 Bookcases
 11 Tables/Work Stations
 7 Computer work setups
 3 Toolboxes
 1 Cart
 9 PRI Series 100 control boxes
 10 Eclipse specific hardware bins (Misc Engineering parts)
 1 Belljar Test Stand (offsite)
 1 LPM Calibration Test Stand - Heatpulse (offsite)
 2 Robot test stands (PRI, Brooks)
 6 Oscilloscopes

2 NETDAQs
 1 Magnetic mapping unit (unclear whether operational)
 2 Heatpulse 610 (should be scrapped)
 2 Diagnostic computers
 1 Primus F/E
 2 Cubicles with Tech Support library info
 1 HSMS Engineering computer (on loan to ECOSYS)

Applications Laboratory Spares

54 Backplanes
 7 Power Supplies
 2 CFI pumps
 1 Automatch
 10 Magnet Packs
 25 Water Holders
 5 Loadarm latch plates
 9 TC wafers
 58 Targets
 3 RGA's
 2 Bird meters
 12 Cathode Adapters
 4 Conversion kits
 2 Belljars
 Miscellaneous (shields, vacuum lines, hoses, cabling, cassettes, IC boards, filter boxes)

Manufacturing

7 Ladders (2-8', 3-6', 2-2')
 1 Drill press
 1 Wire feeder
 4 Air pallets (with hose)
 1 50Hz power supply
 2 Garment cabinets
 3 Garment racks
 10 Cabinets
 Piece part bin carts (screws, washers, nuts, Cajon/Swagelok fittings, electrical
 pins/sockets/plugs/lugs, water fittings, KF flanges/clamps, air line connectors, water hose,
 heat shrink
 18 granite tables
 2 lateral file cabinets
 3 Mitutoyo CMM

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9	Vises
3	Tabletop tool boxes
2	HP Laser Printers
1	Vacuum cleaner
5	Wire/cable racks
16	Work stations
18	Wire racks
10	Metro carts
1	Step stool
1	Mini PDU test stand
2	Lift carts
22	Chairs
2	EEPROM testers
6	IC bins
2	File cabinets
5	Rolling tool box
1	Phone
4	Computers w/ monitors
1	Monitor w/ keyboard
2	Label makers
1	Novellus C1 test stand
1	Heatpulse robot test stand
8	Final test computers
1	Oscilloscope
1	HiLine supply bins
4	Bookcases (manuals/procedures)
12	Tables Stainless Steel
1	Eyewash
2	Toolboxes
1	Heatpulse QA Test rack
2	Acid/solvent cabinets
2	Metal step ladders
15	Retractable extension cords
	Soldering equipment
	All support equipment located in 2 chases (pumps, compressors, leak detection equipment including He bottle/lines, chillers)
Applications Laboratory	
6	Chairs
6	Cleanroom tables

5	Racks
1	Nanometric NanoSpec AFT Film Thickness Measurement System
1	Tencor P1 Surface Profiler
1	Tencor FLX-2908 Film Stress Measurement System
1	4-Dimensions Model 280C 4PI Probe
1	4-Dimensions Model 300 4PI Probe
1	Gaertner Scientific Ellipsometer
1	Kinectic Systems Vibraplane
1	Blue M Oven
1	Tool Box
1	Metro rack
1	Metro cart
1	Oscilloscope
1	Spare parts inventory for App Lab tool
1	Gas regulatory equipment

QCB

Trademarks

REFERENCE NO.	MARK	COUNTRY	APPLN NO.	CLASS-GOODS	FILING DATE	REG. NO.	REG. DATE
TELJ-04	ECLIPSE	Benelux ✓	744230	Semi-conductor manufacturing machine and apparatus. I.C.-9	4/5/1990	484575	5/2/1991
TELJ-05	ECLIPSE	Germany ✓	M67 1709 WZ	I.C.-9	4/11/1990	2098244	7/21/1995
TELJ-07	ECLIPSE	Italy	23002 C/90	I.C.-9	8/17/1990	615011	8/17/1990
TELJ-08	ECLIPSE	France ✓	00/3049837	I.C.-9	9/5/2000	00/3049837	2/16/2001
TELJ-09	ECLIPSE	Sweden ✓	90-03928	I.C.-9	4/24/1990	230835	2/28/1992
TELJ-10	ECLIPSE	USA ✓	74/047,239	I.C.-9	10/23/1990	1,680,113	3/24/1992
TELJ-11	ECLIPSE	S. Korea	90-10176	I.C.-9	4/12/1990	244583	7/24/1992
TELJ-12	ECLIPSE	Singapore	S/3170/90	I.C.-9	4/5/1990	3170/90	5/4/1990
TELJ-13	ECLIPSE	Gr. Britain ✓	1421824	I.C.-9	4/11/1990	1421824	7/10/1992
TELJ-16	ECLIPSE MARK IV LITE	Germany ✓	30141132	I.C.-9	7/7/2001	30141132	7/6/2002
TELJ-17	ECLIPSE MARK IV LITE	France ✓	13110419	I.C.-9	7/9/2001	13110419	12/14/2001
TELJ-22	ECLIPSE MARK IV LITE	Gr. Britain ✓	2,274,536	I.C.-9	7/5/2001	2274536	1/17/2003
TELJ-23	ECLIPSE MARK IV LITE	Japan	2001-076547	I.C.-9	8/23/2001	4623326	11/22/2002
TELJ-25	ECLIPSE	Japan	78274/90	I.C.-9	7/11/1990	2573479	9/30/1993
TELJ-26	ECLIPSE	Japan	49588/90	Sputtering targets made of metals- I.C.-6	4/27/1990	2523689	4/28/1993

TELJ-04
TELJ-05
TELJ-07
TELJ-08
TELJ-09
TELJ-10
TELJ-11
TELJ-12
TELJ-13
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