

07-21-2003

Express Mail No. EV326324333US



SHEET

102501417

Attorney Docket Numbers 11006-003-888, 11006-003-999, 11006-003-228, and 11006-004-999

Mail Stop Assignment Recordation Services  
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P.O. Box 1450  
Alexandria, VA 22313-1450

7.16.03

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Plasma Devices and Instrumentation, LLC		2. Name and address of receiving party(ies): Name: <u>Plasma Control Systems LLC</u> Address: <u>2003 Meridian Avenue</u> <u>South Pasadena, California 91030</u>	
Additional name(s) of conveying party(ies) attached? . Yes . No		Country (if other than USA):	
3. Nature of conveyance: Bill of Sale and Assignment Agreement Merger Security Agreement Change of Name Other		OFFICE OF PUBLIC RECORDS JUL 16 AM 7:55 FINANCE SECTION	
Execution Date:			
4. Application number(s) or patent number(s):			
A. Patent Application No.(s) <u>60/328,249; 10/268,053; PCT/US02/032334; and 10/419,052</u> , which applications are respectively also identified by Attorney Docket Nos. 11006-003-888, 11006-003-999, 11006-003-228, and 11006-004-999.			
Additional numbers attached? . Yes . No			
5. Name and address of party to whom correspondence concerning document should be mailed:  PENNIE & EDMONDS LLP 1155 Avenue of the Americas New York, New York 10036-2711		6. Number of applications and patents involved: <u>4</u>	
		7. Total fee (37 CFR 3.41):.....\$ 160.00 Please charge to the deposit account listed in Section 8.	
		8. Deposit account number: <u>16-1150</u>	
DO NOT USE THIS SPACE			
9. Statement and signature.  <i>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.</i>			
Kenneth L. Stein	38,704		July 16, 2003
Name of Person Signing	Reg. No.	Signature	Date
Total number of pages including cover sheet:			10

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services

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P.O. Box 1450

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07/18/2003 ECDPER 00000127 161150

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PATENT  
REEL: 014275 FRAME: 0958

**BILL OF SALE  
AND  
ASSIGNMENT AGREEMENT**

BILL OF SALE AND ASSIGNMENT AGREEMENT (this "Agreement"), dated as of July 15, 2003 by and between Plasma Devices and Instrumentation LLC, a Delaware limited liability company (the "Assignor"), and Plasma Control Systems LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, the Assignor desires to transfer its intellectual property assets to the Assignee in exchange for limited liability company interests in Assignee (the "Shares"); and

WHEREAS, the Assignor and its members desire the Shares to be issued in the names of its members and equity holders in accordance with their respective percentage ownership interests in, and right to receive distributions from, the Assignor, as set forth on Exhibit A hereto.

NOW, THEREFORE, in consideration of the transfers, assignments and assumptions provided for herein, and the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee intending to be legally bound hereby agree as follows:

1. Bill of Sale; Conveyance and Assignment of Assets.

1.1 On the terms and subject to the conditions of this Agreement, the Assignor hereby conveys, sells, transfers, assigns and delivers, grants and sets over to the Assignee, its legal representatives, successors, and assigns, forever, all right, title and interest in and to the Intellectual Property (as defined below), free and clear of all mortgages, liens, charges, claims, encumbrances, leases, licenses and security interests (the "Assigned Assets"), TO HAVE AND TO HOLD the Assigned Assets unto the Assignee and its representatives, successors and assigns forever from the date hereof.

For purposes of this Agreement "Intellectual Property" means all information or data developed by or on behalf of or assigned to the Assignor, unless otherwise agreed to in writing, including, without limitation, patents, patent applications (including, without limitation, US Provisional Patent Application No. 60/328,249, US Non-Provisional Patent Application No. 10/268,053, PCT Application No. PCT/US02/032334, and US Non-Provisional Patent Application, Attorney Docket No. 11006-0004-999, and any divisionals, continuations, continuations-in-part, rights of priority, and any applications or know-how related thereto), know-how, compilations, processes, plans, technical information, new product information, testing and operating procedures, specifications, improvements, commercial, financial, marketing and other information considered confidential in nature, regardless of how communicated. Intellectual Property shall also include all financial and customer information concerning the Assignor, the know-how and other knowledge concerning the business of the Assignor.

1.2 The Assignor hereby constitutes and appoints the Assignee, its successors and assigns, the true and lawful attorney of the Assignor, with full power of substitution, in the name of the Assignor, or otherwise, and on behalf and for the benefit of the Assignee, its successors and assigns, to execute and deliver on behalf of the Assignor and in its name any and all agreements, amendments, assignments, consents, releases, waivers, instruments of conveyance, transfer and assignment and other documents or instruments and to do all such other acts that such attorney may deem necessary or appropriate (a) to vest in the Assignee all right, title and interest of the Assignor in and to any and all property hereby conveyed, sold, transferred, assigned and delivered or intended so to be, or (b) in connection with such conveyance, sale, transfer, assignment and delivery: to demand and receive from time to time any and all property hereby conveyed, sold, transferred, assigned and delivered or intended so to be; to give receipts, releases and acquittances for or in respect of the same or any part thereof; to collect, for the account of the Assignee, all other items transferred to the Assignee as provided herein; to endorse with the name of the Assignor any checks received on account of any such items; and to defend and compromise any and all properties hereby assigned and transferred or intended so to be, that the Assignee, its successors and assigns, shall deem desirable. The Assignor does hereby ratify and confirm all whatsoever that such attorney or its substitute or its substitutes shall do, or cause to be done, by virtue of the foregoing powers and hereby declares that the foregoing powers are coupled with an interest and shall be irrevocable.

1.3 For the consideration aforesaid, the Assignor has covenanted and hereby does covenant with the Assignee, its successors and assigns, that the Assignor, its successors and assigns, will do, execute and deliver, or will cause to be done, executed and delivered, all such further acts, transfers, assignments and conveyances, powers of attorney and assurances for the better assuring, conveying and confirming unto the Assignee, its successors and assigns, all and singular, the Assigned Assets hereby assigned, transferred and conveyed which the Assignee, its successors and assigns, shall request. The Assignor and each of its members executing this Agreement hereby agree to cooperate in the Assignee's prosecution of any patents related to the Assigned Assets.

## 2. General.

2.1 Binding Effects; Benefits; Acknowledgment. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

2.2 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

2.3 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

2.4 Entire Agreement. This Agreement constitute the entire agreement, and supersede all prior agreements and understandings, oral or written, between the parties hereto with respect to the subject matter hereof.

2.5 Amendments. This Agreement may not be modified or amended except by an instrument or instruments in writing signed by the party against whom enforcement of any such modification or amendment is sought.

2.6 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of New York without giving effect to the choice of law principles thereof (other than Section 5-1401 of New York General Obligations Law).

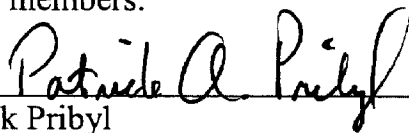
**[next page is signature page]**

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale and Assignment Agreement to be duly executed and delivered as of the day and year first above written.

**ASSIGNOR:**

Plasma Devices and Instrumentation LLC,  
a Delaware limited liability company

By its members:

  
\_\_\_\_\_  
Patrick Pribyl

\_\_\_\_\_  
John Evans

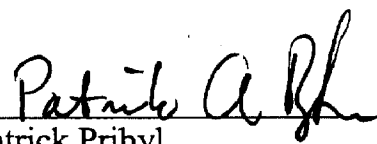
\_\_\_\_\_  
James Schuler

\_\_\_\_\_  
John Sheppard

\_\_\_\_\_  
Stephen Pinkerton

**ASSIGNEE:**

Plasma Control Systems LLC,  
a Delaware limited liability company

By:   
\_\_\_\_\_  
Patrick Pribyl  
Manager and President

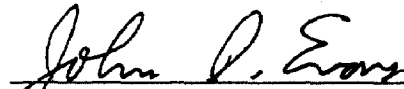
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James Schuler

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John Sheppard

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Stephen Pinkerton

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By: \_\_\_\_\_  
Patrick Pribyl  
Manager and President

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Patrick Pribyl  
Manager and President

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John Evans

\_\_\_\_\_  
James Schuler

*John Sheppard*  
\_\_\_\_\_  
John Sheppard

\_\_\_\_\_  
Stephen Pinkerton

**ASSIGNEE:**

Plasma Control Systems LLC,  
a Delaware limited liability company

By: *Patrick A. Pribyl*  
\_\_\_\_\_  
Patrick Pribyl  
Manager and President



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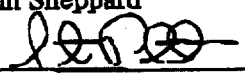
By its members:

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Patrick Pribyl

\_\_\_\_\_  
John Evans

\_\_\_\_\_  
James Schuler

\_\_\_\_\_  
John Sheppard

  
\_\_\_\_\_  
Stephen Pinkerton

**ASSIGNEE:**

Plasma Control Systems LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Patrick Pribyl  
Manager and President

**EXHIBIT A**

**Member**

**Shares of Assignee**

Patrick Pribyl  
John Evans  
James Schuler  
John Sheppard  
Stephen Pinkerton

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

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Total:

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[REDACTED]