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

102725999

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

1. Name of conveying party(ies):

MOS EPI, INC. 4-19-04

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other Asset Transfer

Execution Date: May 4, 1999

2. Name and address of receiving party(ies)

Name: GlobiTech Incorporated

Internal Address: _____

Street Address: 200 F.M. 1417 West

City: Sherman State: Texas Zip: 75092

Additional name(s) & address(es) attached? Yes No

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) 10/114,899

B. Patent No.(s) 6,482,659 B2

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Rudolph J. Buchel, Jr.

Internal Address: _____

Law Office of Rudolph J. Buchel, Jr.

Street Address: P.O. BOX 702526

City: Dallas State: Texas Zip: 75370-2526

6. Total number of applications and patents involved

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Rudolph J. Buchel, Jr.

Name of Person Signing

Rudolph Buchel
Signature

April 15, 2004

Date

Total number of pages including cover sheet, attachments, and documents: 54

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

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FINANCIAL SERVICES

ASSET TRANSFER AGREEMENT

BY AND AMONG

GLOBITECH INCORPORATED,

MOS EPI, INC.

AND

JERRY D. SMITH

Dated as of

MAY 4, 1999

AU4013066.8
104173-155618

PATENT
REEL: 015223 FRAME: 0328

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ASSET TRANSFER AGREEMENT

THIS ASSET TRANSFER AGREEMENT (the "*Agreement*") is entered into as of May 4, 1999 by and among GLOBITECH INCORPORATED, a Delaware corporation ("*GlobiTech*"), MOS EPI, INC., a Delaware corporation ("*MOS*"), and Jerry D. Smith, as the sole stockholder of MOS (the "*Stockholder*").

RECITALS

A. MOS intends to discontinue its business of semiconductor development and manufacturing related to wafer epitaxial depositional processing (the "*Business*").

B. MOS desires to contribute and assign certain assets as more fully described below to GlobiTech and GlobiTech wishes to issue shares of its common stock, par value \$0.001 per share (the "*Common Stock*"), to MOS in exchange therefor, all upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the representations, warranties and agreements herein contained, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set forth or referenced below:

1.1 "*Ancillary Documents*" shall mean the Assignment and Assumption Agreement attached hereto as Exhibit A (the "*Assignment Agreement*"), and all other bills of sale, endorsements, assignments and other good and sufficient instruments of conveyance, transfer and assignment, reasonably satisfactory to GlobiTech's counsel, as shall be effective to vest in GlobiTech good and marketable title to all of the Transferred Assets (as defined below), free and clear of all Encumbrances (as defined below), except Permitted Encumbrances (as defined below).

1.2 "*Affiliate*" of a Person (as defined below) shall mean any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such Person. For purposes of this definition, "*control*" of a Person shall mean the ownership or control of more than fifty percent (50%) of the voting securities of such Person or the power, by contract or otherwise, to designate a majority of the members of the board of directors (or in the case of unincorporated entities, persons exercising similar functions).

1.3 "*Assumed Contracts*" shall mean those agreements listed on Schedule 1.3 hereof, and all claims, demands, causes of action and other rights of MOS thereunder.

1.4 "*Assumed Liabilities*" shall have the meaning set forth in Section 2.2(a) hereof.

1.5 "*Business Records*" shall mean any and all books, records, files, drawings, documentation, data or information of MOS that have been or now are used exclusively in the Business, the Transferred Assets, the Assumed Contracts or Assumed Liabilities, together with all customer records related thereto and, to the extent allowed by applicable law, all files and records related to employees and the contractors.

1.6 "*Closing*" shall mean the closing of the transactions contemplated by this Agreement.

1.7 "*Closing Date*" shall mean May 4, 1999 or such other date as the parties shall mutually agree to in writing.

1.8 "*Encumbrances*" shall mean any and all restrictions on or conditions to transfer or assignment, claims, liabilities, liens, pledges, mortgages, restrictions and encumbrances of any kind, whether accrued, absolute, contingent, statutory, contractual or otherwise.

1.9 "*Excluded Assets*" shall mean all assets of MOS other than the Transferred Assets.

1.10 "*Excluded Liabilities*" shall have the meaning set forth in Section 2.2(c) hereof.

1.11 "*Governmental Entity*" shall mean any court, or any federal, state, municipal, provincial, foreign or other governmental authority, department, commission, board, service, agency, political subdivision or other instrumentality.

1.12 "*Intellectual Property*" shall mean all intellectual property rights and interests (whether owned or licensed to MOS) related to or used by MOS in the Business including: (i) the patents, patent rights, trademarks, service marks, copyrights, and applications therefor and registrations thereof, mask works and mask work registrations, trade names and trade styles and the MOS invention disclosures, all as listed on Schedule 1.12 hereto; (ii) all trade secrets, know-how, processes, formulae, business and marketing plans, algorithms, architecture, structure, display screens, layouts, inventions, and confidential and other proprietary information; and (iii) all computer software and data, including without limitation, all source and object codes, all developer notes and documentation, all manuals, memoranda and other materials, all publishing rights with respect thereto and rights to derivations and modifications thereof, and all intangible data contained in or stored on computer hardware.

1.13 "*Liability*" shall mean any direct or indirect liability, indebtedness, obligation, guarantee or endorsement, whether known or unknown, whether accrued or unaccrued, whether absolute or contingent, whether due or to become due, or whether liquidated or unliquidated, relating to the Business, the Transferred Assets, the Assumed Liabilities or the Assumed Contracts.

1.14 "**Losses**" shall mean any loss, demand, action, cause of action, assessment, damage, liability, cost or expense, including without limitation, interest, penalties and reasonable attorneys' and other professional fees and expenses incurred in the investigation, prosecution, defense or settlement thereof or in asserting any rights hereunder, but excluding any consequential damages related thereto other than consequential damages actually awarded to a third party as a result of a claim by such third party against a party hereto.

1.15 "**Material Adverse Change**" shall mean any material and adverse change in the operations, properties, financial condition, results of operations or prospects (financial or otherwise) relating to the Business, the Transferred Assets or the Assumed Contracts.

1.16 "**Material Adverse Effect**" shall mean any material and adverse effect on the operations, properties, financial condition, prospects, or results of operations relating to the Business, the Transferred Assets or the Assumed Contracts.

1.17 "**Permitted Encumbrances**" shall mean liens for current taxes which are not past due or such imperfections of title and other Encumbrances which are not material in character, amount or extent, and which do not detract from the value or interfere with the present use (or intended use and enjoyment by GlobiTech) of the property subject thereto or affected thereby.

1.18 "**Permits**" shall mean any licenses, permits, authorizations, certificates, franchises, variances, waivers, consents and other approvals from any Governmental Entity relating to the Business or the Products.

1.19 "**Person**" shall mean an individual, a partnership, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or a Governmental Entity.

1.20 "**SEC**" shall mean the Securities and Exchange Commission of the United States of America.

1.21 "**Securities Act**" shall mean the Securities Act of 1933, as amended to date.

1.22 "**Tangible Assets**" shall mean any and all equipment, machinery, assets, property (real or personal), products, goods or items produced, developed, owned or used by MOS in its Business or its use and utilization of the Intellectual Property or as otherwise identified on Schedule 1.22.

1.23 "**Tax**" shall mean any and all federal, state, territorial, local, or foreign income, profits, gross receipts, capital gains taxes, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, business license, occupation, value added, goods and service, alternative or add-on minimum, estimated, or other tax or governmental charge of any kind whatsoever, including any interest, penalty, or addition thereto,

whether disputed or not, arising from or otherwise relating to the operation of the Business, the Transferred Assets or the Assumed Contracts.

1.24 "*Tax Return*" shall mean any return, declaration, report, estimates, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

1.25 "*Transfer Taxes*" shall mean all sales taxes, use taxes, conveyance taxes, transfer taxes, filing fees, recording fees, reporting fees and other similar duties, taxes and fees, if any, imposed upon, or resulting from, the exchange of the Transferred Assets hereunder, except federal, state or local income or similar taxes based upon or measured by revenue, income, profit or gain.

1.26 "*Transferred Assets*" shall mean the Tangible Assets, the Intellectual Property, Assumed Contracts and the Business Records together with all marketing materials and customer lists, customer files, service records, forms and other documentation as of the Closing Date (the "*Customer Documents*") and copies of all Customer Documents that relate to MOS's business.

ARTICLE II

EXCHANGE OF TRANSFERRED ASSETS

2.1 Assignment and Assumption of Transferred Assets and Assumed Contracts. Upon the terms and subject to the conditions set forth in this Agreement, effective as of the Closing Date:

(a) MOS agrees to assign, transfer, convey and deliver to GlobiTech all of MOS' right, title and interest in and to the Transferred Assets, free and clear of all Encumbrances except Permitted Encumbrances; and

(b) MOS agrees to assign to GlobiTech and GlobiTech shall assume from MOS, all of MOS' rights and obligations under the Assumed Contracts, subject to the obtaining of all necessary consents by the other parties thereto.

Prior to or on the Closing Date, MOS shall take (and shall cause its Affiliates to take) any and all actions that may be required, or requested by GlobiTech, to transfer good and marketable title to all of the Transferred Assets, free and clear of all Encumbrances (except Permitted Encumbrances), to GlobiTech. MOS agrees that, to the extent any good and marketable Transferred Assets (or portion thereof) are owned or held by any Affiliate of MOS, MOS shall also cause good and marketable title to such Transferred Assets to be transferred and assigned to GlobiTech, free and clear of all Encumbrances (except Permitted Encumbrances), on the Closing Date.

2.2 Assumed Liabilities.

(a) Subject to and upon the terms and conditions of this Agreement, effective as of the Closing Date, GlobiTech agrees to assume from MOS and to pay, perform and discharge according to their terms only the following Liabilities of MOS (the "*Assumed Liabilities*"):

(i) Liabilities arising under the Assumed Contracts, but excluding Liabilities arising under any Assumed Contract to the extent that such Liabilities arise out of any obligations that are not specified in writing in such Assumed Contract or disclosed in the Schedule of Liabilities (as defined below); and

(ii) Liabilities to those creditors and in the amounts identified on the Schedule of Liabilities attached hereto as Schedule 2.2 (the "*Schedule of Liabilities*").

(b) Nothing herein shall be deemed to deprive GlobiTech or any Affiliate of thereof any defenses, set-offs or counterclaims which MOS may have had or which GlobiTech or any Affiliate thereof shall have with respect to any of the Assumed Liabilities (the "*Defenses and Claims*"). Effective as of the Closing, MOS agrees to assign, transfer and convey to GlobiTech all Defenses and Claims and agrees to cooperate with GlobiTech to maintain, secure, perfect and enforce such Defenses and Claims, including the execution of any documents, the giving of any testimony or the taking of any such other action as is reasonably requested by GlobiTech in connection with such Defenses and Claims.

(c) Except as expressly set forth in Section 2.2(a) above, GlobiTech shall not assume or become liable or obligated in any way, and MOS shall retain and remain solely liable for and obligated to pay, perform and discharge all debts, expenses, accounts payable, contracts, agreements, commitments, obligations, claims, suits and other liabilities of any nature whatsoever, whether or not related to the Business, the Transferred Assets, or the Assumed Contracts, whether known or unknown, accrued or not accrued, fixed or contingent, current or arising hereafter, including, without limitation, any Liability of MOS for unpaid Taxes (with respect to the Business, the Transferred Assets, the employees of MOS or otherwise), or any Liability of MOS for Taxes arising in connection with the consummation of the transactions contemplated hereby (including any income taxes and transfer taxes) (collectively referred to herein as "*Excluded Liabilities*"):

2.3 Exchanged Shares. In consideration for the transfer of the Transferred Assets and consummation of the other transactions contemplated hereby, GlobiTech shall issue to MOS two stock certificates for an aggregate of 1,119,862 shares of GlobiTech's Common Stock having the rights, preferences, privileges and restrictions set forth in the Stock Restriction Agreement. The shares of Common Stock issued pursuant to this Agreement will be collectively hereinafter referred to as the "*Exchanged Shares*". A stock certificate representing 944,862 shares of Exchanged Shares shall be issued and delivered to MOS at the Closing. A stock certificate representing 175,000 shares of the Exchanged Shares shall be issued but held by GlobiTech for no less than three (3) years from the date of this Agreement (the "*Indemnity Shares*") in order to indemnify GlobiTech for any and all Liabilities that should arise and for the purposes of

indemnification obligations under Article VIII hereinafter. Such Indemnity Shares shall be subject to cancellation pursuant to Section 8.6 hereinafter. After three (3) years from the date of this Agreement, the Indemnity Shares shall be released to MOS.

2.4 Transfer Taxes. All Transfer Taxes shall be borne by MOS.

ARTICLE III

THE CLOSING

3.1 The Closing. The Closing shall take place at the offices of Haynes & Boone LLP, 1600 North Collins, Suite 1500, Richardson, Texas 75080, or at such other location as MOS and GlobiTech may agree in writing, at 10:00 a.m., central standard time, on the Closing Date.

3.2 Instruments of Exchange. At the Closing, MOS shall deliver to GlobiTech this Agreement and all Ancillary Documents. MOS shall make the Transferred Assets available to GlobiTech on the Closing Date, and MOS shall further deliver to GlobiTech all instruments of sale and/or transfer as counsel to GlobiTech may request (whether at or after the Closing) to evidence and effect the exchange contemplated herein.

3.3 Other Documents. Each party shall deliver to the other at the Closing such other documents, certificates, schedules, agreements and instruments required by this Agreement to be delivered at such time, or as reasonably requested by the other party.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF MOS AND THE STOCKHOLDER

MOS and the Stockholder represent and warrant (jointly and severally) to GlobiTech that the statements made in this Article IV are true and correct, except as set forth in the Schedule of Exceptions attached hereto as Schedule IV (the "*Schedule of Exceptions*"), which shall be arranged to correspond to the numbered paragraphs contained in this Article IV. Nothing contained in the Schedule of Exceptions shall be deemed adequate to disclose an exception to a representation or warranty made in this Agreement unless the Schedule of Exceptions identifies the exception with particularity and describes the relevant facts in reasonable detail. Without limiting the generality of the foregoing, the mere listing (or inclusion of a copy) of a document or other item shall not be deemed adequate to disclose an exception to a representation or warranty made herein (unless the representation or warranty relates to the existence of the document or other item itself).

4.1 Organization. MOS is a corporation validly organized, validly in existence and in good standing under the laws of the State of Delaware. MOS is duly qualified or licensed to do business as a foreign corporation in the State of Texas and each state of the United States or other jurisdiction in which it is required to be so qualified or licensed. MOS has provided to

GlobiTech true and complete copies of its Certificate of Incorporation and Bylaws, each as amended to date and currently in effect.

4.2 Subsidiaries. MOS does not own any equity interest, directly or indirectly, in any corporation, partnership, limited liability company, joint venture, business, trust or other entity, whether or not incorporated.

4.3 Authorization. This Agreement, all of the Ancillary Documents and any other agreement or instrument delivered in connection herewith or therewith to which MOS is or will be a party have been, or upon their execution and delivery hereunder will have been, duly and validly executed and delivered by MOS and constitute, or will constitute, valid and binding agreements of MOS, enforceable against MOS in accordance with their respective terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally or by general equitable principles or the exercise of judicial discretion in accordance with such principles. MOS has all requisite power and authority to execute and deliver this Agreement and, at the time of the Closing, will have all requisite power and authority to carry out the transactions contemplated by this Agreement and the Ancillary Documents. All necessary corporate action on the part of MOS has been taken to authorize the execution and delivery of this Agreement, all of the Ancillary Documents, and any other agreement or instrument delivered in connection herewith or therewith.

4.4 No Conflicts; Consents. The execution and the delivery of this Agreement and the Ancillary Documents by MOS do not, and the consummation of the transactions contemplated herein and therein and compliance with the provisions hereof and thereof will not, conflict with, result in a breach of, constitute a default (with or without notice or lapse of time, or both) under or violation of, or result in the creation of any Encumbrance pursuant to, (i) any provision of the Certificate of Incorporation or Bylaws of MOS, (ii) any judgment, order, decree, rule, law or regulation of any court or Governmental Entity, or (iii) any provision of any agreement, instrument or understanding to which MOS is a party or by which MOS or any of its properties or assets is bound or affected, nor will such actions give to any other Person any interests or rights of any kind including, without limitation, rights of termination, acceleration or cancellation, in or with respect to any of the Transferred Assets or the Assumed Contracts. No consent of any third party or any Governmental Entity is required to be obtained on the part of MOS to permit the consummation of the transactions contemplated by this Agreement or the Ancillary Documents.

4.5 Title to Transferred Assets. MOS has good and marketable title to all of the Transferred Assets, free and clear of restrictions on or conditions to transfer or assignment, and free and clear of all Encumbrances except for Permitted Encumbrances. At the Closing, MOS will sell, convey, assign, transfer and deliver to GlobiTech good, valid and marketable title and all of MOS's right, title and interest in and to all of the Transferred Assets, free and clear of any Encumbrances, except for Permitted Encumbrances.

4.6 Tangible Assets. The Tangible Assets are in good operating condition and repair, ordinary wear and tear and routine maintenance excepted.

4.7 Litigation and Claims. There is no claim, action, suit, proceeding or investigation in progress or pending before any court or Governmental Entity, against or relating to MOS, its Business or any of the Transferred Assets or the Assumed Contracts, nor, to MOS's knowledge, is there any threat thereof, nor is MOS aware that there is any basis for the foregoing. MOS is not a party to any decree, order or arbitration award (or agreement entered into in any administrative, judicial or arbitration proceeding with any Governmental Entity) with respect to its Business, or any of the Transferred Assets or the Assumed Contracts.

4.8 Compliance with Laws and Regulations; Governmental Licenses, Etc. MOS is in compliance with all statutes, laws, rules and regulations with respect to or affecting the Transferred Assets or which could affect Assumed Contracts or GlobiTech's use and enjoyment of the Transferred Assets from and after the Closing. MOS is not subject to any order, injunction or decree issued by any Governmental Entity or court which could impair the ability of MOS to consummate the transactions contemplated hereby or which could adversely affect GlobiTech's use and enjoyment of the Transferred Assets from and after the Closing. There are no Permits necessary or required for GlobiTech to operate its Business after the Closing Date in substantially the same manner as MOS has operated its Business prior to the Closing Date, except where the failure to have such a Permit would not have a Material Adverse Effect. Neither the exchange of the Transferred Assets pursuant to this Agreement, nor GlobiTech's possession and use thereof from and after the Closing Date because of such transfer and exchange will: (a) violate any law pertaining to bulk sales or transfers or to the effectiveness of bulk sales or transfers as against creditors of MOS or (b) result in the imposition of any Liability upon GlobiTech owing to any Creditor or stockholder of MOS, other than the Assumed Liabilities.

4.9 Accuracy of Material Facts; Copies of Materials. No representation, warranty or covenant of MOS contained in this Agreement, in the Ancillary Documents, or in any document or instrument delivered in connection herewith or therewith contains or shall contain any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements contained therein not misleading. MOS has delivered to GlobiTech complete and accurate copies of each contract, license, lease and other agreement referred to in any Schedule hereto, or included in the Transferred Assets or the Assumed Contracts.

4.10 Intellectual Property; Proprietary Rights.

(a) MOS owns all right, title and interest in and to all of the Intellectual Property, free and clear of all claims and Encumbrances (including, without limitation, distribution rights) except Permitted Encumbrances. Any and all patents or patent applications included within the meaning of Intellectual Property satisfy the requirements of 35 U.S.C. Section 112.

(b) All of MOS's issued patents and pending patent applications, filings and registrations therefor related to its Business or developed by MOS employees (the "*MOS Patents and Applications*") are set forth in Section 4.10 of the Schedule of Exceptions and each is valid

and in full force and effect; and consummation of the transactions contemplated herein will not alter or impair any rights thereunder.

(c) No person or persons other than Danny Kenny and Keith Lindberg made any material contribution to the inventions disclosed in the MOS Patents and Applications.

(d) MOS has not disclosed, sold, offered for sale, or publicly used any invention, product, system, apparatus, method, process, or article of manufacture incorporating an invention described within any of the MOS Patents and Applications.

(e) The Schedule of Exceptions sets forth a complete and accurate list of

(i) all registered and unregistered trademarks, service marks and tradenames of MOS; and

(ii) all registered and unregistered copyrights in and to the Intellectual Property.

(f) Schedule 4.10 contains a list of all licenses and other agreements with third parties (the "*Third Party Licenses*") relating to any Intellectual Property that MOS is licensed or otherwise authorized by such third parties to use in connection with its Business.

(g) All of MOS's registered and issued trademarks or tradenames related to its Business and/or the Transferred Assets as are valid and in full force and effect; and consummation of the transactions contemplated hereby will not alter or impair any such rights.

(h) No claims have been asserted against MOS related to its Business (and MOS is not aware of any claims that are likely to be asserted against MOS or which have been asserted against others) by any Person challenging MOS's past or current use or distribution of any Intellectual Property or challenging or questioning the validity or effectiveness of any license or agreement relating thereto. There is no valid basis for any claim of the type specified in the immediately preceding sentence that could in any material way relate to or interfere with the continued enhancement and exploitation by GlobiTech of any of the Transferred Assets.

(i) None of the Intellectual Property used by MOS infringes on the rights of, constitutes misappropriation of, or involves unfair competition with respect to, any proprietary information, intellectual or other intangible property right of any third person or entity including, without limitation, any patent, trade secret, copyright, trademark or trade name.

(j) MOS has not granted to any third party any right in or to the Transferred Assets. MOS has not granted any third party any right to manufacture, reproduce, distribute, market or exploit any of the Intellectual Property or any adaptations, translations, or derivative works based thereon or any portion thereof.

(k) All algorithms, architecture, designs, drawings, display screens, layouts, inventions, specifications, source code, object code, documentation, flow charts and diagrams

incorporating, embodying or reflecting any of the Intellectual Property at any stage of their development were written, developed and created solely and exclusively by employees of MOS who assigned ownership of their rights to MOS in valid and enforceable agreements without the assistance of any third party. The Intellectual Property does not incorporate any intellectual property owned by another third party including, without limitation, previous employers of MOS employees and stockholders.

(l) All MOS employees and stockholders previously employed by MEMC Electronic Materials, Inc. ("*MEMC*") have been released by MEMC from any liability direct or indirect liability, indebtedness, obligation, guarantee or endorsement, whether known or unknown, whether accrued or unaccrued, whether absolute or contingent, whether due or to become due, or whether liquidated or unliquidated, arising from or relating to infringement by any Intellectual Property of any MEMC patent, trade secret, copyright or other intellectual property right.

(m) Each person currently or formerly employed by MOS (including independent contractors, if any) that has or had access to Intellectual Property and/or confidential information related thereto, has executed a confidentiality, non-disclosure and inventions assignment agreement in the form previously provided by MOS to counsel for GlobiTech. Such agreements constitute valid and binding obligations of each such person and are enforceable in accordance with their respective terms. Neither the exercise or delivery of this Agreement nor the sale, use, manufacture, distribution, license, transfer or other enjoyment by GlobiTech of the Transferred Assets from and after the Closing Date, will conflict with or result in a breach of the terms, conditions or provisions of or constitute a default under any contract, covenant or instrument under which any of such persons is obligated.

(n) No product liability or warranty claim with respect to any Intellectual Property has been communicated to or threatened against MOS nor, to MOS's knowledge, is there any specific situation, set of facts or occurrence that provides a basis for any such claim.

(o) The Intellectual Property constitutes all of the intellectual property held by MOS that is necessary for its Business.

4.11 Contracts.

(a) Except for the Assumed Contracts, MOS is not a party to or otherwise bound by the terms of any written contract, agreement or obligation in any way affecting the Transferred Assets. Each of the Assumed Contracts is valid, binding and in full force and effect and enforceable by MOS in accordance with its terms. Neither MOS nor, to MOS's knowledge, any other party is in material default under any Assumed Contract, and there are no existing disputes or claims of default relating thereto, or any facts or conditions known to MOS which, if continued, will result in a default or claim of default thereunder.

(b) There are no unresolved claims or problems between MOS and any of its principal vendors, suppliers, distributors, representatives, service providers or customers that could reasonably be expected to have a Material Adverse Effect on the Transferred Assets.

(c) At the time of Closing, MOS has no debt obligation for borrowed money that could now or hereafter give rise to a claim against the Transferred Assets.

4.12 Purchase for Own Account. The Exchanged Shares will be acquired for investment for MOS's own account, not as a nominee or agent, and not with a view to the public resale or distribution thereof within the meaning of the Securities Act, and MOS has no present intention of selling, granting any participation in, or otherwise distributing the same.

4.13 Investment Experience. MOS understands that the acquisition of the Exchanged Shares involves substantial risk. MOS: (a) has experience in securities of companies in the development stage and acknowledges that MOS is able to fend for itself, can bear the economic risk of MOS's investment in the Exchanged Shares and has such knowledge and experience in financial or business matters that MOS is capable of evaluating the merits and risks of this investment in the Exchanged Shares and protecting its own interests in connection with this investment and/or (b) has a preexisting personal or business relationship with GlobiTech and certain of its officers, directors or controlling persons of a nature and duration that enables MOS to be aware of the character, business acumen and financial circumstances of such persons.

4.14 Restricted Securities. MOS understands that the Exchanged Shares are characterized as "restricted securities" under the Securities Act inasmuch as they are being acquired from GlobiTech in a transaction not involving a public offering and that under the Securities Act and applicable regulations thereunder such securities may be resold without registration under the Securities Act only in certain limited circumstances. In this connection, MOS represents that MOS is familiar with Rule 144 of the SEC, as presently in effect, and understands the resale limitations imposed thereby and by the Securities Act. MOS understands that GlobiTech is under no obligation to register any of the securities sold hereunder. MOS understands that no public market now exists for any of the Exchanged Shares and that it is uncertain whether a public market will ever exist for the Exchanged Shares.

4.15 Further Limitations on Disposition. Without in any way limiting the representations set forth above, MOS further agrees not to make any disposition of all or any portion of the Exchanged Shares unless and until:

(a) there is then in effect a registration statement under the Securities Act covering such proposed disposition and such disposition is made in accordance with such registration statement; or

(b) MOS shall have notified GlobiTech of the proposed disposition, shall have furnished GlobiTech with a statement of the circumstances surrounding the proposed disposition, and, at the expense of MOS or its transferee, shall have furnished GlobiTech with an opinion of counsel, reasonably satisfactory to GlobiTech, that such disposition will not require registration of such Exchanged Shares under the 1933 Act.

Notwithstanding the provisions of paragraphs (a) and (b) above, no such registration statement or opinion of counsel shall be required for any transfer of any Exchanged Shares by MOS to (A) a stockholder of MOS, or (B) the estate of any such stockholder; provided that in

each of the foregoing cases the transferee agrees in writing to be subject to the terms of this Agreement. Notwithstanding any provisions of this Section 4.15, MOS shall not make any disposition of all or any portion of the Exchanged Shares to any competitor direct or indirect of GlobiTech.

4.16 Legends. It is understood that the certificates evidencing the Exchanged Shares will bear the legend substantially as set forth below:

(A) *THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE ACT AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. THE ISSUER OF THESE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER TO THE EFFECT THAT ANY PROPOSED TRANSFER OR RESALE IS IN COMPLIANCE WITH THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS.*

The legend set forth in (a) above shall be removed by GlobiTech from any certificate evidencing Exchanged Shares upon delivery to GlobiTech of an opinion by counsel, reasonably satisfactory to GlobiTech, that a registration statement under the Securities Act is at that time in effect with respect to the legended security or that such security can be freely transferred in a public sale without such a registration statement being in effect and that such transfer will not jeopardize the exemption or exemptions from registration pursuant to which GlobiTech issued the Exchanged Shares.

4.17 Tax Matters.

(a) Tax Returns. All Tax Returns required to be filed by MOS have been duly filed on a timely basis, and such Tax Returns are complete and accurate in all material respects. All Taxes owed by MOS (whether or not shown on any Tax Return) have been paid. No claim has ever been made by any Governmental Entity in a jurisdiction where MOS does not file Tax Returns that MOS is or may be subject to taxation by that jurisdiction. There are no Encumbrances on any of the Transferred Assets or other assets of MOS with respect to Taxes, other than liens for Taxes not yet due and payable.

(b) Other Compliance Requirements. MOS has withheld and paid all Taxes required to have been withheld and paid and complied with all information reporting and backup withholding requirements, including maintenance of required records in respect thereto, in connection with amounts paid or owing to any employee, independent contractor, creditor, stockholder, or other third party.

(c) No Tax Audits and No Tax Deficiencies. MOS's Tax Returns are not currently under audit by any Governmental Entity, nor is any such audit pending or, to the knowledge of MOS, threatened (either in writing or verbally, formally or informally).

4.18 Absence of Certain Changes or Events. Since January 1, 1999, MOS has conducted its Business in the ordinary and usual course and, without limiting the generality of the foregoing, has not suffered any Material Adverse Change.

4.19 Brokers. There is no broker, finder, investment banker or other person whose fees are to be paid by MOS, who would have any valid claim against any of the parties to this Agreement for a commission or brokerage fee or payment in connection with this Agreement or the transactions contemplated herein.

4.20 Business Records. The Business Records to be delivered to GlobiTech are complete and accurate and accurately reflect all actions and transactions referred to in such Business Records.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF GLOBITECH

GlobiTech hereby represents and warrants to MOS as follows:

5.1 Organization. GlobiTech is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to carry on its business as now conducted.

5.2 Authorization. This Agreement and all of the Ancillary Documents to which GlobiTech is or will be a party have been, or upon their execution and delivery hereunder will have been, duly and validly executed by GlobiTech and constitute, or will constitute, valid and binding agreements of GlobiTech, enforceable against GlobiTech in accordance with their respective terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally or by general equitable principles or the exercise of judicial discretion in accordance with such principles. GlobiTech has all requisite power and authority to execute and deliver this Agreement and, at the time of the Closing, will have all requisite power and authority to carry out the transactions contemplated by this Agreement and the Ancillary Documents. All necessary corporate action on the part of GlobiTech has been taken to authorize the execution and delivery of the Agreement and the Ancillary Documents, including the authorization, issuance, reservation for issuance and delivery of the Exchanged Shares being issued under this Agreement.

5.3 No Conflicts; Consents. The execution and delivery of this Agreement and the Ancillary Documents by GlobiTech do not, and the consummation of the transactions contemplated hereby and compliance with the provisions hereof will not, conflict with, result in a breach of, constitute a default (with or without notice or lapse of time, or both) under or violation

of, or result in the creation of any lien, charge or encumbrance pursuant to, (i) any provision of the Certificate of Incorporation, as amended, or Bylaws, as amended, of GlobiTech, (ii) any judgment, order, rule, law or regulation of any court or governmental authority, foreign or domestic, or (iii) any provision of any agreement, instrument or understanding that is material to GlobiTech's business and to which GlobiTech is a party or by which GlobiTech is bound. No consent of any third party or any governmental authority is required to be obtained on the part of GlobiTech to permit the consummation of the transactions contemplated by this Agreement or the Ancillary Documents, except for such consents that have already been obtained.

5.4 Valid Issuance of Stock.

(a) The Exchanged Shares, when issued and paid for as provided in this Agreement will be duly authorized and validly issued, fully paid and nonassessable.

(b) Based in part on the representations made by MOS in Article IV hereof, the issuance of the Exchanged Shares to MOS in accordance with this Agreement is exempt from the registration and prospectus delivery requirements of the Act and the securities registration and qualification requirements of the currently effective provisions of the securities laws of the State of Texas.

(c) The outstanding shares of the capital stock of GlobiTech are duly authorized and validly issued, fully paid and nonassessable, and have been approved by all requisite stockholder action. Such shares of such capital stock of GlobiTech, has been issued in full compliance with the registration and prospectus delivery requirements of the Securities Act or in compliance with applicable exemptions therefrom, the registration and qualification requirements of all applicable securities laws of states of the United States.

ARTICLE VI

COVENANTS

6.1 Satisfaction of Conditions Precedent. MOS will use its best efforts to satisfy or cause to be satisfied all the conditions precedent to the Closing hereunder, and to cause the transactions contemplated in this Agreement to be consummated, and, without limiting the generality of the foregoing, to obtain all consents and authorizations of third parties and to make all filings with, and give all notices to, third parties which may be necessary or reasonably required on its part in order to effect the transactions contemplated herein.

6.2 Exclusive Dealings. During the period on and including the date of this Agreement through and including the Closing Date, or such earlier date as GlobiTech and MOS mutually agree to discontinue efforts to consummate the transactions contemplated herein (the "*Expiration Date*"), (a) MOS will not (and it will use its best efforts to assure that its officers, directors, employees and agents do not on its behalf), without the express written consent of GlobiTech, take any action to solicit, initiate, seek, encourage, respond to or support any inquiry, proposal or offer from, furnish any information to, or participate in any negotiations with, any

corporation, partnership, person or other entity or group (other than discussion with GlobiTech) regarding any sale, license or other disposition (however structured) of the Transferred Assets or any portion thereof to any Person other than GlobiTech, (b) MOS shall terminate or suspend any such negotiations in progress as of the date hereof and (c) MOS shall promptly (but in any event within four business days) notify GlobiTech regarding any contact by any third party regarding any offer, proposal or written request for information regarding any such acquisition. MOS represents and warrants that it has the legal right to terminate or suspend any such pending negotiations and agrees to indemnify GlobiTech, its representation and agents from and against any claims by any party to such negotiations based upon or arising out of the discussion or any consummation of the Acquisition as contemplated in this Agreement.

6.3 Publicity. Neither GlobiTech nor MOS shall issue any press release or other public announcement or communication regarding the transactions contemplated by this Agreement without the prior written approval of the other as to the content thereof, which approval shall not be unreasonably withheld or delayed; provided, however, that the foregoing shall not be deemed to prohibit any disclosure which, in the opinion of counsel to the disclosing party, is required by any applicable law or by any governmental entity.

6.4 Further Assurances of MOS. MOS shall, from time to time, at the request of GlobiTech, and without further consideration, execute and deliver such instruments of transfer, conveyance and assignment in addition to those delivered pursuant to Section 3.2 hereof, and take such other actions, as may be reasonably necessary to assign, transfer, convey and vest in GlobiTech, and to put GlobiTech in possession of, the Transferred Assets.

6.5 Non-Compete. From and after the Closing Date, MOS will not engage in any activity or business in competition with GlobiTech.

ARTICLE VII

CONDITIONS TO CLOSING

7.1 Conditions to Each Party's Obligations. The respective obligations of each party to effect the transactions to be performed by such party at the Closing are, at the option of such party, subject to the satisfaction at or prior to the Closing of the following conditions:

(a) No order shall have been entered, and not vacated, by a court or administrative agency of competent jurisdiction, in any action or proceeding which enjoins, restrains or prohibits the sale of the Transferred Assets or consummation of any other transaction contemplated hereby.

(b) All permits, authorizations, approvals and orders required to be obtained under all applicable statutes, codes, ordinances, rules and regulations in connection with the transactions contemplated hereby shall have been obtained and shall be in full force and effect at the Closing Date.

(c) There shall be no litigation pending or threatened by any regulatory body or private party in which (i) an injunction is or may be sought against the transactions contemplated hereby, or (ii) relief is or may be sought against any party hereto as a result of this Agreement and in which, in the good faith judgment of the Board of Directors of either GlobiTech or MOS (relying on the advice of their respective legal counsel), such regulatory body or private party has the probability of prevailing and such relief would have a material adverse affect upon such party.

7.2 Conditions to Obligations of MOS. The obligations of MOS to effect the transactions to be performed by it at the Closing are, at the option of MOS, subject to the satisfaction at or prior to the Closing of the following additional conditions:

(a) All of the representations and warranties of GlobiTech set forth in Article V hereof shall be true on and as of the Closing Date.

(b) All of the terms, covenants and conditions of this Agreement to be complied with and performed by GlobiTech at or prior to the Closing shall have been duly complied with and performed.

(c) MOS shall have received a share certificate representing 944,862 shares of GlobiTech's Common Stock.

(d) GlobiTech and MOS shall have entered into each Ancillary Document.

7.3 Conditions to Obligations of GlobiTech. The obligations of GlobiTech to effect the transactions to be performed by it at the Closing are, at the option of GlobiTech, subject to the satisfaction at or prior to the Closing of the following additional conditions:

(a) All the representations and warranties of MOS set forth in Article IV hereof shall be true and correct on and as of the Closing Date.

(b) All of the terms, covenants and conditions of this Agreement to be complied with and performed by MOS at or prior to the Closing shall have been duly complied with and performed.

(c) GlobiTech and MOS shall have entered into each Ancillary Document.

ARTICLE VIII

SURVIVAL OF REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION

8.1 Survival of Representations and Warranties. All of the representations and warranties contained in this Agreement shall survive the Closing Date for a period of three years.

8.2 Indemnification.

(a) Subject to the terms and conditions of this Article VIII, each of GlobiTech, on the one hand, and MOS and the Stockholder (jointly and severally on the other hand) agree to indemnify, defend and hold harmless the other party, its stockholders, officers, directors, employees and consultants, all subsidiaries and affiliates of such other party, and the respective officers, directors and attorneys of such entities (all such persons and entities being collectively referred to as an "*Indemnified Group*") from, against, for and in respect of any and all Losses asserted against, relating to, imposed upon or incurred by any member of an Indemnified Group by reason of, resulting from, based upon or arising out of any of the following (collectively, "*Indemnifiable Losses*"):

(i) the breach, inaccuracy, untruth or incompleteness of any representation or warranty contained in or made pursuant to this Agreement or any certificate, exhibit or schedule delivered in connection herewith;

(ii) a material breach of any covenant or agreement contained in or made pursuant to this Agreement; or

(iii) any breach of this Article VIII.

(b) MOS and the Stockholder, jointly and severally, hereby agrees to defend, indemnify and hold GlobiTech, its stockholders, officers, directors, employees, consultants, subsidiaries and affiliates, and the respective officers and directors of such entities harmless from and against any and all claims, complaints, actions, judgments, demands, losses, causes of action, damages, liabilities, costs or expenses, including without limitation, interest, penalties and reasonable attorneys' and other professional fees incurred in the investigation, prosecution, defense or settlement thereof in connection with any claim (i) that MOS or the Stockholder engaged in any unfair labor practice or that MOS has violated any applicable laws or regulations regarding employment and employment practices or terms and conditions of employment; (ii) that MOS or the Stockholder violated any applicable laws or regulations regarding creditor rights, fraudulent transfer or conveyance, deceptive trade practices, or bankruptcy; (iii) that arises from GlobiTech's relationship with Strategic Consulting Group, Inc. ("*SCG*"), Michael Quinn or that certain Contract for Services dated as of January 1, 1999 between GlobiTech and SCG; or (iv) that arises as a result of the relationship or contract dispute between MOS and CMPA, Inc. or its affiliates.

8.3 Procedures for Indemnification.

(a) As used in this Section 8.3, the term "*Indemnitor*" means the party against whom indemnification hereunder is sought, and the term "*Indemnatee*" means the party seeking indemnification hereunder.

(b) A claim for indemnification hereunder (an "*Indemnification Claim*") shall be made by Indemnatee by delivery of a written notice to Indemnitor requesting indemnification and specifying the basis on which indemnification is sought in reasonable detail (and shall attach

relevant documentation related to the Indemnification Claim), the amount of the asserted Indemnifiable Losses and, in the case of a Third Party Claim (as defined below), containing (by attachment or otherwise) such other information as Indemnitee shall have concerning such Third Party Claim.

(c) If the Indemnification Claim involves a Third Party Claim, the procedures set forth in Section 8.4 shall be observed by Indemnitee and Indemnitor.

(d) If the Indemnification Claim involves a matter other than a Third Party Claim, Indemnitor shall have thirty (30) days to object to such Indemnification Claim by delivery of a written notice of such objection to Indemnitee specifying in reasonable detail the basis for such objection. Failure to timely so object shall constitute a final and binding acceptance of the Indemnification Claim by Indemnitor, and the Indemnification Claim shall thereafter be paid by Indemnitor in accordance with Section 8.2 hereof. If an objection is timely delivered by Indemnitor and the dispute is not resolved within twenty (20) business days from the delivery of such objection (the "*Negotiation Period*"), such dispute shall be resolved by arbitration in accordance with the provisions of Section 9.8 hereof.

(e) Upon determination of the amount of an Indemnification Claim, whether by (i) an agreement between Indemnitor and Indemnitee, (ii) an arbitration award, or (iii) a final judgment (after expiration of all periods for appeal of such judgment) or other final nonappealable order, Indemnitor shall pay the amount of such Indemnification Claim by cancellation of Indemnity Shares within ten (10) days of the date such amount is determined.

8.4 Defense of Third Party Claims. Should any claim be made, or suit or proceeding (including, without limitation, a binding arbitration or an audit by any taxing authority) be instituted against Indemnitee by a third party which, if prosecuted successfully, would be a matter for which Indemnitee is entitled to indemnification under this Agreement (a "*Third Party Claim*"), the obligations and liabilities of the parties hereunder with respect to such Third Party Claim shall be subject to the following terms and conditions:

(a) Indemnitee shall give Indemnitor written notice of any such claim promptly after receipt by Indemnitee of notice thereof, and Indemnitor will undertake control of the defense thereof by counsel of its own choosing reasonably acceptable to Indemnitee. Indemnitee may participate in the defense through its own counsel at its own expense. The assumption of the defense of any Third Party Claim by Indemnitor shall be an acknowledgment by Indemnitor that such Third Party Claim is subject to indemnification under the provisions of this Article VIII and that such provisions are binding on Indemnitor. If, however, Indemnitor fails or refuses to undertake the defense of such Third Party Claim within ten (10) days after written notice of such claim has been delivered to Indemnitor by Indemnitee, Indemnitee shall have the right to undertake the defense, compromise and, subject to Section 8.5, settlement of such Third Party Claim with counsel of its own choosing. In the circumstances described in the preceding sentence, Indemnitee shall, promptly upon its assumption of the defense of such Third Party Claim, make an Indemnification Claim as specified in Section 8.3(a) which shall be deemed an Indemnification Claim that is not a Third Party Claim for the purposes of the

procedures set forth herein. Failure of Indemnitee to furnish written notice to Indemnitor of a Third Party Claim shall not release Indemnitor from Indemnitor's obligations hereunder, except to the extent Indemnitor is prejudiced by such failure.

(b) Indemnitee and Indemnitor shall cooperate with each other in all reasonable respects in connection with the defense of any Third Party Claim, including making available records relating to such claim and furnishing employees of Indemnitee as may be reasonably necessary for the preparation of the defense of any such Third Party Claim or for testimony as witness in any proceeding relating to such claim.

8.5 Settlement of Third Party Claims. Unless Indemnitor has failed to fulfill its obligations under this Article VIII, no settlement by Indemnitee of a Third Party Claim shall be made without the prior written consent by or on behalf of Indemnitor, which consent shall not be unreasonably withheld or delayed. If Indemnitor has assumed the defense of a Third Party Claim as contemplated by Section 8.4(a), no settlement of such Third Party Claim may be made by Indemnitor without the prior written consent by or on behalf of Indemnitee, which consent shall not be unreasonably withheld or delayed. In the event of any dispute regarding the reasonableness of a proposed settlement, the party that will bear the larger financial loss resulting from such settlement shall make the final determination in respect thereto, which determination shall be final and binding on all involved parties.

8.6 Set-Off of Indemnity Shares. In the event that GlobiTech seeks to be indemnified by MOS or the Stockholder for Liabilities, Indemnifiable Losses, or indemnification obligations set forth in Section 8.2 of this Agreement, GlobiTech shall have the right to set off the Indemnification Claim against the Indemnity Shares held by GlobiTech; provided, that GlobiTech shall comply with Section 8.3 above. Such set-off right shall permit GlobiTech to settle such Indemnification Claim by cancelling, in any manner, a certain number shares of Indemnity Shares priced at a fair market value, solely determined by the Board of Directors of GlobiTech, adequate to settle the Indemnification Claim or loss.

8.7 Limitation. In no event shall the liability under this Article VIII, exceed the value of the Indemnity Shares, as solely determined by the Board of Directors of GlobiTech. Neither MOS nor Stockholder shall have any liability under this Article VIII after all of the Indemnity Shares have been cancelled pursuant to Section 8.6.

ARTICLE IX

GENERAL

9.1 Governing Law. It is the intention of the parties hereto that the internal laws of the State of Texas (irrespective of its choice of law principles) shall govern the validity of this Agreement, the construction of its terms, and the interpretation and enforcement of the rights and duties of the parties hereto.

9.2 Assignment; Binding upon Successors and Assigns. Neither of the parties hereto may assign any of its rights or obligations hereunder without the prior written consent of the other party; provided, however, that either party may assign its rights under this Agreement (i) to any majority-owned subsidiary of such party, provided that such party guarantees the obligations of such subsidiary hereunder, or (ii) to any successor of such party through any merger or consolidation, or purchase of all or substantially all of such party's stock or all or substantially all of such party's assets. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

9.3 Severability. If any provision of this Agreement, or the application thereof, shall for any reason and to any extent be held to be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall be interpreted so as best to reasonably effect the intent of the parties hereto. The parties further agree to replace such invalid or unenforceable provision of this Agreement with a valid and enforceable provision which will achieve, to the extent possible, the economic, business and other purposes of the invalid or unenforceable provision.

9.4 Entire Agreement. This Agreement, the Exhibits and Schedules hereto, the documents referenced herein, and the exhibits thereto, constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and thereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties with respect hereto.

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

9.6 Other Remedies. Except as otherwise provided herein, any and all remedies herein expressly conferred upon a party shall be deemed cumulative with and not exclusive of any other remedy conferred hereby or by law on such party, and the exercise of any one remedy shall not preclude the exercise of any other.

9.7 Amendment and Waivers. Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a writing signed by the party to be bound thereby. The waiver by a party of any breach hereof for default in payment of any amount due hereunder or default in the performance hereof shall not be deemed to constitute a waiver of any other default or any succeeding breach or default. 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 representation, warranty, condition or agreement contained herein.

9.8 Arbitration. Any disputes between GlobiTech and MOS with respect to this Agreement shall be settled by binding, final arbitration in accordance with the commercial arbitration rules of the American Arbitration Association then in effect (the "AAA Rules"). Any arbitration proceeding shall be conducted in Dallas, Texas. Any judgment upon the award

rendered by the arbitrator may be entered in any court having jurisdiction over the subject matter thereof. The arbitrator shall have the authority to grant any equitable and legal remedies that would be available.

9.9 Notices. All notices and other communications hereunder will be in writing and will be deemed given (i) upon receipt if delivered personally (or if mailed by registered or certified mail), (ii) the day after dispatch if sent by overnight courier, (iii) upon dispatch if transmitted by telecopier or other means of facsimile transmission (and confirmed by a copy delivered in accordance with clause (i) or (ii)), properly addressed to the parties at the following addresses:

MOS: Mos Epi, Inc.
2559 State Highway 11
Sherman, TX 75090-3529
Attention: Jerry D. Smith
Facsimile No. (903) 892-2422

GlobiTech: GlobiTech Incorporated
2559 State Highway 11
Sherman, TX 75090-3529
Attention: Jerry D. Smith
Facsimile No. (903) 892-2422

with a copy to: D. W. Brooks
4516 Seton Center Parkway, Suite 170
Austin, TX 78759
Facsimile No. (512) 338-9764

Either party may change its address for such communications by giving notice thereof to the other party in conformity with this Section.

9.10 Construction and Interpretation of Agreement. The titles and headings herein are for reference purposes only and shall not in any manner limit the construction of this Agreement, which shall be considered as a whole.

9.11 No Joint Venture. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between any of the parties hereto. No party is by virtue of this Agreement authorized as an agent, employee or legal representative of any other party. No party shall have the power to control the activities and operations of any other and their status is, and at all times, will continue to be, that of independent contractors with respect to each other. No party shall have any power or authority to bind or commit any other. No party shall hold itself out as having any authority or relationship in contravention of this Section.

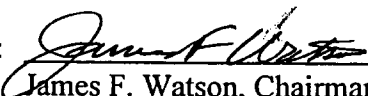
9.12 Absence of Third Party Beneficiary Rights. No provisions of this Agreement are intended, nor shall be interpreted, to provide or create any third party beneficiary rights or any

other rights of any kind in any client, customer, employee, consultant, affiliate, shareholder, partner of any party hereto or any other person or entity unless specifically provided otherwise herein, and, except as so provided, all provisions hereof shall be personal solely between the parties to this Agreement.

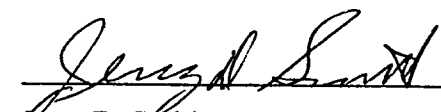
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

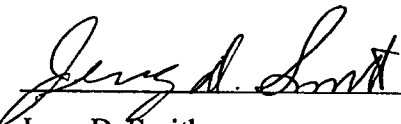
GLOBITECH INCORPORATED,
a Delaware corporation

By: 
James F. Watson, Chairman of the Board

MOS EPI, INC.,
a Delaware corporation

By: 
Jerry D. Smith, President

JERRY D. SMITH,
as sole stockholder of Mos Epi, Inc.

By: 
Jerry D. Smith

[Signature Page to Asset Transfer Agreement]

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is entered into this 4th day of May, 1999 by and between GlobiTech Incorporated, a Delaware corporation ("GlobiTech"), and Mos Epi, Inc., a Delaware corporation ("Mos").

WHEREAS, GlobiTech and Mos have entered into an Asset Transfer Agreement, dated as of May 4, 1999 (the "Asset Transfer Agreement"; capitalized terms not defined herein shall have the meanings ascribed to them in the Asset Transfer Agreement), pursuant to which Mos has agreed to transfer, convey, exchange, assign and deliver to GlobiTech and GlobiTech has agreed to acquire from Mos certain of the intangible assets and other assets used or held for use by Mos in connection with the Business, and GlobiTech has agreed to assume certain obligations in connection therewith;

WHEREAS, Mos desires to transfer and assign to GlobiTech the Transferred Assets (as set forth in Section 1.26 of the Asset Transfer Agreement) and Assumed Liabilities (as set forth in Section 2.2 of the Asset Transfer Agreement), and GlobiTech desires to accept the transfer, conveyance, assignment and delivery of the Transferred Assets and assume the Assumed Liabilities;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged:

1. Assignment of Assets.

1.1 Pursuant to the terms of the Asset Transfer Agreement, Mos hereby irrevocably transfers, conveys, exchanges, assigns and delivers to GlobiTech, free and clear of all Encumbrances other than Permitted Encumbrances, all of Mos's right, title and interest in, to and under the Transferred Assets, to have and to hold the same unto GlobiTech, its successors and assigns, forever.

1.2 GlobiTech hereby accepts the transfer, conveyance, exchange, assignment and delivery of the Transferred Assets.

1.3 Mos hereby constitutes and appoints GlobiTech the true and lawful attorney of Mos, with full power of substitution, in the name of Mos or GlobiTech, but on behalf of and for the benefit of GlobiTech: (i) to demand and receive from time to time any and all of the Transferred Assets and to make endorsements and give receipts and releases for and in respect of the same and any part thereof; (ii) to institute, prosecute, compromise and settle any and all actions or proceedings that GlobiTech may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the Transferred Assets; (iii) to defend or compromise any or all actions or proceedings in respect of any of the Transferred Assets; and

(iv) to do all such acts and things in relation to the matters set forth in the preceding clauses (i) through (iii) as GlobiTech shall deem desirable. Mos hereby acknowledges that the appointment hereby made and the powers hereby granted are coupled with an interest and are not and shall not be revocable by it in any manner or for any reason.

2. Assumption of Assumed Liabilities.

2.1 Pursuant to the terms of the Asset Transfer Agreement, GlobiTech hereby undertakes and agrees from and after the date hereof to assume and to pay, perform and discharge according to their terms the Assumed Liabilities.

2.2 Nothing contained herein shall require GlobiTech to pay or discharge any obligations expressly assumed hereby so long as GlobiTech shall in good faith contest or cause to be contested the amount or validity thereof.

2.3 Other than as specifically stated above or in the Asset Transfer Agreement, GlobiTech assumes no debt, liability or obligation of Mos, including without limitation the Excluded Liabilities, by this Agreement, and it is expressly understood and agreed that all debts, liabilities and obligations not assumed hereby by GlobiTech shall remain the sole obligation of Mos, its successors and assigns.

2.4 No person or entity other than Mos, its successors and assigns shall have any rights under this Section 2 or the provisions contained herein.

3. Miscellaneous.


3.1 This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

3.2 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas applicable to a contract executed and performed in such State without giving effect to the conflicts of laws principles thereof, except that if it is necessary in any other jurisdiction to have the law of such other jurisdiction govern this Agreement in order for this Agreement to be effective in any respect, then the laws of such other jurisdiction shall govern this Agreement to such extent.

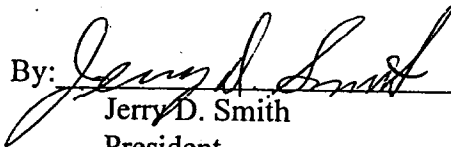
3.3 This Agreement is intended only to affect the assignment and assumption of certain assets and liabilities in accordance with the Asset Transfer Agreement and shall be governed entirely in accordance with the terms and conditions of the Asset Transfer Agreement.

IN WITNESS WHEREOF, the undersigned have caused their duly authorized officers to execute this Agreement on the day and year first above written.

GLOBITECH INCORPORATED

By: 
James F. Watson
Chairman of the Board

MOS EPI, Inc.

By: 
Jerry D. Smith
President

[Signature Page to Assignment and Assumption Agreement]

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PATENT
REEL: 015223 FRAME: 0357

MOS EPI, INC.

Schedule 1.3 Assumed Contracts.

None.

Schedule 1.12 Intellectual Property

H&B Serial #	Title	Docket #	File Date
23137.3	Automatic Reference - Pressure Balance Method	60/056,821	8/22/97
23137.4	Transparent Valve for Semiconductor Processing	60/056,897	8/22/97
23129.5	Valve with Indicator for Semiconductor Processing	60/056,656	8/22/97
23137.6	Air Bearing Assembly for Semiconductor Processing	60/056,706	8/22/97
23137.7	Differential Process Control Method	60/056,654	8/22/97
23137.9	Post Epitaxial Thermal Oxidation	60/072,046	1/21/98
23137.10	Solid Phase Water Scrub for Defect Removal	60/072,051	1/21/98
23137.11	Securing Wafers in a Process Cassette	60/072,044	1/21/98
23137.12	Particle Removal Using Nucleated Ice Crystal	60/072,047	1/21/98
23137.13	Determining Polished and Epitaxial Wafer Quality	60/072,043	1/21/98
23137.14	Post Epitaxial Polish	60/072,045	1/21/98

Schedule 2.2 Assumed Liabilities.

None.

Schedule 4.7 Litigation and Claims.

A contract dispute exists between Mos Epi, Inc. and CMPA, Inc. CMPA, Inc. was to supply design and engineering services to Mos Epi, Inc., but in Mos Epi, Inc.'s view, CMPA, Inc. breached its contract by failure to perform. Mos Epi, Inc. and CMPA, Inc. had discussions concerning breach of contract issues. Mos Epi, Inc. chose not to pursue any legal action because of its limited financial capacity. No litigation is pending. Jerry Smith advises that Mos Epi, Inc. has not received any notice of intended litigation.

Section 4.10 Intellectual Property; Proprietary Rights.

(a) Provisional Patents

H&B Serial #	Title	Docket #	File Date
23137.3	Automatic Reference - Pressure Balance Method	60/056,821	8/22/97
23137.4	Transparent Valve for Semiconductor Processing	60/056,897	8/22/97
23129.5	Valve with Indicator for Semiconductor Processing	60/056,656	8/22/97
23137.6	Air Bearing Assembly for Semiconductor Processing	60/056,706	8/22/97
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23137.13	Determining Polished and Epitaxial Wafer Quality	60/072,043	1/21/98
23137.14	Post Epitaxial Polish	60/072,045	1/21/98

(e) None.

(f) None.

Section 4.11 Contracts.

(a) See response under Schedule 4.7.

Section 4.19 Brokers.

There are no brokers, finders, investment bankers or other persons presently under contract with Mos Epi, Inc. There are brokers, finders and investment bankers under contract with GlobiTech Incorporated as set forth in the Disclosure Statement to the Stock Purchase Agreement.