



Form PTO-1595 (Rev. 06/04)
OMB No. 0651-0027 (exp. 6/30/2005)

12-10-2004

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



To the Director of the U.S. Patent and Trademark Office

102900283

Documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Aviza Technology, Inc.

Execution Date(s) November 1, 2004

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

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Tetereon Technologies Limited

Internal Address: _____

Street Address: Highfield, Rock Road,

Washington, Pulborough

City: West Sussex

State: _____

Country: United Kingdom Zip: RH20 3BH

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

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

Please see attached

Additional numbers attached? ☒ Yes ☐ No

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

Name: Francis Jose

Internal Address: _____

Street Address: 755 Page Mill Road

City: Palo Alto

State: CA Zip: 94304

Phone Number: (650) 813-5821

Fax Number: (650) 494-0792

Email Address: FJOSE@MOFO.COM

6. Total number of applications and patents involved:

8

7. Total fee (37 CFR 1.21(h) & 3.41) \$320

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Francis Jose

Signature

December 3, 2004

Date

Francis Jose

Name of Person Signing

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

29

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

12/09/2004 HBETACHE 00000098 4692115

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320.00 UP

PATENT
REEL: 016038 FRAME: 0772

EXHIBIT OF PATENTS
(Item 4 of Form PTO-1595)

| Invention Title | Inventor Primary | Patent Number | Issue date |
|--|---------------------|------------------|------------|
| Semiconductor Wafer Furnace Door | Aldridge, Robert | 4,692,115 | 9/8/1987 |
| Semiconductor Wafer Boat Loader Control System | Aldridge, Robert | 4,684,863 | 8/4/1987 |
| Semiconductor Wafer Boat Loader Releasable Mounting | Aldridge, Robert | 4,721,424 | 1/26/1988 |
| Wafer Transfer Stand | Sanders, John | 4,721,427 | 1/26/1988 |
| Method of Loading and Unloading a Furnace | Aldridge, Robert | 4,636,140 | 1/13/1987 |
| Gas Scavenger | Taylor, Jerry | 4,711,197 | 12/8/1987 |
| Mass Flow Controller | Doyle, James | 4,658,855 | 4/21/1987 |
| Semiconductor Wafer Carrier Transport Apparatus | Hoyt, Hazen | 4,722,659 | 2/12/1988 |

BILL OF SALE

This BILL OF SALE, dated as of November 1, 2004 (this "Bill of Sale"), is from AVIZA TECHNOLOGY, INC., a Delaware corporation (the "Seller"), to TETREON TECHNOLOGIES LIMITED, a United Kingdom corporation (the "Buyer"). All capitalized terms used herein but not otherwise defined shall have the meanings given to them in the Purchase Agreement (as defined below).

WITNESSETH:

WHEREAS, the Buyer and the Seller have entered into an Asset Purchase Agreement (the "Purchase Agreement"), dated as of November 1, 2004, pursuant to which the Seller has agreed to sell, assign, transfer, convey and deliver to the Buyer the Purchased Assets.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the Purchase Agreement, the parties hereto hereby agree as follows:

1. The Seller hereby sells, transfers, conveys, assigns and delivers to the Buyer all right, title and interest of the Seller in and to the Purchased Assets, free and clear of all Encumbrances, other than Permitted Encumbrances.
2. This Bill of Sale shall be governed by, and construed in accordance with, the laws of the State of California.
3. This Bill of Sale shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
4. This Bill of Sale may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall be one and the same document.

IN WITNESS WHEREOF, Seller has duly executed this Bill of Sale as of the date first written above.

AVIZA TECHNOLOGY, INC.

By: 

Name: Patrick C. O'Connor

Title: Chief Financial Officer

ASSET PURCHASE AGREEMENT

Between

AVIZA TECHNOLOGY, INC.

And

TETREON TECHNOLOGIES LIMITED

November 1, 2004

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the Agreement) is made as of November 1, 2004 between Tetreon Technologies Limited, a United Kingdom corporation (the "Buyer"), and Aviza Technology, Inc., a Delaware corporation (the "Seller").

Introduction

The Seller wishes to sell to the Buyer, and the Buyer wishes to buy from the Seller, on the terms and conditions set forth herein, certain inventory, intellectual property and contract rights used in connection with and for the Seller's existing horizontal furnace semiconductor equipment manufacturing business conducted under the "Thermco" name. For purposes hereof, the term "Business" shall be defined to mean the design, manufacture, marketing, sale, installation and maintenance of horizontal furnaces for batch configuration currently or previously marketed by Seller or its predecessors under the "Thermco", "Silicon Valley Group", "SVG", "ASM Lithography" or "Aviza" names, as reflected by Seller's current installed base for horizontal furnace products ("HTR"), and services related to Seller's HTR horizontal furnaces, including technical support, service and training conducted by Seller in connection with the "Thermco" HTR Business prior to the Closing Date (as hereinafter defined).

Now, therefore, in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Sale and Delivery of the Purchased Assets and related Software License.

1.1 Delivery of the Purchased Assets. Subject to and upon the terms and conditions of this Agreement, at the closing of the transactions contemplated by this Agreement (the "Closing"), the Seller shall sell, transfer, convey, assign and deliver to the Buyer, and the Buyer shall purchase from the Seller, free and clear of all liens, security interests, mortgages, encumbrances and restrictions of every kind, nature and description (collectively "Encumbrances"), other than Permitted Encumbrances (as defined in Section 2.3), all of the right, title and interest of the Seller in the following assets of the Business (the "Purchased Assets"):

(a) heating element mandrels and associated items held exclusively for or used exclusively in the manufacture of HTR elements, and jigs and tools, including test beds and assemblies, if any, held exclusively for or used exclusively in (i) the manufacture and maintenance of HTR systems, (ii) the maintenance and set up of HTR components such as boatloaders and elevator systems, if any, or (iii) the production of HTR components such as PCBs, if any, whether the items specified in this Section 1.1(a) are in the possession of Seller or, to the extent of Seller's rights therein, in the possession of third party locations world-wide;

(b) inventories of raw materials, purchased parts, made parts, work-in-process, spare parts and supplies and similar items of the Seller related solely to the Business, as set forth on Schedule 1.1(b), and inventories of raw materials, purchased parts, made parts, work-in-process, spare parts and supplies and similar items of the Seller located in the San Jose, California warehouse, as described in Item 3 of Schedule 1.5, and such items which are

purchased after the date hereof and other inventories that may have been written-off or otherwise not capitalized related exclusively to the HTR product line, to the extent owned on the Closing Date (as defined in Section 1.7 below) (collectively the "Inventory");

(c) all rights of the Seller under the pending sales orders, pending purchase orders for materials, services, including service contracts, if any, and supplies, pending open bids, commitments and other pending contracts and agreements in connection with and for the Business set forth on Schedule 1.1(c) or entered into after the date hereof in the ordinary course of business in accordance with Section 5.1 (collectively, the "Assigned Contracts"), provided that with respect to transactions including products and services of Seller other than products and services related to the Business, Assigned Contracts shall only include those products and services related to the Business, and provided further that Assigned Contracts shall exclude those contracts specifically set forth in Schedule 1.1(c), and shall exclude accounts receivable and related payments for shipments of Inventory by the Seller on or prior to the Closing Date, even if such payments are received by the Seller after the Closing Date;

(d) all of the Seller's right, title and interest in and to intellectual property rights used now or previously used by Seller solely in connection with the Business, as specifically set forth on Schedule 1.1(d), which schedule consists of (A) those patents, patent applications, patent disclosures and inventions specifically identified as "Assigned Patents" on said schedule; (B) the "Thermco"-specific trademark, "Thermco"-related service marks, "Thermco"-related trade dress, "Thermco"-related trade names, and "Thermco"-related logos (in each case, whether registered or unregistered) and registrations and applications for registration thereof together, with all of the goodwill associated therewith; (C) material copyrights (registered or unregistered) and copyrightable works and registrations and applications for registration thereof; (D) computer software, data, data bases and documentation thereof; and (E) trade secrets and other confidential information (collectively, the "Transferred Intellectual Property"); and

(e) copies of all files and operating data (other than corporate books and records), whether in tangible or electronic form, of and in the possession of, the Seller to the extent related to the Business and not commingled with those records of the Seller regarding its other products and services, such as HTR production records, technical, manufacturing and procedural manuals, unfilled HTR customer contracts in shipment backlog as of the Closing Date, and HTR customer design and engineering specifications, drawings and drawing packages related to shipped HTR systems and advertising materials. Seller shall produce and deliver a database and/or summary of all of the foregoing types of records and materials related to the Business to the extent feasible when such records and materials are commingled with records of the Seller regarding its other products and services.

1.2 Software Licenses.

(a) Subject to the Closing, and subject further to the terms and conditions of this Agreement, the Seller grants to the Buyer a perpetual, exclusive, irrevocable, worldwide, royalty-free and fully paid up, transferable license to use the computer software specified in Schedule 1.2 hereto (the "Seller Software") and to make any modifications, revisions and derivative works thereto by Buyer, solely in connection with the Business or other horizontal

furnace semiconductor manufacturing equipment. This license grant excludes third party software as specified in Schedule 1.2. The Buyer may modify, revise or prepare derivative works of the Seller Software and shall own all right, title and interest in and to any such modifications, revisions or derivative works of the Seller Software made by the Buyer, provided such modifications, revisions or derivative works are used exclusively in connection with the Business or other horizontal furnace semiconductor manufacturing equipment. The Seller and its licensors retain all right, title and interest in and to the Seller Software and reserve all other rights in the Seller Software. U.S. and foreign copyright laws and treaties govern the Seller Software. The Buyer understands that the Seller may use the Seller Software, and modify, revise and prepare derivative works of the Seller Software in connection with its other lines of business. The Buyer shall not otherwise use, copy, distribute, perform, display, modify or prepare derivative works of the Seller Software. The Buyer shall not reverse engineer, decompile or disassemble the Seller Software, nor rent, lease, lend or distribute standalone the Seller Software or any modifications, revisions and derivative works thereof, or use them on a network or make them available on a time-sharing basis except as authorized in writing by the Seller.

(b) Upon the Closing, and subject to the terms and conditions of this Agreement, the Buyer grants to the Seller a perpetual, nonexclusive, irrevocable, worldwide, royalty-free and fully paid up, transferable license to use the computer software specified in Item D of Schedule 1.1(d) hereto (the "Buyer Software") and to make any modifications, revisions and derivative works thereto by the Seller, solely in connection with the Seller's products and services. The Seller may modify, revise or prepare derivative works of the Buyer Software and shall own all right, title and interest in and to any such modifications, revisions or derivative works of the Buyer Software made by the Seller, provided such modifications, revisions or derivative works are used exclusively in connection with the Seller's products and services. The Buyer retains all right, title and interest in and to the Buyer Software and reserves all other rights in the Buyer Software. U.S. and foreign copyright laws and treaties govern the Buyer Software. The Seller shall not otherwise use, copy, distribute, perform, display, modify or prepare derivative works of the Buyer Software. The Seller shall not otherwise reverse engineer, decompile or disassemble the Buyer Software, nor rent, lease, lend or distribute standalone the Buyer Software or any modifications, revisions and derivative works thereof, or use them on a network or make them available on a time-sharing basis except as authorized in writing by the Buyer.

1.3 Transition Services and Further Assurances. At the Closing, the Seller and the Buyer shall enter into a Transition Services Agreement providing for certain transitional services regarding the Business and the Purchased Assets that will be provided by the Seller to the Buyer for a period of time to enable a smooth transfer of the Business and the Purchased Assets to the Buyer. If not already provided for in the Transition Services Agreement, Seller agrees to provide training for up to two representatives of Buyer with respect to the operation of the mandrels, jigs and tools described in Section 1.1(a) of this Agreement at no additional cost to Buyer. The training shall be conducted at Seller's facilities in California and shall take place prior to the removal by Buyer of the mandrels, jigs and tools from Seller's facilities. At any time and from time to time after the Closing, at the Buyer's request and without further consideration, the Seller promptly shall execute and deliver such instruments of sale, transfer, conveyance, assignment and confirmation as the Buyer may reasonably request to more effectively transfer, convey, assign or license to the Buyer, and to confirm the Buyer's title to or interest in, all of the

Purchased Assets. If at any time and from time to time after the Closing, the Seller identifies or is notified of specific Purchased Assets not previously disclosed to Buyer, the Seller will promptly disclose such to the Buyer. Notwithstanding the foregoing provisions, Seller shall physically retain, on a no-charge consignment basis, Inventory that is currently located in its warehouse in Scotts Valley, California, and shall continue to process related purchase orders, ship against such purchase orders and collect for such shipments to secure payment of part of the Purchase Price (as defined below), as further described in Section 1.4(b) of this Agreement and in the Transition Services Agreement. It is the intention of the Parties that for a period not to exceed six (6) months after the Closing Date (as defined below) Seller shall continue to process orders, ship against such purchase orders and collect payment for such Inventory as a means to collect a portion of the Purchase Price (as defined below).

1.4 Purchase Price. The purchase price for all of the Purchased Assets (the “Purchase Price”) shall be Eight Hundred Fifty Thousand dollars (\$850,000.00US), and shall be paid in installments as follows:

(a) cash at Closing in the amount of Five Hundred Thousand dollars (\$500,000.00); and

(b) cash due and payable no later than six (6) months after the Closing Date in the amount of Three Hundred Fifty Thousand dollars (\$350,000.00), provided that net proceeds received by the Seller for sales of consigned Inventory that is currently located in the Seller’s warehouse in Scotts Valley, California shall be applied by the Seller to reduce the Three Hundred Fifty Thousand dollar (\$350,000.00) balance of the Purchase Price that is due from the Buyer. For purposes of this provision “net proceeds received” shall mean the “net sales price” (as defined in Item 2 of Schedule A of the Transition Services Agreement) received by the Seller under purchase orders placed for such Inventory after the Closing Date, less a commission equal to twenty five percent (25%) of the “net sales price” received by the Seller that may be retained by the Seller for all such shipments made by the Seller. The Seller shall provide the Buyer with a monthly report permitting the Buyer to monitor such transactions, in a form and content to be agreed by the parties. Notwithstanding the foregoing provision, the Buyer may pay all or any remaining portion of the Three Hundred Fifty Thousand dollar (\$350,000.00) balance due of the Purchase Price at any time prior to the end of such six (6) month period.

1.5 Assumption of Liabilities.

(a) At the Closing, the Buyer shall assume and agree to pay when due, perform and discharge in accordance with the terms thereof only those liabilities and obligations of the Seller for future performance after the Closing (i) under the Assigned Contracts included in the Purchased Assets, (ii) for product warranty claims relating to those products and services manufactured or provided exclusively by the Business without regard to when any such claim might arise and whether or not such claim arises under an Assigned Contract, as long as such product or service was listed on Schedule 1.5 or the related warranty was given by the Seller after the date hereof through the Closing Date in the ordinary course of business, and (iii) such other liabilities and obligations of the Seller related exclusively to the Business as specified in Schedule 1.5 (collectively the “Assumed Liabilities”). The Buyer’s assumption of the Assumed Liabilities shall in no way expand the rights or remedies of third parties against the Buyer as

compared to the rights and remedies which such parties would have had against the Seller had this Agreement not been consummated.

(b) The Buyer shall not assume and shall not in any way be responsible for any of the debts, liabilities or obligations of the Seller, direct or contingent, of whatsoever kind or nature, whether or not related to the Purchased Assets, unless expressly included among the Assumed Liabilities pursuant to Section 1.5(a) above. All such debts, liabilities and obligations of the Seller, other than the Assumed Liabilities, shall be referred to herein as the "Retained Liabilities."

1.6 Allocation of Purchase Price and Assumed Liabilities. The aggregate amount of the Purchase Price, including the Assumed Liabilities, shall be allocated among the Purchased Assets as set forth on Schedule 1.6 hereto. The Buyer and the Seller shall report the sale and purchase of the Purchased Assets on all tax returns and tax forms (including, without limitation, Form 8594 of the Internal Revenue Service) in a manner consistent with such allocation and shall not, in connection with the filing of such returns or forms, make any allocation of the Purchase Price and the Assumed Liabilities which is inconsistent with that allocation.

1.7 The Closing. The Closing shall take place at the offices of the Seller, 440 Kings Village Road, Scotts Valley, California 95066, at 1:30 p.m. California time, November 1, 2004, or at such other place, time or date as may be mutually agreed upon in writing by the parties hereto. Subject to the Closing, the transfer of the Purchased Assets by the Seller to the Buyer shall be deemed effective as of 12:01 a.m. California time on the date of the Closing (the "Closing Date").

2. Representations of the Seller. Seller hereby represents and warrants to the Buyer that:

2.1 Organization. The Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. The Seller has all requisite corporate power and authority to own and lease its assets and properties and to carry on the Business as now being conducted. The Seller has full power to execute and deliver this Agreement and the other agreements provided for herein, and to consummate the transactions contemplated hereby and thereby.

2.2 Authorization. The execution and delivery of this Agreement by the Seller, and the agreements provided for herein, and the consummation by the Seller of all the transactions contemplated hereby, have been duly authorized by all requisite action on the part of the Seller. This Agreement and all such other agreements and obligations entered into and undertaken in connection with the transactions contemplated hereby to which the Seller is a party constitute the valid and legally binding obligations of the Seller, enforceable against it, in accordance with their respective terms, except to the extent that such enforcement is limited by any bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other laws affecting the rights of creditors generally and general equity principles (the "Bankruptcy Exception"); provided however, that Seller is making no representation as to the validity or enforceability of the agreements set forth in Section 5.6 of this Agreement. Assuming all consents, approvals, authorizations and other actions described in Schedule 2.2 have been obtained and except as may result from any facts or circumstances relating to the Buyer or its Affiliates (for purposes of this

Agreement, a person shall be considered an "Affiliate" of another person if one of such persons controls or is controlled by the other person or the two persons are under common control) or as described on Schedule 2.2, the execution, delivery and performance by the Seller, of this Agreement and the agreements provided for herein, and the consummation by the Seller, of the transactions contemplated hereby and thereby, will not, with or without the giving of notice or the passage of time or both, (a) violate the provisions of any law, rule or regulation applicable to it; (b) violate the provisions of any of its organizational documents; (c) violate any judgment, decree, order or award of any court, governmental body or arbitrator, to which it or any of its assets is a party; or (d) conflict with or result in the breach or termination of any material term or provision of, or constitute a default under, or cause any acceleration under, or cause the creation of any Encumbrance upon any of its assets pursuant to any indenture, mortgage, deed of trust or other instrument or agreement to which it is a party or by which it or any of its assets are or may be bound. Schedule 2.2 hereto sets forth a true, correct and complete list of all consents and approvals of third parties -- regulatory, contractual or otherwise -- that are required in connection with the execution of this Agreement and the consummation by the Seller of the transactions contemplated hereby.

2.3 Ownership of the Assets. Except as set forth on Schedule 2.3, the Seller has good title to all of the Purchased Assets free and clear of all Encumbrances, other than (i) Encumbrances for taxes and other governmental charges and assessments that are not yet due and payable as of the Closing Date, and (ii) Encumbrances of carriers, warehousemen, mechanics and material men and other like liens arising in the ordinary course of business for sums not yet due and payable as of the Closing Date. Notwithstanding the foregoing exceptions, Seller hereby represents, warrants and confirms that it has sufficient cash resources to fully pay and discharge all amounts payable with respect to the items referenced in clauses (i) and (ii) herein (collectively referred to herein as the "Permitted Encumbrances"). Seller agrees that it shall discharge any Permitted Encumbrance by bond or otherwise prior to any foreclosure thereon. Upon the transfer of the Purchased Assets, Seller represents to the best of its knowledge and belief that the Buyer shall have acquired or have rights to all of the assets available to the Seller as of the date hereof and used in the Business as currently conducted. The delivery to the Buyer of the instruments of transfer of ownership contemplated by this Agreement will vest the Buyer with good and marketable title in and to the Purchased Assets, free and clear of all Encumbrances other than Permitted Encumbrances.

2.4 Intellectual Property.

(a) As of the Closing Date, the Seller represents to the best of its knowledge and belief that Schedule 1.1(d) hereto sets forth a true, correct, and materially complete list of all of the intellectual property rights of Seller to be transferred to the Buyer. True, correct and materially complete copies of all licenses and other agreements relating to the Transferred Intellectual Property (excluding off-the-shelf software programs licensed by the Seller pursuant to "shrink wrap" licenses) shall be delivered by the Seller to the Buyer as of the Closing Date, provided that such licenses and agreements shall be made available to Buyer upon request prior to the Closing for purposes of due diligence review only.

(b) Except as otherwise disclosed in Schedule 2.4 hereto, the Seller represents to the best of its knowledge and belief that it is the sole and exclusive owner or licensee of all

Transferred Intellectual Property and all designs, permits, labels and packages used on or in connection therewith. Except as disclosed in Schedule 2.4, the Seller has the right to use, free and clear of claims or rights of others, all of the Transferred Intellectual Property. All of the Transferred Intellectual Property will be owned by or permissible for use by the Buyer following the Closing on identical terms and conditions as it was immediately prior to the Closing. Except as set forth on Schedule 1.1(d), all Transferred Intellectual Property is valid and unexpired. The Seller has taken commercially reasonable and appropriate actions to maintain and protect the Transferred Intellectual Property. As of the Closing Date, to the best of Seller's knowledge and belief, (i) the conduct of the Business as currently conducted does not infringe upon the material intellectual property rights of any other person and (ii) the Seller is not making unlawful use of any material intellectual property rights of any third party. Except as disclosed on Schedule 2.4, as of the Closing Date, (a) the Seller has no disputes with or claims against any third party for infringement by such third party of any Transferred Intellectual Property, and (b) there is no claim or allegation that any of the Transferred Intellectual Property violates any third-party right.

(c) To the best of Seller's knowledge and belief, the Purchased Assets, including the Transferred Intellectual Property, and the Seller Software licensed pursuant to Section 1.2(b) of this Agreement, (i) constitute substantially all of the intellectual property rights and other assets used now or previously by the Seller in connection with the Business and (ii) constitute substantially all of the intellectual property rights and other assets necessary to operate the Business in substantially the same manner as the Business is has been operated by Seller since October 2003. To the best of Seller's knowledge and belief, no other person is infringing, misappropriating or making unlawful use of any Transferred Intellectual Property.

2.5 Condition. The Buyer agrees that it shall accept all Purchased Assets in an "As Is" "Where Is" condition at the Closing Date. At the Closing Date, and except for the Inventory specified in Sections 1.3 and 1.4(b) of this Agreement, the Buyer shall take delivery of the tangible Purchased Assets FOB the locations where such tangible Purchased Assets are currently located, and shall bear all risk of loss as well as the costs to ship such tangible Purchased Assets to the Buyer's location(s). Upon payment of the full Purchase Price, the Buyer shall take delivery of the remainder of the Inventory specified in Sections 1.3 and 1.4(b) of this Agreement FOB the Seller's warehouse, Scotts Valley, California, and shall bear all risk of loss as well as the costs to ship such Inventory to the Buyer's location(s). Until payment of the full Purchase Price by the Buyer, the Seller's no charge consignment of the Inventory specified in Sections 1.3 and 1.4(b) of this Agreement shall remain in effect. The Buyer understands and agrees that Section 1.1(a) and Schedule 1.1(b) only represents the Seller's commercially reasonable efforts to provide an exact accounting of such Purchase Assets, and that actual quantities of such Purchased Assets may differ. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SELLER MAKES NO WARRANTY WITH RESPECT TO THE PURCHASED ASSETS, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

2.6 EXCLUSIVITY OF REPRESENTATIONS. THE REPRESENTATIONS AND WARRANTIES MADE BY THE SELLER IN THIS AGREEMENT ARE EXCLUSIVE OF ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES. THE SELLER HEREBY DISCLAIMS ANY SUCH OTHER OR IMPLIED

REPRESENTATIONS OR WARRANTIES, NOTWITHSTANDING THE DELIVERY OR DISCLOSURE TO THE BUYER OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES OF ANY DOCUMENTATION OR OTHER INFORMATION (INCLUDING ANY FINANCIAL PROJECTIONS OR OTHER SUPPLEMENTAL DATA).

3. Representations of the Buyer. The Buyer hereby represents and warrants to the Seller as follows:

3.1 Organization and Authority. The Buyer is a corporation duly organized, validly existing and in good standing under the laws of the United Kingdom, and has requisite power and authority (corporate and other) to own and lease its assets and properties and to carry on its business as now being conducted. The Buyer has full power to execute and deliver this Agreement and the other agreements provided for herein, and to consummate the transactions contemplated hereby and thereby.

3.2 Authorization. The execution and delivery of this Agreement by the Buyer, and the agreements provided for herein, and the consummation by the Buyer of all transactions contemplated hereby, have been duly authorized by all requisite action on the part of the Buyer. This Agreement and all such other agreements and obligations entered into and undertaken in connection with the transactions contemplated hereby to which the Buyer is a party constitute the valid and legally binding obligations of the Buyer, enforceable against it in accordance with their respective terms subject to the Bankruptcy Exception, provided however, that Buyer is making no representation as to the validity or enforceability of the agreements set forth in Section 5.6 of this Agreement. Assuming all consents, approvals, authorizations and other actions described in this Section 3.2 have been obtained and except as may result from any facts or circumstances relating to the Seller or its Affiliates, the execution, delivery and performance by the Buyer of this Agreement and the agreements provided for herein, and the consummation by the Buyer of the transactions contemplated hereby and thereby, will not, with or without the giving of notice or the passage of time or both, (a) violate the provisions of any law, rule or regulation applicable to it; (b) violate the provisions of any of its organizational documents; (c) violate any judgment, decree, order or award of any court, governmental body or arbitrator, to which it or any of its assets is a party; or (d) conflict with or result in the breach or termination of any material term or provision of, or constitute a default under, or cause any acceleration under, or cause the creation of any Encumbrance upon any of its assets pursuant to any indenture, mortgage, deed of trust or other instrument or agreement that relates to it and to which it is a party or by which it or any of its assets are or may be bound. Schedule 3.2 hereto sets forth a true, correct and complete list of all consents and approval of third parties – regulatory, contractual or otherwise – that are required in connection with the execution of this Agreement and the consummation by the Buyer of the transactions contemplated hereby.

4. Access to Information; Public Announcements.

4.1 Access to Management, Properties and Records. Subject to compliance with any and all confidentiality agreements or obligations the Seller may have with or to any customer, supplier or other person, from the date of this Agreement until the Closing Date, to the extent allowable under applicable law, the Seller shall afford the officers, attorneys, accountants and other authorized representatives of the Buyer, including prospective financing sources,

reasonable access upon reasonable prior notice and during normal business hours to all management personnel, offices, properties, books and records of the Seller related to and used exclusively for the Business and the Purchased Assets, so that the Buyer may have full opportunity to make such investigation as it shall desire to make of the management, business, properties and affairs of the Seller exclusively related to and used for the Business and the Purchased Assets, and the Buyer shall be permitted to make, upon obtaining the Seller's prior consent, at the Buyer's expense, abstracts from, or copies of, all such books and records. The Seller shall make available to the Buyer such financial and operating data and other information as to the Purchased Assets and the Business as the Buyer shall reasonably request.

4.2 Public Announcements. The parties agree that prior to the Closing Date, except as otherwise required by law, any and all public announcements or other public communications concerning this Agreement and the purchase of the Purchased Assets by the Buyer shall be subject to the approval of both parties.

5. Covenants.

5.1 Conduct of Business. From and after the date hereof and until the Closing Date, the Seller shall conduct the Business in the ordinary course of business and in a manner consistent with the practices of the Seller since Seller has run the Business (October 10, 2003 for US, February 1, 2004 for international), except as agreed to in writing between the Seller and the Buyer. Without the prior written consent of the Buyer, the Seller shall not, except in connection with the transactions contemplated by this Agreement:

(a) incur any obligation or liability (absolute or contingent) with respect to the Business, except current liabilities incurred and obligations under contracts entered into in the ordinary course of business, which individually do not exceed \$10,000, unless it is for the purchase of inventory for which the Seller has a customer purchase order for an amount equal to at least one hundred fifty percent (150%) of its cost;

(b) mortgage, pledge, or subject to any Encumbrance, other than Permitted Encumbrances, any of the Purchased Assets;

(c) sell, assign, or transfer any of the Purchased Assets, except for Inventory sold in the ordinary course of business;

(d) cancel any debts or claims with respect to the Business, except in the ordinary course of business;

(e) waive any rights of material value contained in the Purchased Assets;

(f) terminate, modify, amend or alter any of the Assigned Contracts included among the Purchased Assets;

(g) take or permit any act or omission constituting a breach or default under any Assigned Contract;

(h) fail to use commercially reasonable efforts to maintain the Purchased Assets in good repair, ordinary wear and tear excepted;

(i) materially alter any billing or collections practices with respect to the Business;

(j) defer the payment or fulfillment of any obligations included in the Assumed Liabilities other than in the ordinary course of business consistent with past practice; or

(k) take any other action that would cause any of the representations and warranties made by the Seller in this Agreement not to be true and correct on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date.

5.2 Tax Matters. The Seller will, on a timely basis, file all tax returns for and pay any and all Taxes that shall become due on account of the operation of the Business or the ownership of the Purchased Assets for all periods on or prior to the Closing Date. The Buyer will, on a timely basis, file all tax returns for and pay any and all Taxes that shall become due on account of the operation of the Business or the ownership of the Purchased Assets for all periods subsequent to the Closing Date.

5.3 Communication with Customers and Suppliers. The Seller and the Buyer will cooperate in their communications with suppliers to and customers of the Business to accomplish the transfer of the Purchased Assets to the Buyer on the Closing Date.

5.4 Continuing Obligation to Inform. From time to time prior to the Closing, the Seller and the Buyer will deliver or cause to be delivered to the other in writing in reasonable detail supplemental information concerning events subsequent to the date hereof which would render any statement, representation or warranty in this Agreement or any information contained in any Schedule inaccurate or incomplete in any material respect at any time after the date hereof until the Closing Date. The delivery of such supplemental information pursuant to this Section 5.4 shall (a) not cure any breach of any representation or warranty requiring disclosure of such matter prior to the date of this Agreement or otherwise limit or affect the remedies available hereunder to the party receiving such supplemental information, and (b) have no effect in determining the satisfaction of the conditions set forth in Article 6 and Article 7 hereof; provided, however, that the delivery of such supplemental information shall have the effect of precluding an indemnity claim pursuant to Article 8 based on any such supplemental information which has been disclosed in all material respects in accordance with this Section 5.4.

5.5 Confidentiality.

(a) Each party hereto will (and will use its commercially reasonable efforts to cause its Affiliates and their representatives to) (i) hold in strict confidence from and not disclose to any person other than such Affiliates and representatives and (ii) not use for any purpose other than evaluating and negotiating the transactions contemplated by this Agreement (unless (x) compelled to disclose by judicial or administrative process (including without limitation in connection with obtaining the necessary approvals of this Agreement and the transactions contemplated hereby of governmental or regulatory authorities) by other requirements of law,

provided that the recipient of such information and documents provides prior written notice to the other party of such disclosure and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure or (y) disclosed in an action or proceeding brought by a party hereto in pursuit of its rights or any exercise of its remedies hereunder), all documents and information concerning the other party or any of its Affiliates furnished to it by the other party or such other party's representatives in connection with this Agreement or the transactions contemplated hereby, and all information about the transaction contemplated hereby, except to the extent such documents or information can be shown to have been (A) previously known to the party receiving such documents or information through no wrongful act on the part of such receiving party, (B) in the public domain (either prior to or after the furnishing of such documents or information hereunder) through no fault of such receiving party or (C) later acquired by the receiving party from another source having the legal right to disclose such information or documents; provided that following the Closing the foregoing restrictions will not apply to the Buyer's use of documents and information concerning the Business or the Purchased Assets furnished by the Seller hereunder. In the event the transactions contemplated hereby are not consummated, upon the request of the other party, each party hereto will, and will cause its Affiliates, any person who is provided, or who is considering providing, financing to such party and their respective representatives to, promptly (in no event later than (5) days after such request) redeliver or cause to be redelivered all copies of documents and information furnished by the other party in connection with this Agreement or the transactions contemplated hereby and destroy or cause to be destroyed all notes, memoranda, summaries, analyses, compilations and other writings related thereto or based thereon prepared by the party furnished such documents or information and its representatives.

(b) To the extent reasonably practicable, prior to any disclosure required by law, regulation or judicial order, the party required to make disclosure shall advise the other party of such requirement so that the non-disclosing party may seek a protective order.

5.6 Noncompetition by Seller and Buyer. For a period of three (3) years from and after the Closing Date:

(a) neither the Seller nor any of its Affiliates will engage in the design, manufacture, marketing, sale, installation and maintenance of HTR horizontal furnace systems, parts and components branded under the names "Thermco", "Silicon Valley Group", "SVG", "ASM Lithography", or "Aviza" in competition with the Business, anywhere in the world, including the sale or resale of parts and components that use the current "Thermco" HTR part numbers or "Thermco" HTR numbering system, provided that this provision shall not limit the Seller, at its option, from providing products or services related to the Business to third parties anywhere in the world during such period of time as otherwise provided in this Agreement, or at the written request of the Buyer or upon a written referral from the Buyer and,

(b) neither the Buyer nor any of its Affiliates will (i) offer for sale used systems, refurbishment, sub assemblies, parts or components for use in the Seller's vertical thermal reactor (VTR) products, or the Seller's advanced vertical processor (AVP), rapid vertical processor (RVP), atomic layer deposition (ALD) and minibatch product lines, or (ii) engage in any service related to the Seller's VTR, AVP, RVP, ALD or minibatch products. Notwithstanding the foregoing provision, in the event that the Buyer is unable to provide timely

field service support as requested by one or more existing HTR customers of the Seller and such HTR customer(s) request(s) that the Seller provide such support, the Seller will have the option to perform such field service support and any revenue generated as a result will be retained by the Seller.

(c) The provisions of Section 5.6(a) shall not apply to the Seller nor any of its Affiliates with respect to the consigned Inventory retained and to be sold by the Seller during the six (6) month period after the Closing Date as provided in Sections 1.3 and 1.4(b) of this Agreement, and shall not apply to the Seller nor any of its Affiliates thereafter with respect to such Inventory in the event the full Three Hundred Fifty Thousand dollar (\$350,000.00) payment (or any balance due thereof after deductions by the Seller under Section 1.4(b)) is not made by the Buyer at the end of six (6) months after the Closing Date.

5.7 Injunctive Relief. The Seller and the Buyer acknowledge that any breach or threatened breach of the provisions of Section 5.6 of this Agreement will cause irreparable injury to the Buyer and the Seller, respectively, for which an adequate monetary remedy does not exist. Accordingly, in the event of any such breach or threatened breach, the Buyer or the Seller, respectively, shall be entitled, in addition to the exercise of other remedies, to seek and obtain injunctive relief, without necessity of posting a bond, restraining the Seller or the Buyer, respectively, from committing such breach or threatened breach.

5.8 Nonsolicitation by Buyer; Injunctive Relief.

(a) For a period of five (5) years from and after the Closing Date, the Buyer or any Affiliate of the Buyer will not, directly or indirectly, (i) solicit for employment any person who is an employee of the Seller, except to the extent that solicitation occurs as a result of advertisements or other general employment solicitations, or (ii) employ any person who is an employee of the Seller, without Seller's prior written consent.

(b) The Buyer acknowledges that any breach or threatened breach of the provisions of subsection (a) of this Section 5.8 will cause irreparable injury to the Seller for which an adequate monetary remedy does not exist. Accordingly, in the event of any such breach or threatened breach, the Seller shall be entitled, in addition to the exercise of other remedies, to seek and obtain injunctive relief, without necessity of posting a bond, restraining the Buyer from committing such breach or threatened breach.

5.9 Covenant to Meet Closing Conditions. The Buyer and the Seller will, and will cause their affiliated and related parties to, cooperate and expend commercially reasonable efforts to meet and fulfill the conditions to Closing and other obligations to be performed or fulfilled by them under this Agreement to the end that the transactions contemplated by this Agreement shall be consummated.

5.10 Accounts Receivable. Subject to the provisions of Section 1.1(c) regarding accounts receivable and payments retained by the Seller, to the extent either party shall receive payment of any accounts receivable belonging to the other party, the party receiving such payment shall promptly upon receipt of such payment pay and deliver such payment to the other party.

6. Conditions to Obligations of the Buyer. The obligations of the Buyer under this Agreement are subject to the fulfillment, at the Closing Date, of the following conditions precedent, each of which may be waived in writing in the sole discretion of the Buyer:

6.1 Continued Truth of Representations and Warranties of the Seller; Compliance with Covenants and Obligations. The representations and warranties of the Seller shall be true in all material respects on and as of the Closing Date as though such representations and warranties were made on and as of such date, except for any changes permitted by the terms hereof or consented to in writing by the Buyer. The Seller shall have performed and complied in all material respects with all terms, conditions, covenants, obligations, agreements and restrictions required by this Agreement to be performed or complied with by it prior to or at the Closing Date.

6.2 Corporate Proceedings. All corporate and other proceedings required to be taken on the part of the Seller to authorize or carry out this Agreement and to convey, assign, transfer and deliver the Purchased Assets shall have been taken.

6.3 "Thermco" Trademark. As of the Closing Date, Seller shall not have taken any action to register any federal or state trademark for the name "Thermco", or taken any other action to contest Buyer's right to own and use the "Thermco" name or supported efforts by any third party to take any such action or contest Buyer's right to own or use the "Thermco" name.

6.4 Governmental Approvals. All governmental agencies, departments, bureaus, commissions and similar bodies, the consent, authorization or approval of which is necessary under any applicable law, rule, order or regulation for the consummation by the Seller of the transactions contemplated by this Agreement shall have consented to, authorized, permitted or approved such transactions.

6.5 Consents. The Seller shall have received all the consents described on Schedule 2.2 hereto.

6.6 Adverse Proceedings. No action or proceeding by or before any court or other governmental body shall have been instituted or threatened by any governmental body or person whatsoever which shall seek to restrain, prohibit or invalidate the transactions contemplated by this Agreement.

6.7 Closing Deliveries. The Buyer shall have received at or prior to the Closing each of the following documents:

- (a) a bill of sale substantially in the form attached as Exhibit 6.7(a) hereto;
- (b) such other instruments of conveyance, assignment and transfer, in form and substance reasonably satisfactory to the Buyer, as shall be appropriate to convey, transfer and assign to, and to vest in, the Buyer, the Seller's interest in the Purchased Assets;
- (c) a certificate duly executed by an authorized officer of the Seller evidencing satisfaction of the conditions specified in Section 6;

(d) certificates of the Secretary or Assistant Secretary of the Seller attesting to the incumbency of the Seller's officers, respectively, and the authenticity of the resolutions authorizing the transactions contemplated by the Agreement;

(e) a Transition Services Agreement duly executed by an authorized officer of the Seller;

(f) any and all documents necessary to properly record the assignment to the Buyer of all of the Sellers' rights, title and interests in and to the Transferred Intellectual Property, including one or more trademark assignments and one or more patent assignments covering all of the trademarks and patents (both U.S. and foreign) included in the Transferred Intellectual Property;

(g) agreements, including as applicable UCC termination statements, evidencing the release of any security interest in the Purchased Assets as more fully described in Schedule 2.3 hereof;

(h) The following spreadsheets (to be provided immediately prior to the Closing and which shall be deemed satisfactory to Buyer upon occurrence of the Closing): spreadsheet of HTR Inventory (as described in Schedule 1.1(b)); spreadsheet of HTR Backlog (as described in Schedule 1.1(c)); spreadsheet of HTR Patents (as described in Schedule 1.1(d)); and spreadsheet of HTR Accounts Payable (as described in Schedule 1.5), and

(i) such other documents, instruments or certificates as the Buyer may reasonably request

7. Conditions to Obligations of the Seller. The obligations of the Seller under this Agreement are subject to the fulfillment, at the Closing Date, of the following conditions precedent, each of which may be waived in writing at the sole discretion of the Seller:

7.1 Continued Truth of Representations and Warranties of the Buyer; Compliance with Covenants and Obligations. The representations and warranties of the Buyer in this Agreement shall be true in all material respects on and as of the Closing Date as though such representations and warranties were made on and as of such date, except for any changes consented to in writing by the Seller. The Buyer shall have performed and complied in all material respects with all terms, conditions, obligations, covenants, agreements and restrictions required by this Agreement to be performed or complied with by it prior to or at the Closing Date.

7.2 Corporate Proceedings. All corporate and other proceedings required to be taken on the part of the Buyer to authorize or carry out this Agreement shall have been taken.

7.3 Governmental Approvals. All governmental agencies, departments, bureaus, commissions and similar bodies, the consent, authorization or approval of which is necessary under any applicable law, rule, order or regulation for the consummation by the Buyer of the transactions contemplated by this Agreement shall have consented to, authorized, permitted or approved such transactions.

7.4 Adverse Proceedings. No action or proceeding by or before any court or other governmental body shall have been instituted or threatened by any governmental body or person whatsoever which shall seek to restrain, prohibit or invalidate the transactions contemplated by this Agreement.

7.5 Purchase Price. The Buyer shall have paid Five Hundred Thousand dollars (\$500,000.00) of the Purchase Price to the Seller.

7.6 Closing Deliveries. The Seller shall have received at or prior to the Closing each of the following documents:

(a) a certificate duly executed by an authorized officer of the Buyer evidencing satisfaction of the conditions specified in this Section 7;

(b) a certificate of the Secretary of the Buyer attesting to the incumbency of the Buyer's officers, the authenticity of the resolutions authorizing the transactions contemplated by this agreement, and the authenticity and validity of the organizational documents;

(c) an executed instrument of assumption in the form of Exhibit 7.6(c) hereto;

(d) a Transition Services Agreement duly executed by an authorized officer of the Buyer; and

(e) a California reseller's certificate (for sales tax purposes) and such other documents, instruments or certificates as the Seller may reasonably request.

7.7 Consents. The Buyer shall have received all of the consents described on Schedule 3.2 hereto.

8. Indemnification.

8.1 Indemnification by the Seller. From and after the Closing, the Seller agrees, subject to the provisions of this Article 8, to defend, indemnify and hold the Buyer harmless from and against all claims, damages, losses, liabilities, costs and expenses (including, without limitation, settlement costs and reasonable legal, accounting or other expenses for investigating or defending any actions or threatened actions) (together "Losses") incurred by the Buyer which relate to, arise out of, or are incurred in connection with (a) any breach by the Seller of any representation or warranty contained in this Agreement or in any certificate or schedule furnished by it pursuant to this Agreement, (b) any breach of any covenant, agreement or obligation of the Seller contained in this Agreement or any other agreement, instrument or document contemplated by this Agreement, (c) any claims against, or liabilities or obligations of, the Seller with respect to or arising out of or related to the Retained Liabilities.

8.2 Indemnification by the Buyer. From and after the Closing, the Buyer agrees, subject to the provisions of this Article 8, to defend, indemnify and hold the Seller harmless from and against all Losses incurred by it which relate to, arise out of, or are incurred in connection with (a) any breach by the Buyer of any representation or warranty contained in this Agreement or in any certificate or schedule furnished by the Buyer to the Seller pursuant to this Agreement,

(b) any breach of any covenant, agreement or obligation of the Buyer contained in this Agreement or any other agreement, instrument or document contemplated by this Agreement, and (c) any claims against, or liabilities or obligations of, the Buyer with respect to or arising out of or related to the Assumed Liabilities.

8.3 Claims for Indemnification. A party that may be entitled to indemnification pursuant to Section 8.1 or Section 8.2 (the "Indemnified Party") shall promptly notify the party potentially liable for such indemnification (the "Indemnifying Party") in writing of any pending or threatened claim or demand which the Indemnified Party has determined has given or could give rise to a right of indemnification under this Agreement (including a pending or threatened claim or demand asserted by a third party against the Indemnified Party), describing in reasonable detail the facts and circumstances with respect to the subject matter of such claim or demand. Subject to the Indemnifying Party's right to defend in good faith third party claims as hereinafter provided, the Indemnifying Party shall satisfy its obligations under this Article 8 promptly, but in no event later than thirty (30) days after the receipt of written notice thereof from the Indemnified Party.

8.4 Defense by Indemnifying Party. If the Indemnified Party shall notify the Indemnifying Party of any claim or demand pursuant to Section 8.3, and if such claim or demand relates to a pending or threatened claim or demand asserted by a third party against the Indemnified Party which the Indemnifying Party acknowledges is a claim or demand for which it must indemnify, defend and hold harmless the Indemnified Party against or reimburse the Indemnified Party for under Section 8.1 or Section 8.2, as applicable, the Indemnifying Party shall have the right to defend such claim or demand, and to control the defense thereof, and if it elects to defend such claim or demand, it shall employ counsel reasonably acceptable to the Indemnified Party to defend such claim or demand asserted against the Indemnified Party. The Indemnified Party may participate in the defense of any claim or demand for which it is not controlling the defense, at its own expense. The Indemnifying Party shall notify the Indemnified Party in writing, as promptly as possible (but in any case before the due date for the answer or response to a claim) after the date of the notice of claim given by the Indemnified Party to the Indemnifying Party under Section 8.3 of its election to defend in good faith any such third party claim or demand. So long as the Indemnifying Party is defending any such claim or demand asserted by a third party against the Indemnified Party, the Indemnified Party shall not settle or compromise such claim or demand. The Indemnified Party shall make available to the Indemnifying Party or its agents all records and other materials in the Indemnified Party's possession reasonably required by the Indemnifying Party for its use in defending any third party claim or demand. Whether or not the Indemnifying Party elects to defend any such claim or demand, the Indemnified Party shall have no obligations to do so. The Indemnifying Party shall not settle or compromise any such claim or demand, unless the Indemnified Party is given a full, complete and unconditional release of any and all liability by all relevant parties relating thereto. If the Indemnifying Party does not assume the defense of any such claim or litigation resulting there from within 30 days after the date such claim is made, (a) the Indemnified Party may defend against such claim or litigation, in such manner as it may deem appropriate, including, without limitation, settling such claim or litigation, after giving notice of the same to the Indemnifying Party, on such terms as the Indemnified Party may deem appropriate, and (b) the Indemnifying Party shall be entitled to participate in (but not control) the defense of such action, with its counsel and at its own expense.

8.5 Survival of Representations; Claims for Indemnification. All representations and warranties made by the parties herein or in any instrument, document or certificate delivered under Article 6 or Article 7 herewith shall survive the Closing and any investigation at any time made by or on behalf of the parties hereto except as limited by the provisions of Section 5.4 hereof. All such representations and warranties shall expire on the eighteen-month anniversary of the Closing Date, except for claims with respect thereto, if any, asserted in writing prior to such eighteen-month anniversary, which shall survive until finally resolved and satisfied in full, provided, however, that:

(a) claims arising out of or related to any breach of the representations and warranties contained in the first sentence of Section 2.3 shall survive indefinitely;

(b) claims arising out of or related to the Retained Liabilities and the Assumed Liabilities shall survive indefinitely; and

(c) claims arising out of or related to any breach of the covenants contained herein shall survive until one (1) year after the expiration of such covenants or the final performance date thereof.

8.6 Limitation of Indemnification Liability. The liability of each party to the other under this Section 8 shall be limited to the Closing Cash Amount paid by the Buyer to the Seller under this Agreement.

9. Post-Closing Agreements. From and after the Closing Date:

9.1 Sharing of Data.

(a) The Buyer shall have the right for a period of two (2) years following the Closing Date, to the extent allowable under applicable law, to have reasonable access to those records which are retained by the Seller pursuant to the terms of this Agreement to the extent that any of the foregoing relates solely to the Business and the Purchased Assets or is otherwise reasonably needed by the Buyer in order to comply with its obligations under applicable securities, tax, environmental, employment or other laws and regulations, provided that any such review by the Buyer shall be subject to Section 5.5 (Confidentiality) of this Agreement, or separate non-disclosure agreement, if requested by the Seller.

(b) The Seller shall have the right for a period of two (2) years following the Closing Date, to the extent allowable under applicable law, to have reasonable access to those records which are transferred to or maintained by the Buyer to the extent that any of the foregoing relates solely to the operations of the Business prior to the Closing Date or thereafter and is reasonably needed by the Seller in order to comply with its obligations under applicable securities, tax, environmental, employment or other laws and regulations or to respond to any disputes which relate to the Business or the Purchased Assets, provided that any such review by the Seller shall be subject to Section 5.5 (Confidentiality) of this Agreement, or separate non-disclosure agreement, if requested by the Buyer.

9.2 Transfer and Sales Tax; Certain Tax Matters.

(a) The Buyer and the Seller agree, upon request of the other, to use commercially reasonable efforts to cooperate with each other to obtain any certificate or other document from any governmental authority or any other person as may be necessary to mitigate, reduce or eliminate any Taxes that could be imposed on one, or both, of the Buyer and the Seller with respect to the transactions contemplated hereby.

(b) Notwithstanding any provisions of law imposing the burden of such taxes on the Seller or the Buyer, as the case may be, the Buyer shall be responsible for and shall pay (i) all sales, use, VAT and transfer taxes and (ii) the Buyer and the Seller shall each be responsible for and shall pay one half of all other governmental charges, if any, upon the sale or transfer of any of the Purchased Assets hereunder. If either party shall fail to pay such amounts on a timely basis, the other party may pay such amounts to the appropriate governmental authority or authorities, and the non-paying party shall promptly reimburse the paying party for any amounts so paid.

9.3 Referral of Customers. From and after the Closing Date, Seller shall notify Buyer within one (1) business day of receipt by Seller of any contacts, inquiries or requests with respect to products or services of the Business, and Seller shall refer any and all such customers or prospective customers to Buyer for all further communications and dealings in regard to such contact, inquiry or request.

9.4 "Thermco" Trademark. From and after the Closing Date, Seller shall take no action to register any federal or state trademark for the name "Thermco", or any other action to contest Buyer's right to own and use the "Thermco" name, or support efforts by any third party to take any such action or contest such right.

9.5 LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STATUTE, COMMON LAW OR OTHERWISE EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Termination of Agreement.

10.1 Termination by Lapse of Time. This Agreement may be terminated by the Buyer or Seller at 5:00 p.m., San Jose, California time, no earlier than November 15, 2004, if the transactions contemplated hereby have not been consummated by such time, unless such date is extended by the written consent of all of the parties hereto; provided, however, that such right to terminate this Agreement shall not be available to any party whose failure to fulfill any obligation of this Agreement has been the cause of, or resulted in, the failure of the transactions contemplated hereby to be consummated on or before such date.

10.2 Termination by Agreement of the Parties. This Agreement may be terminated by the mutual written agreement of the parties hereto. In the event of such termination by agreement, the Buyer shall have no further obligation or liability to the Seller under this

Agreement, and the Seller shall have no further obligation or liability to the Buyer under this Agreement.

10.3 Termination by Reason of Breach. This Agreement may be terminated by the Seller, if at any time prior to the Closing there shall occur a material breach of any of the representations, warranties or covenants of the Buyer or a material failure by the Buyer to perform any condition or obligation hereunder, and may be terminated by the Buyer, if at any time prior to the Closing there shall occur a material breach of any of the representations, warranties or covenants of the Seller or a material failure of the Seller to perform any condition or obligation hereunder, in each case if the breaching party has not cured such breach within ten (10) days of receipt of written notice thereof from the non-breaching party.

10.4 Effect of Termination. If this Agreement is terminated and the transactions contemplated hereby are not consummated as provided above, each and every representation and warranty contained in this Agreement or any Schedule hereto, or any certificate, document or other instrument delivered by the parties in connection herewith, shall expire and none of the parties hereto shall be under any liability whatsoever with respect to any such representation or warranty; provided, however, that notwithstanding the foregoing, each party shall be and remain liable to the other in the event that the failure so to close hereunder shall occur as a consequence of the failure of that party to fully perform its covenants and agreements hereunder or the breach by that party of its representations or warranties contained herein.

11. Brokers.

11.1 For the Seller. The Seller agrees to pay all fees, expenses and compensation owed to any person, firm or corporation who has acted in the capacity of broker or finder on its behalf in connection with the transactions contemplated by this Agreement. The Seller agrees to indemnify and hold harmless the Buyer against any claims or liabilities asserted against it by any person acting or claiming to act as a broker or finder on behalf of the Seller.

11.2 For the Buyer. The Buyer agrees to pay all fees, expenses and compensation owed to any person, firm or corporation who has acted in the capacity of broker or finder on its behalf in connection with the transactions contemplated by this Agreement. The Buyer agrees to indemnify and hold harmless the Seller against any claims or liabilities asserted against it by any person acting or claiming to act as a broker or finder on behalf of the Buyer.

12. General Provisions.

12.1 Notices. Any notices or other communications required or permitted hereunder shall be sufficiently given if delivered by facsimile (followed by delivery of a copy via overnight courier service) personally, sent by reputable overnight delivery service (such as Federal Express or Airborne Express) or sent by first class certified United States mail, postage prepaid, addressed as follows or to such other address of which the parties may have given notice:

To the Seller:

Aviza Technology, Inc.
440 Kings Village Road
Scotts Valley, California 95066
Tel: 831-439-6360
Fax: 831-439-4488
Attn.: Chief Financial Officer

To the Buyer:

Tetreon Technologies Limited
Highfield
Rock Road
Washington
West Sussex RH20 3BH
United Kingdom
Tel: 044 (0) 1903 892088
Fax: 044 (0) 1903 892088
Attn: Managing Director

Unless otherwise specified herein, such notices or other communications shall be deemed received (a) on the date sent, if sent by facsimile, (b) on the date delivered, if delivered personally, (c) one business day after being sent, if sent by reputable overnight delivery service or (d) three business days after being sent, if sent by certified mail.

12.2 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that the Buyer and the Seller may not assign their respective obligations hereunder without the prior written consent of the other party; provided, however, that the Buyer may assign this Agreement, and its rights and obligations hereunder, to a wholly-owned subsidiary thereof.

12.3 Entire Agreement; Amendments; Attachments. This Agreement, all Schedules and Exhibits hereto, and all agreements and instruments to be delivered by the parties pursuant hereto represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersede all prior oral and written and all contemporaneous oral negotiations, commitments and understandings between such parties. The Buyer and the Seller may amend or modify this Agreement, in such manner as may be agreed upon, by a written instrument executed by the Buyer and the Seller. If the provisions of any Schedule or Exhibit to this Agreement are inconsistent with the provisions of this Agreement, the provision of the Agreement shall prevail. The Exhibits and Schedules attached hereto or to be attached hereafter are hereby incorporated as integral parts of this Agreement.

12.4 Waivers. No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any waiver on the part of any party of any such right, power or privilege, nor any single or partial exercise of any such right, power or privilege, preclude any further exercise thereof or the exercise of any other such right, power or privilege.

12.5 Expenses. The Buyer and the Seller shall each pay their own expenses in connection with this Agreement and the transactions contemplated hereby.

12.6 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

12.7 Section Headings. The section headings are for the convenience of the parties and in no way alter, modify, amend, limit, or restrict the contractual obligations of the parties.

12.8 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

12.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be one and the same document.

12.10 Bulk Sales. The Seller and the Buyer hereby waive compliance with the provisions of any applicable bulk transfer laws.

12.11 Arbitration. Any dispute between the parties related to or arising from this Agreement shall be subject to informal mediation between the Chief Financial Officers of the parties acting in good faith to resolve the dispute. If such dispute cannot be resolved through mediation after reasonable efforts, the matter shall, at the option of either party, be submitted to arbitration conducted by one (1) arbitrator agreeable to the parties. If the parties cannot promptly agree on a single arbitrator, then, within thirty (30) days after commencement of the arbitration, the parties shall each select one (1) arbitrator and the two (2) arbitrators shall promptly select a third arbitrator. If one party does not select an arbitrator during such thirty (30) day period, the arbitration shall be conducted by the one (1) arbitrator selected by the other party. Any such arbitration shall be held in Santa Clara County, California, under the rules then in effect of the American Arbitration Association. The arbitrator(s) shall determine how all expenses relating to the arbitration shall be paid, including without limitation, the respective expenses of each party, the fees of each arbitrator and the administrative fee of the American Arbitration Association. The arbitrator or arbitrators, as the case may be, shall set a limited time period and establish procedures designed to reduce the cost and time for discovery while allowing the parties an opportunity for discovery. The decision of the arbitrator or a majority of the three (3) arbitrators, as the case may be, shall be final, binding and conclusive upon the parties to this Agreement. Such decision shall be written and shall be supported by written findings of fact and conclusions that shall set forth the award, judgment, decree or order awarded by the arbitrator(s). Within thirty (30) days of a decision of the arbitrator(s) requiring payment by one party to another, such

party shall make the payment to such other party. Judgment upon any award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

IN WITNESS WHEREOF, this Agreement has been duly executed as an instrument under seal by the parties hereto as of and on the date first above written.

Seller:

AVIZA TECHNOLOGY, INC.

By: 

Name: Patrick C. O'Connor

Title: Chief Financial Officer

Buyer:

TETREON TECHNOLOGIES LIMITED

By: _____

Name:

Title:

party shall make the payment to such other party. Judgment upon any award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

IN WITNESS WHEREOF, this Agreement has been duly executed as an instrument under seal by the parties hereto as of and on the date first above written.

Seller:

AVIZA TECHNOLOGY, INC.

By: _____

Name:

Title:

Buyer:

TETREON TECHNOLOGIES LIMITED

By:  _____

Name: G. S. H. ROODS

Title: MANAGING DIRECTOR.

Schedule 1.1(d)

A. Assigned Patents

See accompanying spreadsheet "Aviza Technology HTR Patents – as of _____, 2004" [intended to be dated as of the Closing Date], which is incorporated herein.

B. Trademarks

Thermco (common law trademark; US federal registration expired)

C. Material copyrights

There are no federal copyright registrations being transferred. Copyrights being transferred are unregistered copyrights used solely in connection with the Business that may exist generally under the law. *Notwithstanding the foregoing, no copyrights to the Seller Software set forth in Schedule 1.2 are being transferred; ownership of such copyrights are retained by the Seller and are licensed to the Buyer according to the provisions of Section 1.2(a) of this Agreement.*

D. Computer software, data, data bases and documentation

1. SBC (Single Board Computer) (ZIP Disk)*

- A. Source code for SBC program
- B. Source code for the PROM on the SBC board
- C. Source code for the SBC loader that runs on PC
- D. Miscellaneous files needed to build the SBC.

*Licenses to embedded third-party software called SMX and PMEasy are not transferable and licenses must be obtained directly by the Buyer

2. TMX 10K (VAX CPU) (4mm DAT tape)*

- A. Source Code
 - B. DANS software
 - C. Files needed to build to software
- *Third party development tools not included

3. TMX 10K (ALPHA CPU) (4mm DAT tape)*

- A. Source Code
 - B. Files needed to build to software
- *Third party development tools not included

4. TMX 9K (TMX 9K was superseded and replaced by TMX 10K. To the extent there are any known deliverables, they will be transferred at the Closing)

E. Trade Secrets and Confidential Information

All deliverables in Schedules 1.1 (b), (c) and (d).



Aviza Technology HTR Patents - as of July 8, 2004

| Invention ID | Invention Title | Inventor/Primary | Product Line | File Date | Patent Number | Issue date | Status | Country |
|----------------|---|------------------|--------------|------------|---------------|------------|-----------|---------|
| A-68900-02-00 | Semiconductor Wafer Furnace Door | Robert | HTR | 6/30/1986 | US 4,692,115 | 9/8/1987 | Abandoned | US |
| A-68900-03-00 | Semiconductor Wafer Boat Loader Control System | Aldridge, R | HTR | 6/30/1986 | US 4,684,863 | 8/4/1987 | Abandoned | US |
| FA-68901-00-CA | Gas Scavenger | Taylor, J | HTR | 8/21/1987 | 1,277,442 | 12/4/1990 | Abandoned | Canada |
| A-68900-01-00 | Mounting | Aldridge, R | HTR | 6/30/1986 | US 4,721,424 | 1/26/1988 | ISSUED | US |
| A-68914-00-00 | Wafer Transfer Stand | Sanders, John | HTR | 5/12/1987 | US 4,721,427 | 1/26/1988 | ISSUED | US |
| A-68900-00-00 | Method of Loading and Unloading a Furnace | Aldridge, R | HTR | 4/3/1985 | US 4,636,140 | 1/13/1987 | ISSUED | US |
| A-68901-00-00 | Gas Scavenger | Taylor, J | HTR | 10/16/1989 | US 4,711,197 | 12/8/1987 | ISSUED | US |
| FA-68901-00-JP | Gas Scavenger | Taylor, J | HTR | 10/16/1987 | 2642936 | 5/2/1997 | ISSUED | Japan |
| A-68911-00-00 | Mass Flow Controller | Doyle, James | HTR | 10/3/1980 | US 4,658,855 | 4/21/1987 | ISSUED | US |
| A-71355-00-00 | Semiconductor Wafer Carrier Transport Apparatus | | HTR | | US 4,722,659 | 2/12/1988 | ISSUED | US |