

11-26-2002

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102293036

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): MEO 11-26-02 Legal Corporation
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: SILICON VALLEY BANK
Internal Address:
Street Address: 3003 Tasman Drive
City: Santa Clara State: CA Zip: 95054
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: 06/26/02

4. Application number(s) or patent number(s):
If this document is being filed together with a new application, the execution date of the application is:
A. Patent Application No.(s) See Attached
B. Patent No.(s) See Attached
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: LEVY, SMALL & LALLAS
Internal Address:
ATTN: ROBIN C. DUNN
Street Address: 815 Moraga Drive
City: Los Angeles State: CA Zip: 90049

6. Total number of applications and patents involved: 53
7. Total fee (37 CFR 3.41) \$ 2120.00
Enclosed
Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.
Robin C. Dunn
Name of Person Signing
Signature
November 25, 2002
Date

Total number of pages including cover sheet, attachments, and documents: 9

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

11/27/2002 GTDN11 00000060 5672239
01 FC:8021 2120.00 OP

PATENT REEL: 013506 FRAME: 0749

PATENTS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
1. Integrated Semiconductor Wafer Processing System	5,672,239	9/30/1997
2. Plasma Etch System	5,985,089	11/16/1999
3. Plasma Etch System	5,958,139	9/28/1999
4. Plasma Etch System (continuation application)	6,120,610	9/19/2000
5. Plasma Etch Reactor Having a Plurality of Magnets	6,354,240	3/12/2000
6. Plasma Etch Reactor Having a Plurality of Magnets	08/675,559	7/3/1996
7. Plasma Etch Reactor Having a Plurality of Magnets	09/455,641	12/7/1999
8. Plasma Etch Reactor and Method for Emerging Films	6,048,435	4/11/2000
9. Plasma Etch Reactor and Method for Emerging Films	09/384,858	8/27/1999
10. Plasma Etch Reactor and Method of Emerging Films	6,190,496	2/20/2001
11. Method & Apparatus for etching a Semiconductor Wafers with Features having vertical sidewalls	6,127,277	10/3/2000
12. Method & Apparatus for etching a Semiconductor Wafers with Features having vertical sidewalls	09/517,387	3/2/2000
13. Ignitor for a Microwave Sustained Plasma	4,888,088	12/19/1989
14. Plasma Etch Isotropy Control	4,889,588	12/26/1989
15. Spatula for Wafer Transport	4,867,631	9/19/1989
16. Selective Plasma Etching During Formation of Integrated Circuitry	4,687,543	8/18/1987
17. Xenon Enhanced Plasma Etching	4,786,359	11/22/1988
18. Magnetically Coupled Wafer Lift Pins	4,790,258	12/13/1988
19. Electrostatic Wafer Clamp	4,724,510	2/9/1988
20. Non-uniform Gas Inlet for Dry Etching Apparatus	4,780,169	10/25/1988

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
21. Optical Process for Determining the End-point of a Process Via Analog Multiplication of Photocell Signals	4,720,628	1/19/1988
22. Variable Duty Cycle, Multiple Frequency, Plasma Reactor	4,585,516	4/29/1986
23. Plasma Reactor with Removable Insert	4,793,975	12/27/1988
24. Dual Wavelength Sensor Which Employs Object as part of a Corner Reflector	4,697,089	9/29/1987
25. Spatula for Wafer Transport	4,984,954	1/15/1991
26. Plasma Reactor Apparatus and Method	4,464,223 06/538,593	8/7/1984 10/3/1984
27. Plasma Reactor Apparatus and Method	4,464,223 90/001,674	4/9/1991 12/20/1988
28. Plasma Reactor Removable Insert	4,585,920	4/29/1986
29. Vacuum Load Lock Apparatus	4,632,624	12/20/1986
30. Wafer Cassette Having Multi-directional Access	4,727,993	3/1/1988
31. Plasma Reactor Apparatus	4,579,618	4/1/1986
32. Process Monitor and Method Thereof	4,611,919	9/16/1986
33. Article Transport Apparatus	4,619,573	10/28/1986
34. Pin Lift Plasma Processing	4,624,728	11/12/1986
35. Modular Article Processing Machine and Method of Article Handling Therein	4,801,241	1/31/1989
36. A Method for Minimizing the Critical Dimension growth of a Feature on a Semiconductor Wafer	6,046,116	4/4/2000
37. A Method for Minimizing the Critical Dimension growth of a Feature on a Semiconductor Wafer	09/505,420	2/16/2000
38. A Method for Minimizing the Critical Dimension growth of a Feature on a Semiconductor Wafer	09/880,584	6/13/2001

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
39. Plasma Reactor with a Deposition Shield	6,006,694	12/28/1999
40. Plasma Reactor with a Deposition Shield	6,360,686	3/26/2002
41. Plasma Reactor with a Deposition Shield	6,173,674	1/16/2001
42. Plasma Reactor with a Deposition Shield	6,170,431	1/9/2001
43. Deposition Shield for a Plasma Reactor	09/881,425	6/14/2001
44. Method for Using a Hard Mask for Critical Dimension Growth Containment	6,287,975	9/11/2001
45. Method for Using a Hard Mask for Critical Dimension Growth Containment	09/692,007	10/19/2000
46. Method for Using a Hard Mask for Critical Dimension Growth Containment	10/045,318	11/9/2001
47. Method and Apparatus for Minimizing Semiconductor Wafer Arcing during Semiconductor Wafer Processing	6,346,428	2/12/2002
48. Method and Apparatus for Minimizing Semiconductor Wafer Arcing during Semiconductor Wafer Processing	09/712,707	11/14/2000
49. Method and Apparatus for Increasing Wafer Throughput Between Cleanings in Semiconductor Processing Reactors	09/086,105	5/28/1998
50. Improved Reactor with Heated and Textured Electrodes and Surfaces	09/453,842	12/2/1999
51. Reactor with Heated and Textured Electrodes and Surfaces	09/888,365	6/22/2001
52. Cobalt Silicide Etch Process and Apparatus	09/454,814	12/3/1999
53. Cobalt Silicide Etch Process and Apparatus	09/760,402	1/12/2001

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 26, 2002 by and between SILICON VALLEY BANK ("Secured Party") and TEGAL CORPORATION ("Grantor").

RECITALS

A. Secured Party and Borrower are entering into that certain Loan and Security Agreement by dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein which are not defined, have the meanings set forth in the Loan Agreement).

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Secured Party a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to all Intellectual Property and all other Collateral.

NOW, THEREFORE, as collateral security for the payment and performance when due of all of the Obligations, Grantor hereby grants, represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure all of the Obligations, Grantor grants and pledges to Secured Party a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (as defined in the Loan Agreement), including without limitation the following:

(a) All of present and future United States registered copyrights and copyright registrations, including, without limitation, the registered copyrights, maskworks, software, computer programs and other works of authorship subject to United States copyright protection listed in Exhibit A-1 to this Agreement (and including all of the exclusive rights afforded a copyright registrant in the United States under 17 U.S.C. §106 and any exclusive rights which may in the future arise by act of Congress or otherwise) and all present and future applications for copyright registrations (including applications for copyright registrations of derivative works and compilations) (collectively, the "Registered Copyrights"), and any and all royalties, payments, and other amounts payable to Borrower in connection with the Registered Copyrights, together with all renewals and extensions of the Registered Copyrights, the right to recover for all past, present, and future infringements of the Registered Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Registered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto.

(b) All present and future copyrights, maskworks, software, computer programs and other works of authorship subject to (or capable of becoming subject to) United States copyright protection which are not registered in the United States Copyright Office (the "Unregistered Copyrights"), whether now owned or hereafter acquired, including without limitation the Unregistered Copyrights listed in Exhibit A-2 to this Agreement, and any and all royalties, payments, and other amounts payable to Borrower in connection with the Unregistered Copyrights, together with all renewals and extensions of the Unregistered Copyrights, the right to recover for all past, present, and future infringements of the Unregistered Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Unregistered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto. The Registered

Copyrights and the Unregistered Copyrights collectively are referred to herein as the "Copyrights."

(c) All right, title and interest in and to any and all present and future license agreements with respect to the Copyrights.

(d) All present and future accounts, accounts receivable, royalties, and other rights to payment arising from, in connection with or relating to the Copyrights.

(e) All 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");

(f) All 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 Borrower connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(g) Any and all claims for damages by way of past, present and future infringements 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 rights identified above;

(h) 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;

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

(j) 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, and all license royalties and proceeds of infringement suits, and all rights corresponding to the foregoing throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part of the foregoing.

2. Loan Agreement. This security interest is granted in conjunction with the security interest granted to Secured Party under the Loan Agreement. The rights and remedies of Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Secured Party of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Party, of any or all other rights, powers or remedies.

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

(a) Subject to Section 8 (4) of the Schedule to the Loan Agreement, all of Borrower's present and future maskworks, software, computer programs and other works of

authorship subject to (or capable of becoming subject to) United States copyright protection, the sale, licensing or other disposition of which results in royalties receivable, license fees receivable, accounts receivable or other sums owing to Borrower (collectively, "Accounts"), have been and shall be registered with the United States Copyright Office prior to the date Borrower requests or accepts any Loan from Secured Party with respect to such Accounts and prior to the date Borrower includes any such Accounts in any accounts receivable aging, borrowing base report or certificate or other similar report provided to Secured Party, and Borrower shall provide to Secured Party copies of all such registrations promptly upon the receipt of the same.

(b) Borrower shall undertake all reasonable measures to cause its employees, agents and independent contractors to assign to Borrower all rights of authorship to any copyrighted material in which Borrower has or may subsequently acquire any right or interest.

(c) Borrower shall promptly advise Secured Party of any Trademark, Patent or Copyright not specified in this Agreement, which is hereafter acquired by Borrower.

(d) Subject to Section 8 (4) of the Schedule to the Loan Agreement, Borrower shall promptly register the most recent version of any of Borrower's Copyrights, which are not already so registered, and which are referred to in Section 3(a) above or which are material to its business, and shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral.

4. General. 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. This Agreement may be amended only by a written instrument signed by both parties hereto. To the extent that any provision of this Agreement conflicts with any provision of the Loan Agreement, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Loan Agreement. This Agreement, the Loan Agreement, and the other Loan Documents comprise the entire agreement of the parties with respect to the matters addressed in this Agreement. This Agreement shall be governed by the laws of the State of California, without regard for choice of law provisions. Borrower and Secured Party consent to the nonexclusive jurisdiction of any state or federal court located in Santa Clara County, California.

5. WAIVER OF RIGHT TO JURY TRIAL. SECURED PARTY AND BORROWER EACH HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO: (I) THIS AGREEMENT; OR (II) ANY OTHER PRESENT OR FUTURE INSTRUMENT OR AGREEMENT BETWEEN SECURED PARTY AND BORROWER; OR (III) ANY CONDUCT, ACTS OR OMISSIONS OF SECURED PARTY OR BORROWER OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS OR ANY OTHER PERSONS AFFILIATED WITH SECURED PARTY OR BORROWER; IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE.


IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

2201 South McDowell Blvd.
Petaluma, CA 94954

Grantor:

TEGAL CORPORATION


By: 
Title: CHAIRMAN, President & CEO
Name: MICHAEL L PARODI

Address of Secured Party:

3003 Tasman Drive
Santa Clara, California 95054

Secured Party:

SILICON VALLEY BANK

By: 
Title: VICE PRESIDENT

Form: 3/1/02
Document Version: -0

EXHIBIT A-1

REGISTERED COPYRIGHTS

(including copyrights that are the subject of an application for registration)

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
V4.02C (PT/20) 26-041-006 U1	TX-4-222-674	
MCFTASK.SRC	TX-4-222-675	
MCFTASK.SRC	TX-4-222-676	
V4.02G (PT/9) 26-041-016 U1	TX-4-222-677	
RFTASK.SRC	TX-4-222-678	
MFCTASK.SRC	TX-4-222-679	
901e plasma production etcher: system manual: vol. 1-2	TX-4-222-689	
T901e plasma production etcher: system manual: vol. 1-2	TX-4-222-690	
T903e plasma production etcher: system manual: vol. 1-2	TX-4-222-691	
903e plasma production etcher: system manual: vol. 1-2	TX-4-222-692	
9XX SECs user's manual	TX-5-340-216	

EXHIBIT A-2

UNREGISTERED COPYRIGHTS

None.

EXHIBIT B

PATENTS

Description

Registration/
Application
Number

Registration/
Application
Date

See attached list.

EXHIBIT C
TRADEMARKS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Mark: TEGAL COMPLETE CUSTOMER SATISFACTION	1,493,986	6/28/1988
Mark: TEGAL	_____	_____
Mark: TEGAL	1,494,896	7/5/1988
Mark: TEGAL AND AN UPWARD ARROW CONTAINED IN AN UNENCLOSED BOX	858993	6/23/1998
Mark: TEGAL AND AN UPWARD ARROW CONTAINED IN AN UNENCLOSED BOX	2,495,626	10/9/2001
Mark: 903G	76/201,864	1/30/2001
Mark: 901G	76/201,857	1/30/2001
Mark: i901	76/201,866	1/30/2001
Mark: i903	76/201,861	1/30/2001
Mark: 980	76/201,858	1/30/2001
Mark: 981	76/201,854	1/30/2001
Mark: 983	76/201,862	1/30/2001
Mark: SPECTRA	_____	1/15/2002