

07-24-2000



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**Conveyance Type**☐ Assignment☐ License☐ Merger☒ Security Agreement☐ Change of Name☐ Other**U.S. Government**

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☐ Departmental File☐ Secret File**Conveying Party(ies)**☐ Mark if additional names of conveying parties attached

Name (line 1) Veriteq, Inc.

Execution Date  
Month Day Year

05262000

Name (line 2)

**Second Party**

Name (line 1)

Execution Date  
Month Day Year

Name (line 2)

**Receiving Party**☐ Mark if additional names of receiving parties attached

Name (line 1) GREYROCK CAPITAL, a Division of Banc of America

Name (line 2) Commercial Finance Corporation

Address (line 1) 10880 Wilshire Blvd., Suite 1850

Address (line 2)

Address (line 3) Los Angeles

California

90024

City

State/Country

Zip Code

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

07/20/2000 DCOATES 00000193 09350568

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Mail documents to be recorded with required cover sheet(s) information to:  
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REEL: 010927 FRAME: 0313

**Correspondent Name and Address**

Area Code and Telephone Number

Name  Attn: Sebastian Camua

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Application Number(s) or Patent Number(s)**

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

**Patent Application Number(s)**

**Patent Number(s)**

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

**Patent Cooperation Treaty (PCT)**

Enter PCT application number  
only if a U.S. Application Number  
has not been assigned.

PCT

PCT

PCT

PCT

PCT

PCT

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment:  
Deposit Account

Enclosed ☐

Deposit Account ☐

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

☐

No

☐

**Statement and Signature**

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.*

Sebastian Camua

Name of Person Signing



Signature

06/27/00

Date

## SUPPLEMENT TWO

### TO

## PATENT AND TRADEMARK SECURITY AGREEMENT

This SUPPLEMENT TWO TO PATENT AND TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of May 26, 2000, is entered into between **VERTEQ, INC.**, a Delaware corporation ("Grantor"), which has a mailing address at 1241 East Dyer Road, Suite 100, Santa Ana, California 92705, and **GREYROCK CAPITAL**, a Division of Banc of America Commercial Finance Corporation (formerly Greyrock Business Credit, a Division of NationsCredit Commercial Corporation) ("Greyrock"), which has a mailing address at 10880 Wilshire Boulevard, Suite 1850, Los Angeles, California 90024.

### RECITALS

A. Grantor and Greyrock previously entered into a Patent and Trademark Security Agreement dated as of February 28, 1997 (the "Patent and Trademark Agreement"), which was recorded in the U.S. Patent and Trademark Office on March 17, 1997, Reel/Frame 1564/0814, with respect to the trademarks identified therein and on March 17, 1997, Reel/Frame 8401/0143, with respect to the patents identified therein;

B. Greyrock is providing financing to Grantor pursuant to the Loan and Security Agreement dated February 28, 1997 between Greyrock and Grantor (as amended from time to time, the "Loan Agreement"). Pursuant to the Loan Agreement, Grantor has granted to Greyrock a security interest in, *inter alia*, all of Grantor's present and future general intangibles, including without limitation the "Collateral" (as defined in the Patent and Trademark Security Agreement), to secure all of Grantor's present and future indebtedness, liabilities, guaranties and other obligations to Greyrock;

C. Grantor and Greyrock previously entered into a Supplement One to Patent and Trademark Security Agreement dated as of September 30, 1999 (the "First Supplement"), which was recorded in the U.S. Patent and Trademark Office on October 13, 1999, Reel/Frame 001974/0733, with respect to the trademarks identified therein and on October 13, 1999, Reel/Frame 010299/0367, with respect to the patents identified therein; and

D. Grantor is the owner of certain additional intellectual property, in which Grantor is granting a security interest to Greyrock, and to supplement Greyrock's rights in the Collateral, Grantor is executing and delivering this Supplement.

NOW THEREFORE, for valuable consideration, Grantor agrees as follows:

1. Exhibit B of the Patent and Trademark Security Agreement (a copy of which is attached hereto), as supplemented by Exhibit B-1 to the First Supplement (a copy of which is attached hereto), is hereby further supplemented by the addition of the patents and patent applications listed on Exhibit B-2 attached hereto, so that the "Collateral" (as defined in the Patents and Trademark Security Agreement) includes, without limitation, all of the patents and patent applications set forth in Exhibit B to the Patent and Trademark Security Agreement, Exhibit B-1 to the First Supplement and Exhibit B-2 attached to this Supplement.

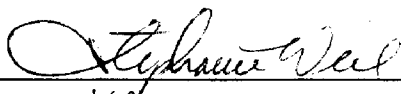
2. The Grantor represents and warrants that Exhibit B of the Patent and Trademark Security Agreement, Exhibit B-1 to the First Supplement, and Exhibit B-2 attached hereto, together constitute a true and complete schedule of all patents and patent applications owned or controlled by Grantor or licensed to Grantor.

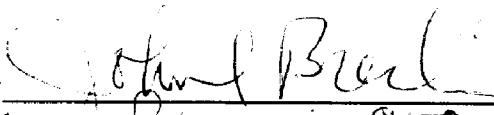
3. Except as modified herein, all terms and conditions of the Patent and Trademark Security Agreement shall continue in full force and effect, and Grantor represents and warrants to Greyrock that all representations and warranties set forth in the Patent and Trademark Security Agreement, as supplemented hereby, are true and correct.

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

GREYROCK CAPITAL, a  
Division of Banc of America  
Commercial Finance Corporation

VERTEQ, INC.

By   
Title VP

By   
Title President & CEO

SEMI-CONDUCTOR WAFER    11/20/73                      3,772,980  
PROCESSING APPARATUS

PRESSURE LIMITING DEVICE 11/20/73                      3,772,890  
FOR VEHICULAR BRAKE SYSTEMS

**PATENT APPLICATIONS**

<u>Description</u>	<u>Filing Date</u>	<u>Serial No.</u>
SEMICONDUCTOR WAFER CLEANING SYSTEM	10/20/93	08/140,290
SINGLE WAFER MEGASONIC	2/14/94	08/195,400
SEMICONDUCTOR WAFER CLEANING SYSTEM	_____	08/361,139
WAFER CLEAN SYSTEM	9/30/96	08/724,518

**VERTEQ, INC.****PATENTS**

<u>Patent Description/Title</u>	<u>Issue Date</u>	<u>Patent No.</u>
CENTIFUGAL WAFER PROCESSOR	2/25/86	4,571,850
CLEANING APPARATUS	2/14/89	4,804,007
MEGASONIC CLEANING APPARATUS	9/26/89	4,869,278
APPARATUS FOR TREATING WAFERS UTILIZING MEGASONIC ENERGY	8/8/89	4,854,337
MEGASONIC CLEANING APPARATUS	3/12/91	4,998,549
MEGASONIC CLEANING APPARATUS	8/6/91	5,037,481
SINGLE WAFER MEGASONIC SEMI-CONDUCTOR WAFER PROCESSING SYSTEM	2/25/92	5,090,432
SINGLE CHAMBER MEGASONIC ENERGY CLEANER	9/22/92	5,148,823
SINGLE WAFER MEGASONIC SEMI-CONDUCTOR WAFER PROCESSING SYSTEM	2/15/94	5,286,657
TUBE STYLE MEGASONIC TRANSDUCER	11/22/94	5,365,960
VAPOR PROCESSING SYSTEM	7/30/96	5,539,995
METHOD AND APPARATUS FOR DRYING SEMICONDUCTOR WAFERS	9/17/96	5,556,479
MEGASONIC CLEANING SYSTEM	7/9/96	5,534,076

Exhibit "B-1"

<u>Patent Description/Title</u>	<u>File/Apl. Date</u>	<u>Patent/Apl. No.</u>
Megasonic Cleaning Apparatus	05/11/93	B1 4,869,278
Megasonic Cleaning Apparatus	05/11/93	B1 4,998,549
Megasonic Cleaning Apparatus	05/11/93	B1 5,037,481
Centrifugal Wafer Processor	01/21/92	B1 4,571,850
(Mariole) Wafer Drying Method	06/29/98	09/103,930
VcS Semiconductor Cleaning System	08/11/97	08/910,033
VcS Semiconductor Cleaning System	07/24/97	08/899,732
VcS Semiconductor Cleaning System	08/07/97	08/908,330
VcS Semiconductor Cleaning System	08/07/97	08/908,345
Centrifugal Wafer Processor and Method	06/24/98	09/103,930
Gas Seal and support for Rotating Semiconductor Processor	03/17/98	09/040,176

**SUPPLEMENTAL LIST OF PATENTS**

<u>Patent Description/Title</u>	<u>Filing/Issue Date</u>	<u>Appl./Patent No.</u>
Semiconductor Wafer Cleaning System	08/12/97	5,656,097
Semiconductor Wafer Cleaning System	07/20/99	09/358,568
Wafer Cleaning System	09/30/96	6,039,059
Wafer Cleaning System	04/08/98	09/057,182