

Hon. Commissioner of Patents
and Trademarks
Box Assignments
Washington, D.C. 20231



101857586

Please record the attached original documents or copy thereof.

<p>1. Name and address of conveying party(ies):</p> <p>SPEEDFAM-IPEC, INC. 305 N. 54th Street Chandler, Arizona 85226</p> <p>19/24/01</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Z CAP, L.L.C. 4143 Rockledge Road Phoenix, Arizona 85044</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: February 16, 2001</p>	<p>4. Application/Patent numbers:</p> <p>A. Application No.(s) 09/442,574 09/614,602 PCT/US99/11095 PCT/US00/05071 09/434,079 PCT/US00/27371</p> <p>B. Patent No.(s) 6,021,791 6,146,468</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>William C. Cahill CAHILL, SUTTON & THOMAS P.L.C. 155 Park One 2141 E. Highland Avenue Phoenix, Arizona 85016</p> <p>(602)956-7000 Our Docket No: 6415</p>	<p>6. Total number of applications and patents involved: 8</p> <p>7. Total Recordation Fee (37 CFR 3.41) \$320.00</p> <p><input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number for charging any deficiencies or crediting any overpayments: 03-0088</p>

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DO NOT USE THIS SPACE

9. 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.

William C. Cahill Date: September 18, 2001
Name of Person Signing Signature

Total number of pages including cover sheet, attachments, and document: 6

EXHIBIT B

ASSIGNMENT OF ZCAP TECHNOLOGY, PATENTS AND PATENT APPLICATIONS

THIS ASSIGNMENT OF ZCAP TECHNOLOGY, PATENTS AND PATENT APPLICATIONS (this "Assignment") is entered into as of February 16, 2001 (the "Effective Date"), by and between: **SpeedFam-IPEC, Inc.**, an Illinois corporation having a principal place of business at 305 N. 54th Street, Chandler, Arizona ("Assignor"); and **Z Cap, L.L.C.**, an Arizona limited liability company, having a mailing address at 4143 Rockledge Road, Phoenix, Arizona 85044 ("Assignee").

RECITALS

A. Assignor is the sole owner of the ZCaP Patents and the ZCaP Technology that are used in connection with, and related to, a specialized cleaning system technology utilized by the semiconductor industry.

B. Assignee desires to acquire the ZCaP Patents and ZCaP Technology from Assignor and Assignor desires to transfer and assign the ZCaP Patents and ZCaP Technology to Assignee.

C. The parties have executed this Assignment to set forth the specific terms and conditions governing the transaction.

For valuable consideration; the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ASSIGNMENT

1. Assignor hereby irrevocably and permanently assigns to Assignee all of its right, title and interest in and to the ZCaP Patents, as described and defined in **Subsections 1.1 and 1.2**, and ZCaP Technology, as described and defined in **Subsection 1.3**, and all United States and International intellectual property rights relating to or arising from the ZCaP Patents and ZCaP Technology, including without limitation, all copyrights, trademarks, service marks, trade secrets, contract and licensing rights and all causes of action arising or accruing prior to or after the Effective Date for infringement or improper use. Assignor hereby quitclaims and assigns to Assignee any and all claims or causes of action of any type or nature which Assignor now has or may hereafter have for infringement of the ZCaP Patents and ZCaP Technology.

1.1 The ZCaP Patents shall include the following United States patents, patent applications and all substitute, continuation, continuation-in-part, divisional and other related applications based on, related to or derived from, in whole or in part, each of the patents, patent applications, inventions, claims or subject matter described or contained therein (collectively, the "U.S. Patents and Patent Applications"), including all patents resulting therefrom, all reissues, reexaminations and extensions thereof, including any and all rights of priority resulting from the filing of any such applications within the United States:

COUNTRY	REFERENCE No.	CLIENT	CLIENT	TYP	FILED	SERIAL#	ISSUED	PATENT #	STATUS
METHOD AND APPARATUS FOR IMMERSION CLEANING OF SEMICONDUCTOR DEVICES									
UNITED STATES	0195	FITCH	63878	FCA	6/29/98	09/106,066	2/8/00	6,021,791	ISSUED
UNITED STATES	0195C1	FITCH	64402	CIP	3/5/99	09/263,336	11/14/00	6,146,468	ISSUED
MALAYSIA	0195C1MY	FITCH	64402/MY	CEQ	3/3/00	PI2000083 1			PENDING
WIPO	0195C1PCT	FITCH	64402/PC	CEQ	2/28/00	PCT/US00/ 05071			PUBLISHED
TAIWAN	0195C1TW	FITCH	64402/ TW	CEQ	3/2/00	89103656			PENDING
UNITED STATES	0195C2	FITCH	66504	CON	11/18/99	09/442,574			PENDING
UNITED STATES	0195C2D1	FITCH	69408/5445	DIV	7/11/00	09/614,502			PENDING
GERMANY	0195DE	FITCH	63878/DE	CEQ	6/22/99	19928572.1			PUBLISHED
UNITED KINGDOM	0195GB	FITCH	63878/GB	CEQ	6/17/99	9914214.3			PUBLISHED
MALAYSIA	0195MY	FITCH	63878/MY	CEQ	6/25/99	PI 9902650			PENDING
UNITED STATES	0195P	SPEEDF AM- IPEC	34759.4100	NEW	3/19/98	60/078,602			EXPIRED
WIPO	0195PCT	FITCH	63878/PC	CEQ	5/19/99	US99/1109 5			PUBLISHED
TAIWAN	0195TW	FITCH	63878/TW	CEQ	6/29/99	88110956			PENDING
METHOD AND APPARATUS FOR SEMICONDUCTOR WAFER CLEANING WITH REUSE OF CHEMICALS									
UNITED STATES	0280	MERCH ANT	50001.22- US-PI	FCA	11/5/99	09/434,079			PENDING
MALAYSIA	0280MY	MERCH ANT	50001.22- MY-01	CEQ	10/3/00	PI 20004626			PENDING
UNITED STATES	0280P	MERCH ANT		NEW	10/6/99	60/157,980			INACTIVE
WIPO	0280PCT	MERCH ANT	50001.22- WO-U1	CEQ	10/4/00	US00/2737 1			PENDING
TAIWAN	0280TW	MERCH ANT	50001.22- TA-01	CEQ	10/5/00	89120786			PENDING

1.2 The ZCaP Patents shall further include all counterparts to the U.S. Patents and Patent Applications that have been or may be filed outside the United States or under the Patent Cooperation Treaty, whether pursued as a patent, an inventor's certificate, a utility model or similar undertaking, including all rights of priority based on the U.S. Patents and Patent Applications, further including all continuation, continuation-in-part, divisional, and other related applications based on, related to or derived from, in whole or in part, the non-U.S. counterparts (collectively, the "Non-U.S. Counterparts"), and still further including all patents, inventor's certificates, utility models, reissues, reexaminations and extensions resulting from any of the Non-U.S. Counterparts;

1.3 The ZCaP Technology shall include all technology, inventions, ideas, and applied and acquired science relating, directly related to, substantially related to or arising from the ZCaP Patents and/or any know-how, trade secrets or other proprietary and non-proprietary information based on, related to, or derived from the subject matter and inventions described in the ZCaP Patents. This includes any trademark, service mark or copyright rights related to, derived from or associated with any of the aforesaid patent or intellectual property rights. The ZCaP Technology shall also include all documentation of any type or nature directly related to, substantially related to or arising from the ZCaP Patents including, but not limited to, specifications, field notes, test results and correspondence.

2. Assignor retains no right to use, copy, distribute, disclose, transfer, license, assign or otherwise use the ZCaP Patents and ZCaP Technology and agrees not to challenge the validity of Assignee's ownership of the ZCaP Patents and ZCaP Technology.

3. If Assignor has any rights to the ZCaP Patents and ZCaP Technology that cannot be assigned to Assignee, Assignor unconditionally and irrevocably waives the enforcement of such rights and all claims, demands and causes of action of any kind against Assignee with respect to such rights, and agrees, without further consideration, at Assignee's request and expense, to consent to and join in any action against third parties to enforce such rights. If Assignor has any right to the ZCaP Patents and ZCaP Technology that cannot be assigned to Assignee or waived by Assignor, Assignor hereby grants any permission or approval rights Assignor has so that Assignee may continue to use such rights to the ZCaP Patents and ZCaP Technology. Assignor further agrees, without further consideration, to use its reasonable best efforts to assist Assignee in obtaining licenses or assignments of any such rights to the ZCaP Patents and ZCaP Technology. Assignee shall be responsible for the costs associated with such licenses or assignments.

4. Assignor agrees upon request and without further consideration in any and all countries: (a) to assist Assignee in prosecuting the ZCaP Patents, as well as opposition proceedings, reissue applications, reexaminations, and nullity or invalidity proceedings; (b) to provide the Assignee with information concerning the ZCaP Patents to enable the Assignee to obtain, secure and protect all of the rights in the ZCaP Patents and ZCaP Technology; (c) to sign papers, take oaths and testify in legal proceedings to enable Assignee to obtain, secure and protect the ZCaP Patents and ZCaP Technology; and (d) to perform all acts reasonably necessary to enable Assignee to obtain, secure and protect the ZCaP Patents and ZCaP Technology, including assistance in any proceedings pertaining to the ZCaP Patents and ZCaP Technology or to their enforcement. To the extent Assignee is unable to procure Assignor's cooperation in the foregoing, Assignor hereby irrevocably appoints Assignee as its attorney in fact to take all such actions and to execute such documents.

5. Assignor agrees to pay all costs and fees associated with the prosecution of all ZCaP Patents that accrue within forty-five (45) days of and/or are received within sixty (60) days of the Effective Date. Notwithstanding the foregoing, sixty (60) days following the Effective Date, all costs and fees associated with the prosecution of the ZCaP Patents shall be borne by each party in an amount to be calculated based on the party's percentage of ownership interest in Z Cap, L.L.C.

6. Assignor represents and warrants to the best of its knowledge that it is the sole and exclusive owner of and/or applicant to, without liens, mortgages, security interests, charges, claims, royalty obligations and encumbrances of any nature whatsoever, the ZCaP Patents and ZCaP Technology, that it has full legal authority and right to assign the rights assigned hereunder, and that it has not made and will not make any commitments, obligations, or further assignments of rights in the ZCaP Patents and ZCaP Technology.

IN WITNESS WHEREOF, the Assignor has executed this Assignment for the purposes stated herein.

ASSIGNOR:

SPEEDFAM-IPEC, INC.

By: Richard J. Faubert
Name: RICHARD J. FAUBERT
Title: PRESIDENT & CEO

ACKNOWLEDGED AND ACCEPTED BY:

ASSIGNEE:

Z CAP, L.L.C.

By: Z Amigo Cap, L.L.C., as Manager

By: Rich Tirendi
Rich Tirendi

in both his individual capacity and as joint owner of Z Amigo Cap LLC

By: Brad Sundin
Brad Sundin

in both his individual capacity and as joint owner of Z Amigo Cap LLC

By: Paul Dryer
Paul Dryer

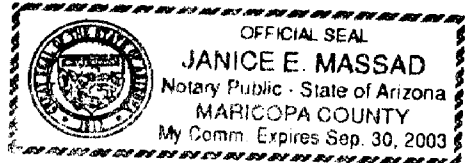
in both his individual capacity and as joint owner of Z Amigo Cap LLC

State of Arizona)
)ss.:
County of Maricopa)

The foregoing instrument was acknowledged before me on this 16th day of February, 2001, before me by Richard J. Faubert, the Pres. and CEO of SpeedFam-IPEC, Inc., on behalf of the corporation.

Janice E. Massad
Notary Public

My commission expires:
9/30/03



State of Arizona)
)ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 16th day of February, 2001 by Rich Tirendi in both his individual capacity and as joint owner of Z Amigo Cap LLC.

Janice E. Massad
Notary Public

My Commission Expires:
9/30/03

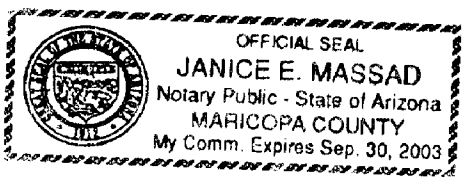


State of Arizona)
)ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 16th day of February, 2001 by Brad Sundin in both his individual capacity and as joint owner of Z Amigo Cap LLC.

Janice E. Massad
Notary Public

My commission expires:
9/30/03



State of Arizona)
)ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 16th day of February, 2001 by Brad Sundin in both his individual capacity and as joint owner of Z Amigo Cap LLC.

Janice E. Massad
Notary Public

My commission expires:
9/30/03

