

Form PTO-1015 (Rev. 04-01)
OMB No. 0551-0227 (exp. 3-31-2003)

03-17-2005

U.S. Department of Commerce
United States Patent and Trademark Office
eReg No. 108430.035A

REC



102960869

To the Director of the U.S. Patents and Trad

for the new address(es) below.

3.305

1. Name of conveying party(ies)/Execution Date(s):
John Korbler
Xuecang Geng

2. Name and address of receiving party(ies)

Name: AKRION, LLC
Internal Address: #150

RECEIVED
CENTRAL FAX CENTER
MAR 03 2005

Execution Date(s) Nov. 17, 2004
Additional name of conveying party(ies) attached? Yes No

Street Address: 6330 Hedgewood Drive

City: Allentown

State: PA

Country: USA

2005
Zip: 18106

3. Nature of conveyance:

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

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

4. Application number(s) or patent number(s):

A. Patent Application No.(s)
10/699,042

This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Brian L. Belles
Internal Address: Cozen o'Connor

Street Address: 1900 Market St.

City: Philadelphia.

State: PA

Zip: 19103

Phone Number : 215 665-7244

Fax Number: 215 701-2044

Email Address: bbelles@cozen.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40

- 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 50-1275

Authorized User Name Cozen O'Connor

9. Signature :

Brian L. Belles
Signature

3/13/05
Date

Brian L. Belles

Total number of pages including cover sheet, attachments, and documents 5

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (703) 308-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1460, Alexandria, V.A. 22313-1460

PAGE 2/43 * RCVD AT 3/3/2005 3:13:32 PM (Eastern Standard Time) * SVR:USPTO-EFXRF-1/6 * DNIS:8729306 * CSID:215 665 2013 * DURATION (mm-ss):10-56

03/16/2005 6T0M11 00000097 501275 10699042

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PATENT
REEL: 016358 FRAME: 0593

DOCKET NO. 108430.035

PATENT
Joint Inventors

(New Application)

ASSIGNMENT

WHEREAS, we John Korbler and Xuecang Geng, hereinafter referred to as the assignors, residing respectively at 211 Mine St., Mertztown, PA 19539 and 1216 N. Foxpoint Drive, State College, PA 16803 are the joint inventors of certain inventions or improvements for which we have made application for Letters Patent to the United States, identified as Case No. 108430.035A entitled SUBSTRATE PROCESS TANK WITH ACOUSTICAL SOURCE TRANSMISSION AND METHOD OF PROCESSING SUBSTRATES; and

WHEREAS, Akrion LLC hereinafter referred to as the assignee, of 6330 Hedgewood Drive, #150, Allentown, Pennsylvania is desirous of acquiring the entire right, title and interest in and to the said inventions or improvements and in and to the said application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in any and all countries:

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) to each of us in hand paid by said assignee, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said assignors, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over to said assignee, the entire right, title and interest in and to said inventions or improvements and said application and any and all continuations, divisions and renewals of and substitutes for said application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in the United States and any and all other countries, and any reissue or reissues or extension or extensions of said Letters Patent, and assign to and authorize said assignee, to file in our names applications for Letters Patent in all countries, the same to be held and enjoyed by said assignee, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by us had this assignment, sale and transfer not been made.

AND we hereby covenant that we have full right to convey the entire interest herein assigned, and that we have not executed and will not execute any agreement in conflict herewith, and we further covenant and agree that we will each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said inventions or improvements, said application and said Letters Patent to said assignee, its successors, assigns, nominees, or legal representatives, and each of us agrees to communicate to said assignee or to its nominee all known facts respecting said inventions or improvements, said application and said Letters Patent, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers and divisional, continuing, reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid said assignee, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit proper patent protection for said inventions or improvements in any and all countries.

DOCKET NO. 103430.035

PATENT
Joint Inventors

AND we hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue to said assignee, as assignee of the entire right, title and interest, any and all Letters Patent for said inventions or improvements, including any and all Letters Patent of the United States which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of this assignment.

AND this Assignment may be executed in multiple counterparts, each of which shall be deemed to be an original of this Assignment. Additionally, we hereby authorize our attorneys to collect the signature pages of each executed counterpart and to attach those signature pages to a single copy of this instrument, which single copy and attached signature pages together shall constitute an original of this Assignment.

We further authorize and direct my attorneys to insert below* the serial number and filing date of said application now identified as Case No. @@ as soon as the same shall have been made known to them by the United States Patent Office.

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

11/17/03
Date

John Korbier (L.S.)
John Korbier

STATE OF Pa. :
COUNTY OF Lehigh : SS

On this 17 day of Nov, year of 2003, before me, the undersigned officer, personally came the above named John Korbier, to me personally known and known to me to be the same individual who executed the foregoing assignment, and who acknowledged to me that execution of the same was of that person's own free will for the use and purposes therein set forth.

Robert N. Skinner
Notary Public


NOTARIAL SEAL
ROBERT N. SKINNER, Notary Public
City of Fogelsville, Lehigh County, PA
My Commission Expires Nov. 12, 2005

DOCKET NO. 103432.035

PATENT
Joint Inventors

* The above assignment covers application Serial No. 101 699 042
filed on OCT 31, year of 2003.

The above insertion made by me this 3rd day of March,
year of 2005.



of COZEN O'CONNOR
Name: BRIAN L. Bziles
Registration No. 51,322

DOCKET NO. 103439.035

PATENT
Joint Inventors

Date

Xuecang Cheng (L.S.)

STATE OF :

SS

COUNTY OF :

On this _____ day of _____, year of _____, before me, the undersigned officer, personally came the above named **Xuecang Cheng**, to me personally known and known to me to be the same individual who executed the foregoing assignment, and who acknowledged to me that execution of the same was of that person's own free will for the use and purposes therein set forth.

Notary Public

DOCKET NO. 103439.055A
Serial No 10/699,042
Assignment of Patent Rights to Akrion, LLC

PATENT

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MAR 03 2005

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of: John Korbler
Serial No.: 10/699,042
Group Art Unit: 1746
Filed: October 31, 2003
Examiner: Alexander Markoff
Title: SUBSTRATE PROCESS TANK WITH ACOUSTICAL SOURCE
TRANSMISSION AND METHOD OF PROCESSING SUBSTRATES

Assignment of Patent Rights to Akrion, LLC

It is requested that all right and title in the present application be recorded in the name Akrion, LLC. There are two inventors in the present application, John Korbler and Xuecang Geng. The first named inventor, John Korbler, has executed a formal ASSIGNMENT, assigning all of his rights in the present application to Akrion, LLC on November 17, 2003. A copy of the ASSIGNMENT is included herewith.

The second named inventor, Xuecang Geng, refuses to sign any papers related to the present invention. However, all of Xuecang Geng's right and title in the present application was assigned to Akrion, LLC on December 20, 2001 and April 24, 2002 by virtue of two JOINT RESEARCH AND DEVELOPMENT AGREEMENTS (hereinafter collectively referred to as the "Development Agreements"). were entered into by Blatek and Akrion, LLC. As a result of and in fulfillment of the duties under the Development Agreements, Xuecang Geng and John Korbler jointly invented the subject matter claimed in the present application. The subject matter of the present application was developed in the course of fulfilling the duties set forth in the Development Agreements. Both Development Agreements, in Section 5.1 under the heading "Development Ownership," clearly state that "all intellectual property rights belong to

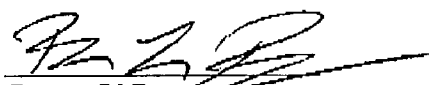
DOCKET NO. 103430.035A
Serial No 10/699,042
Assignment of Patent Rights to Akrium, LLC

PATENT

Akrium" for the developed technology. Copies of the signed Development Agreements are attached hereto. Thus, these documents evidence chain of title of the present application in Akrium, LLC.

Thus, the entire ownership of the subject matter of the present invention properly resides in Akrium, LLC, and it is requested that the assignment records properly reflect so.

Respectfully submitted,



Cozen O'Connor
Brian L. Belles
Registration No. 51,322
(Attorney for Applicant)

Date: 3/03/05
COZEN O'CONNOR, P.C.
1900 Market St.
Philadelphia, PA 19103-3508
Telephone: (215) 665-7244
Facsimile: (215) 701-2044

FROM: BLATEK LLC

PHONE NO.: 3142312005

Apr. 25 2002 09:00AM '02

Blatek Rev 2

Agreement Between

BLATEK

And

AKRION LLC

Agreement Number: 041902

Agreement Period: 4/19/02 To 4/19/03

Signatures: The undersigned agree that this document, consisting of 12 pages and Exhibits A through B attached, is intended by the parties as the final expression of their agreement and is the complete and exclusive statement of the terms and conditions.

AKRION LLC

BLATEK

B. MORMANTY,
Authorized Representative

Stuart Blacker
Authorized Representative

[Signature]
Signature

[Signature]
Signature

Date

4-24-02
Date

FROM: BLATEK INC.
FAX: 215-665-2013

PHONE NO.: 8142312095
PURCHASE ORDER

Rec. 25 2005 08:09AM P.01
519 500 0045 P.12/30

1. INTRODUCTION

1.1

This Agreement and all attachments (called the "Agreement") is made by AKRION LLC ("AKRION LLC") and BLATEK ("BLATEK"). AKRION LLC's worldwide subsidiaries may place orders under this Agreement. BLATEK shall mean its employees, agents, and subcontractors. The Terms and Conditions herein exclusively govern the purchase of services to complete the .5 MHz Stainless Steel Transducer Assy. with Bare Stainless Plate described as follows: Development Agreement Per Specification SP1605 & Appendix A incorporated herein by reference.

1.2

This Agreement is the complete and entire understanding between the parties on this subject matter and supersedes all prior agreements, discussions, proposals, representations, statements, or understandings whether written or oral. The provisions of this Agreement may be amended or waived only by a writing executed by authorized representatives of both parties hereto.

1.3

BLATEK, including its agents and employees, is an independent contractor and not an agent or employee of AKRION LLC. BLATEK is NOT authorized to represent Akion. AKRION LLC expressly disclaims any liability resulting from such misrepresentation.

1.4

In the event that either party to this Agreement shall, on any occasion, fail to perform any provision of this Agreement, and the other party does not enforce that provision, the failure to enforce shall not prevent enforcement of the provision on any other occasion.

1.5

If any term of this Agreement conflicts with any term of an issued Purchase Order, this Agreement shall supersede the Purchase Order.

1.6

The term DAYS, when used in the Agreement, shall mean business days, unless otherwise noted as calendar days.

[Handwritten signature]

[Handwritten initials]

2. AGREEMENT PERIOD

2.1

The period during which AKRION LLC may issue Purchase Orders under this Agreement (Agreement Period) shall begin on 4/19/02 (Effective Date) and shall continue so long as both parties perform in accordance with this Agreement. This Agreement will terminate upon mutual written agreement by both parties or as otherwise provided in the Termination section.

3. JOINT PRODUCT DEVELOPMENT

3.1

AKRION LLC, at its option, shall release design information to BLATEK for development of product. AKRION LLC reserves the right to terminate product development at any state within the development cycle, subject to the terms defined in the Termination Section of this Agreement.

3.2

Using Akrion's design information it receives pursuant to Section 3.1, together with its own design and design information BLATEK at the non recurring development charges listed on Akrion's Purchase Order(s) shall provide engineering and technical services to successfully develop The .5 MHz Stainless Steel Transducer Assy with Bare Stainless Plate.

3.3

AKRION LLC agrees to provide BLATEK written evaluation within twenty (20) business days of receipt of invoices. In the event that the evaluation indicates a failure of the Goods or Services delivered by BLATEK to meet AKRION's specified requirements, if the cause of such failure results from BLATEK error, BLATEK agrees to correct the problem(s), in whole or in part causing the failure(s) that it is responsible for and submit correction to services to AKRION LLC at no additional development charge to AKRION LLC. If AKRION LLC requests a new or modified design, AKRION LLC will assume the development cost associated with the new design iteration, such cost to be negotiated in good faith by the parties. Authorization for changes must be obtained from a Akrion Purchasing Representative. In the event of a dispute over the party responsible for the problem or failure, the parties hereto agree to negotiate in good faith a mutually acceptable disposition within 5 days. If no acceptable disposition can be reached Akrion may terminate the Agreement per Section 20.2 TERMINATION. Blatek will provide development reports Per Appendix A agreed to by both parties.

AKRION LLC has no obligation to submit its design information for additional development and prototype iterations after any such prototype evaluation failure.

3.4

BLATEK has the responsibility to maintain, update, and archive its developmental records. Acceptable formats are Autocad 2000, MS Office Applications, Solidworks 99. In the event of changes to the development process, BLATEK agrees to inform AKRION LLC of such changes and to maintain records of the original process until AKRION LLC and BLATEK have mutually agreed to any such changes. BLATEK will archive all changes and ensure the availability of such information and its relation to prototypes submitted for evaluation. AKRION LLC will have access at all times to BLATEK's developmental records for Akrion products.

FROM : BLATEK INC
PATENT DEPTPHONE NO. : 8142310085
HARTON PURCHASINGApr. 25 2002 09:05AM PA
610 582 2645 P.13/02

3.5

AKRION LLC will be responsible to provide, as part of its design, information relevant to the performance of the product under development.

4. INTELLECTUAL PROPERTY INDEMNITY

4.1

Upon AKRION LLC's written notification to BLATEK, BLATEK shall defend, at its expense, any claim against AKRION LLC alleging that the Goods and/or Services, or any part thereof, infringe any patent, copyright, trademark, trade secret, mask work, or other intellectual property interest in any country as a result of a decision or action by BLATEK without AKRION LLC's direction or consent, and shall pay all costs and damages awarded. If an injunction against AKRION LLC's use, sale, lease, license, other distribution of the Goods and/or Services, or any part thereof, results from such a claim (or, if AKRION LLC reasonably believes such an injunction is likely), BLATEK shall, at its expense, (and in addition to the BLATEK's other obligations hereunder) and as AKRION LLC requests, obtain for AKRION LLC the right to continue using, selling, leasing, licensing, or otherwise non-infringing but functionally equivalent. The provisions of this section shall not apply to any claim for infringement to the extent resulting from BLATEK's compliance with or reliance upon AKRION LLC's detailed design specifications, equipment, processes, products or technology where provided.

5. DEVELOPMENT OWNERSHIP

5.1

Except as otherwise provided herein, or in any separate agreement executed by the parties, all intellectual property rights belong to Akron. All software code belongs to Akron. Akron specific modifications cannot be sold or used by any third parties. AKRION's VP of Engineering or designee must approve in writing any 3rd party software code, commercial off the shelf products, before inclusion in the final product. AKRION's VP of Engineering or Designee must approve in writing any license agreements. Blatek will not be permitted to disclose or duplicate any aspects of the design or software code.

6. OWNERSHIP

6.1

BLATEK understands and expressly agrees that the following is and shall remain exclusively the property of AKRION LLC:

A. All AKRION LLC specifications, including but not limited to design specifications, drawings, bills of material, performance specifications, testing procedures, quality specifications, and purchase specifications created for this project.

B. Intellectual Property Rights created by AKRION LLC.

FROM : BLATEK INC.
10000



PHONE NO. : 8142312885
FAX NO. : 8142312885



Apr. 12.5 2002 08:19AM PD
510 538 2645 P.14/30

6.2

AKRION LLC understands and expressly agrees that the following is and shall remain exclusively the property of BLATEK:

- A. BLATEK's confidential information.
- B. BLATEK's development and manufacturing process technologies
- C. Intellectual Property Rights created by Blatek that are not related to the .5 MGHZ Stainless Steel Transducer Assy with Bare Stainless Plate.

6.3

BLATEK agrees to treat all AKRION LLC-owned exclusive property, as defined above, as proprietary and confidential to AKRION LLC, pursuant to this Agreement. BLATEK may not, without written approval of AKRION LLC:

- A. Release information of said property to any third party;
- B. Sell said property to any third party;
- C. Use any said property in any product made by or on behalf of BLATEK.

7. QUALITY OF SERVICES

7.1

BLATEK shall perform all services in strict accordance with this Agreement and AKRION LLC's Purchase Orders issued hereunder. Services shall be deemed non conforming if BLATEK fails to comply in any respect with AKRION LLC's specified requirements.

7.2

BLATEK represents to AKRION LLC that it is experienced in and thoroughly familiar with all aspects of the services required hereunder and is properly qualified as applicable and is equipped, organized, and financially able to perform the services. Akrion represents to Blatek that it is financially able to pay all of its debts as they mature and possesses sufficient working capital to perform all obligations hereunder.

7.3

No changes in the services to be provided by BLATEK under this Agreement shall be made without AKRION LLC's prior written approval by a Akrion Purchasing Representative.

FROM : BLATEK INC
PRK722-2000

PHONE NO. : 2142312085
AKRION PURCHASING

Apr. 25 2002 08:10AM PD
816 530 0645 P.15/20

8. PURCHASE ORDERS

8.1

This term "Purchase Order" shall mean AKRION LLC's written Purchase Order form and/or Purchase Orders transmitted electronically and any documents incorporated therein by reference.

8.2

AKRION LLC will order goods or services by issuing facsimile, EDI orders, or written Purchase Orders.

8.3

Each Purchase Order will specify items such as: goods or services, quantity, delivery schedule, destination, total price of the Purchase Order. Each Purchase Order issued under this Agreement shall be made part of, and be incorporated into this Agreement, and shall reference this Agreement number on the face of each Purchase Order. BLATEK shall have ten (10) days after receipt to reject or conditionally accept the Purchase Order. By not rejecting the Purchase Order within ten (10) days, BLATEK will have accepted the Purchase Order. In addition, the parties agree that this Agreement and issued Purchase Orders constitute a contract for the sale of goods and/or services and satisfy all statutory and legal formalities of a contract.

9. PRICING FOR SERVICES

9.1

The prices for services are set forth on Akrion's Purchase Orders and shall remain fixed for the period set forth therein (Pricing Period). Pricing and scope shall be reviewed periodically. Should Akrion and Blatek reach an agreement with changes, an amended Purchase Order will be issued for the next Pricing Period. If AKRION LLC and BLATEK do not reach an agreement on the next Pricing Period, this Agreement shall end the current Pricing Period.

10. DELIVERY OF SERVICES

10.1

TIME IS OF THE ESSENCE OF ALL PURCHASES MADE UNDER THIS AGREEMENT. AKRION LLC's Purchase Orders shall state the dates for BLATEK's committed delivery or performance of services thereunder.

10.2

If at any time BLATEK has reason to believe that delivery of services will not be completed by the date specified, BLATEK shall immediately notify AKRION LLC of the cause and duration of the anticipated delay. If the delay is due to causes within BLATEK's reasonable control, or due to BLATEK's failure in any respect to fulfill its obligations with promptness and diligence, or if the progress of deliveries or performance is such that, in AKRION LLC's opinion, BLATEK's performance or completion as committed is improbable, AKRION LLC may, at its option, require BLATEK to do all things necessary (including working overtime or extra shifts, all at BLATEK's expense) to deliver or perform as committed, or may cancel the Purchase Order(s).

FROM : BLATEK INC
MAY 22 2005 10:00PHONE NO. : 8142312085
AKRION FLMUR-SINGApr. 25 2002 06:11AM PT
E19 530 0645 P.15/08

10.3

AKRION LLC, may reschedule delivery or performance of services, or may cancel Purchase Orders for services in whole or in part, by giving written notice as specified in Section 20.1 - Termination.

11. PAYMENT

11.1

AKRION LLC shall forward payment forty five (45) calendar days after the receipt of a correct invoice at the beginning of each Milestone which references AKRION LLC's purchase order number, or receipt of conforming goods or services.

11.2

Amounts owed to AKRION LLC due to rejections or returns of non conforming goods or design services will be, at AKRION LLC's option, either credited against current or future invoices or paid by BLATEK within forty five (45) days from BLATEK's receipt of both a request for payment and return of non conforming goods from AKRION LLC.

12. BUYER'S PROPERTY

12.1

BLATEK shall insure against any and all loss of or damage to the property and shall issue a Certificate of Insurance upon request of AKRION LLC.

12.2

BLATEK shall be solely responsible for custody, safekeeping, and availability of the property, which shall be effective from the date of receipt of property. Availability of property to AKRION LLC, or for such disposition as AKRION LLC may instruct, shall be 100% of the time.

12.3

BLATEK shall maintain the property in as good condition and working order as when received (normal wear and tear excepted). BLATEK shall be responsible for any damage to property while in BLATEK's possession. BLATEK shall also be responsible for the cost of repair or replacement of damaged property.

12.4

BLATEK shall do nothing inconsistent with AKRION LLC's title to the property. The property shall remain the property of AKRION LLC throughout the term of this Agreement. BLATEK shall have no right, title, or interest therein. BLATEK further agrees that the property is for the sole and exclusive use and disposition of AKRION LLC. BLATEK shall not transfer, sell, assign, sublicense, pledge, or otherwise dispose of, encumber, or suffer a lien or encumbrance upon or against any interest in the property without AKRION LLC's prior written consent.

12.5

BLATEK shall comply with all export license regulations and AKRION LLC's instructions in the event that the property needs to be shipped across international borders.

FROM : BLATEK INC

PHONE NO. : 9142312085

Apr. 25 2002 08:11AM FRI
610 530 1845 P.17/33

13. FORCE MAJEURE

13.1

Neither party shall be liable for failure to perform any of its obligations under this Agreement during any period in which such party cannot perform due to matters beyond its control, including, but not limited to, strike, fire, flood, or other natural disaster, war, embargo, or riot provided that the party so delayed immediately notifies the other party of such delay. If either Blatek's or Akzion's performance is delayed for these reasons for a cumulative period of twenty (20) days or more, either party may terminate this Agreement and/or any Purchase Order(s) hereunder by giving the delaying party written notice per Section 20 TERMINATION, which termination shall become effective upon receipt of such notice.

14. NOTIFICATION

14.1

Any notice given under this Agreement shall be written and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or by any other overnight delivery service which delivers to the noticed destination and provides proof of delivery to the sender. Any EDI or facsimile notice must be followed within three (3) days by written notice. All notices shall be effective when first received at the following addresses:

If to BLATEK:

If to AKRION LLC:

Mark Pike
8330 Hedgewood Drive
Allentown, PA 18106

15. CONFIDENTIALITY

15.1

Both parties shall maintain, as confidential, and shall not disclose to any person outside its employ and those within its employ on a need to know basis only, nor use for purposes other than performance of this Agreement, any specifications, drawings, blueprints, data, business information, Akzion's identity, or other confidential information which is learned by virtue of this Agreement, except where required by law. Upon expiration of this Agreement, both parties shall promptly return all confidential material and copies to the other party.

15.2

Unless otherwise determined in writing by BLATEK, AKRION LLC may reproduce and use BLATEK's documentation provided by BLATEK under this Agreement.

FROM : BLATEK INC
215-665-2000



PHONE NO. : 3142312005
RESEARCH PURCHASING



Apr. 25 2002 08:11AM PD
618 500 2645 2.13.08

15. HOLD HARMLESS

16.1

BLATEK shall defend, indemnify, and hold AKRION LLC, its officers, directors, agents, and employees harmless from and against its proportionate share based on its relative fault or negligence, of claims, losses, expenses (including reasonable attorney's fees), demands, or judgments. "Claims" for personal injury or property damage which results from or arise out of:

The presence of BLATEK, or equipment, or tools used by BLATEK in the performance of this Agreement on the property of AKRION LLC or its customers;

or

The acts, errors, omissions, or negligence of BLATEK with on the property of AKRION LLC or its customers, regardless of whether the loss, damage, or injury resulting from same occurs after the BLATEK has left such property;

or

The use by BLATEK of AKRION LLC's equipment, tools, or facilities whether or not any claims are based upon the condition of the equipment, tools, or facilities or AKRION LLC's, its agents, or employees alleged negligence in permitting its use;

or

The nonpayment by BLATEK of any monies due and owing a third party with whom BLATEK has contracted at any time during the term of this Agreement or any extension thereof.

16.2

BLATEK agrees to carry at all times and with companies acceptable to AKRION LLC, insurance of the kinds listed below:

- a. Worker's Compensation coverage.
- b. Employer Liability Self Insurance.
- c. Automobile Liability for owned, non-owned, and hired vehicles.

16.3

BLATEK further agrees to furnish AKRION LLC with Certificates of Insurance evidencing the specified coverages and stating that the policies may not be changed or terminated without at least ten (10) days prior written notice to AKRION LLC.

16.4

Under no circumstances shall BLATEK be liable to Akron or any other party for any consequential, incidental, economic, direct, indirect, general or special damages arising out of, based upon or relating to the sale, use or operation of the products or services supplied pursuant to this Agreement.

FROM : BLATEK INC



PHONE NO. : 3142312885



Apr. 25 2002 08:12AM P18
518 538 3545 P.05/01

17. SURVIVAL

17.1

The provisions of this Agreement dealing with Payment, Warranty, and Forum for Enforcement, shall survive termination or expiration of this Agreement.

18. APPLICABLE LAWS AND REGULATIONS

18.1

BLATEK shall comply with all applicable (US) federal, state, and local laws, rules, and regulations. The BLATEK also agrees to indemnify and hold harmless from any and all damages and liabilities assessed against AKRION LLC as a result of the BLATEK's non-compliance therewith. Any permission required by law to be included herein shall be deemed included as a part of this Agreement whether or not specifically referenced.

19. FORUM FOR ENFORCEMENT

19.1

This Agreement and any Purchase Order issued hereunder shall be governed by and interpreted in accordance with the laws of Pennsylvania.

19.2

Any controversy or claim arising out of, in connection with, or relating to this Agreement or a breach thereof shall be settled in Allentown, PA under the articles of the American Arbitration Association. The arbitration proceeding shall be governed by the Statutes of the Commonwealth of Pennsylvania, and the proceeding shall be held in the City in that State where the principal office is located. Anything to the contrary contained in the above mentioned rules and statutes notwithstanding, the parties consent that any papers, notices, or process necessary or proper for the institution or continuance of, or relating to any arbitration proceeding, or for the confirmation of an award and entry of judgment on any award made, including appeals in connection with any judgment or award, may be served on each of the parties by registered mail addressed to the party at the principal office of the party or by personal service on the party in or without the above mentioned state. The parties hereby recognize and consent to the above mentioned arbitration association's jurisdiction over each and every one of them.

FROM: BLATEK INC

PHONE NO.: 8142312005

DATE: 03/05/05 08:12AM

20. TERMINATION

20.1

The occurrence of any of the following constitutes a breach unless corrected by the breaching party within ten (10) days.

BLATEK failure to deliver goods and/or perform services on time.

Goods delivered and/or services performed by BLATEK do not conform with the terms set forth in this Agreement.

Either Party fails to perform any material provision of this Agreement.

AKRION LLC and BLATEK do not reach an agreement on the next Pricing Forum.

Either Party assigns this Agreement, or any obligation or rights hereunder. (The term "assign" to include, without limitation, a transfer of majority.)

Either Party sells or merges with a third-party (not a parent or subsidiary company) without the prior written consent of the other party.

Either Party becomes insolvent or makes an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of its assets.

Akrion failure to pay its financial obligations on time.

20.2

The breaching party shall cure any of the above breaches and notify the other party of such cure within ten (10) days from receipt of a notice to cure. If the breaching party fails to cure, the other party may terminate this Agreement and/or any Purchase Order(s) issued hereunder by giving written notice. AKRION LLC shall have no liability to BLATEK thereafter except for payment of any balance due for conforming goods delivered or services performed prior to the date of the written notice to terminate, including reimbursement for all costs and hours incurred, or for work in progress, performed, at standard burdened rates, excluding services that fail to meet the design criteria. AKRION LLC may, at its option and without regard to BLATEK's ability to cure, terminate this Agreement and/or any Purchase Order(s) issued hereunder for cause in the event of any second or subsequent instances of the above breaches by BLATEK. Within 15 days of receiving written notice of termination of this agreement Blatek shall deliver all Akrion owned property as stated in Sections 5.1 Development Ownership & 6.1 Ownership.

FROM : BLATEK INC
1000 E. 10th St. Akron, OH 44316



PHONE NO. : 314-2312885
AKRION PURCHASING



Apr. 25 2002 08:13AM P.M.
518 533 3545 P.21/28

21. DISPUTES

21.1

Any dispute arising under this Agreement which is not resolved by the AKRION LLC and BLATEK shall be decided by arbitration per Section 19.2 Forum for Enforcement. Pending settlement of the final decision by arbitration, both Akrion and BLATEK shall proceed diligently with the performance of the Agreement in accordance with AKRION LLC's direction.

ATTN: DAVE R

(Handwritten signature)

Blatek Dev 1

(Handwritten notes)
Jan 2002
Feb 2002
Eng. work cont.
55726394.

Agreement Between

BLATEK

And

AKRION LLC

Agreement Number: 121701

Agreement Period: 12/17/01 To 12/17/02

Signatures: The undersigned agree that this document, consisting of 14 pages and Exhibits N/A through N/A attached, is intended by the parties as the final expression of their agreement and is the complete and exclusive statement of the terms and and conditions.

AKRION LLC

BLATEK

VP OPS

Stuart Blacker

Authorized Representative

Authorized Representative

(Handwritten signature)

(Handwritten signature)

Signature

Signature

12/19/01

12/06/01

Date

Date

1. INTRODUCTION

1.1

This Agreement and all attachments (called the "Agreement") is made by AKRION LLC ("AKRION LLC") and BLATEK ("BLATEK"). AKRION LLC's worldwide subsidiaries may place orders under this Agreement. BLATEK shall mean its employees, agents, and subcontractors. The Terms and Conditions herein exclusively govern the purchase of services to complete the Stainless Steel , Phaser Megasonics Transducer Assy. described as follows: Development Agreement

Product: 1 MHz stainless steel, Kel-f face transducer

12/19/01

Stage 1 - Simulation of Kel-F thickness

- Report to provide simulation data for the effect on acoustic transmission with various Kel - F material thickness.
- Report to provide Kel-F thickness recommendation based on simulation data for 0.5 MHz, 1.0 MHz, 2.0 MHz.
- Report to provide expected temperature effects.

12/19/01

Stage 2 - Validation of Test Jigs

- Test old jig with 3 new transducers at ambient and 50 °C
- Test new jig with same transducers at ambient and 50 °C
- Report to Compare data and issue findings
- Report to Provide resolution to differences between old and new jig.

12/19/01

Stage 3 - Akriion approval of Kel-F thickness based upon Stage 1 report

1/21/02

X Stage 4 - Provide recommended set-up & calibration requirements to operate the Direct Coupled Megasonic transducers at various temperatures up to 95°C with the Approved Kel-F Thickness.

- Report data to include the test operating conditions pre-test and during ALL testing:
 - Fluid Temperature
 - Ambient air at transducers
 - Temperature of transducer (rear)
 - Cooling air flow
 - Report to define A "Reference Test"
 - Report data to include: The reference test to be executed and data logged initially, and at the end of Each major group of testing. Any shift in transducer characteristics need to be flagged immediately.
 - Report data to include Impedance / Coefficient testing at a sweep of operating temperatures to include at the minimum:
 - Ambient, 50°C, 60°C, 70°C, 75°C, 80°C, 85°C, 90°C, 95°C
 - Recommend a stabilization time that the transducer be held at temperature for a minimum of 10 minutes prior to testing
 - Report Data to include Power Meter Readings (Forward/ Reflected Power)...
 - Data to include test at 100W, 200W, 400W (25% duty cycle as defined by set up in Amplifier set-up procedure: OP0347
 - At a Sweep of Operating Temperatures: Ambient, 50C, 70C, 80C, 90C,95C
- Note: Akriion Recommends a stabilization time that the transducer be held at temperature for a minimum of 10 minutes prior to testing
- Report detailing comparison of mathematical vs. actual model

2/4/02

Stage 5 - Documentation

- Provide Bills of Material, all drawings, all procurement specifications. A detail specification set is

required for each and every component, including work instructions on transducer tuning technique.

2/4/02

Stage 6 - Extended Run Testing at elevated temperature:

•Report to be completed every 80 Hrs of run time, and to include:

•80 hrs of Logged run time

•Audit of transducer physical appearance - pre and post extended run testing

•Execution and data from Power meter testing, pre and post 80hrs run time

•Execution and data of a "Reference Test", pre and post extended run testing

•Extended test report to include recorded temperature profile during testing

2/21/02

Stage 7 - Provide recommended set-up & calibration requirements to operate the Direct Coupled Megasonic transducers at 500KHz and at various temperatures up to 95°C C with the Approved Kel-F Thickness.

A pre execution report is required to define the planned testing reduction based on the Stage 4 testing.

and incorporated herein by reference.

1.2

This Agreement is the complete and entire understanding between the parties on this subject matter and supersedes all prior agreements, discussions, proposals, representations, statements, or understandings whether written or oral. The provisions of this Agreement may be amended or waived only by a writing executed by authorized representatives of both parties hereto.

1.3

BLATEK, including its agents and employees, is an independent contractor and not an agent or employee of AKRION LLC. BLATEK is NOT authorized to represent Akrion. AKRION LLC expressly disclaims any liability resulting from such misrepresentation.

1.4

In the event that either party to this Agreement shall, on any occasion, fail to perform any provision of this Agreement, and the other party does not enforce that provision, the failure to enforce shall not prevent enforcement of the provision on any other occasion.

1.5

If any term of this Agreement conflicts with any term of an issued Purchase Order, this Agreement shall supersede the Purchase Order.

1.6

The term DAYS, when used in the Agreement, shall mean business days, unless otherwise noted as calendar days.

2. AGREEMENT PERIOD

2.1

The period during which AKRION LLC may issue Purchase Orders under this Agreement (Agreement Period) shall begin on 12/17/01 (Effective Date) and shall continue so long as both parties perform in accordance with this Agreement. This Agreement will terminate upon mutual written agreement by both parties or as otherwise provided in the Termination section.

3. JOINT PRODUCT DEVELOPMENT

3.1

AKRION LLC, at its option, shall release design information to BLATEK for development of product. AKRION LLC reserves the right to terminate product development at any state within the development cycle, subject to the terms defined in the Termination Section of this Agreement.

3.2

Using Akrion's design information it receives pursuant to Section 3.1, together with its own design and design information BLATEK at the non recurring development charges listed on Akrion's Purchase Order(s) shall provide engineering and technical services to successfully develop The Stainless Steel Phaser Megasonics Transducer Assy.

3.3

AKRION LLC agrees to provide BLATEK written evaluation within twenty (20) business days of receipt of invoices. In the event that the ~~Services evaluation~~ if the cause of such failure results from BLATEK error, BLATEK agrees to correct the problem(s), in whole or in part causing the failure(s) that it is responsible for and submit correction to services to AKRION LLC at no additional development charge to AKRION LLC. If AKRION LLC requests a new or modified design, AKRION LLC will assume the development cost associated with the new design iteration, such cost to be negotiated in good faith by the parties. Authorization for changes must be obtained from a Akrion Purchasing Representative. In the event of a dispute over the party responsible for the problem or failure, the parties hereto agree to negotiate in good faith a mutually acceptable disposition within 5 days. If no acceptable disposition can be reached Akrion may terminate the Agreement per Section 20.2 TERMINATION. Blatek will provide development reports on a monthly basis based on the milestones agreed to by both parties.

evaluation indicates a failure of the Goods or Services delivered by BLATEK to meet AKRION LLC's specified requirement. DD.

AKRION LLC has no obligation to submit its design information for additional development and prototype iterations after any such prototype evaluation failure.

3.4

BLATEK has the responsibility to maintain, update, and archive its developmental records. Acceptable formats are Autocad 2000, MS Office Applications, Solidworks 99. In the event of changes to the development process, BLATEK agrees to inform AKRION LLC of such changes and to maintain records of the original process until AKRION LLC and BLATEK have mutually agreed to any such changes. BLATEK will archive all changes and ensure the availability of such information and its relation to prototypes submitted for evaluation. AKRION LLC will have access at all times to BLATEK's developmental records for Akrion products.

3.5

AKRION LLC will be responsible to provide, as part of its design, information relevant to the performance of the product under development.

4. INTELLECTUAL PROPERTY INDEMNITY

4.1

SNE
as a result of a decision or action by BLATEK without AKRION LLC'S direction or consent, PD.

Upon AKRION LLC's written notification to BLATEK, BLATEK shall defend, at its expense, any claim against AKRION LLC alleging that the Goods and/or Services, or any part thereof, infringe any patent, copyright, trademark, trade secret, mask work, or other intellectual property interest in any country, and shall pay all costs and damages awarded. If an injunction against AKRION LLC's use, sale, lease, license, other distribution of the Goods and/or Services, or any part thereof, results from such a claim (or, if AKRION LLC reasonably believes such an injunction is likely), BLATEK shall, at its expense, (and in addition to the BLATEK's other obligations hereunder) and as AKRION LLC requests, obtain for AKRION LLC the right to continue using, selling, leasing, licensing, or otherwise non-infringing but functionally equivalent. The provisions of this section shall not apply to any claim for infringement to the extent resulting from BLATEK's compliance with or reliance upon AKRION LLC's detailed design specifications, equipment, processes, products or technology where provided.

5. DEVELOPMENT OWNERSHIP

5.1

Except as otherwise provided herein, or in any separate agreement executed by the parties, all intellectual property rights belong to Akrion. All software code belongs to Akrion. Akrion specific modifications cannot be sold or used by any third parties. AKRION's VP of Engineering or designee must approve in writing any 3rd party software code, commercial off the shelf products, before inclusion in the final product. AKRION's VP of Engineering or Designee must approve in writing any license agreements. Blatek will not be permitted to disclose or duplicate any aspects of the design or software code.

6. OWNERSHIP

6.1

BLATEK understands and expressly agrees that the following is and shall remain exclusively the property of AKRION LLC:

A. All AKRION LLC specifications, including but not limited to design specifications, drawings, bills of material, performance specifications, testing procedures, quality specifications, and purchase specifications created for this project.

B. Intellectual Property Rights created by AKRION LLC.

8. PURCHASE ORDERS

8.1

This term "Purchase Order" shall mean AKRION LLC's written Purchase Order form and/or Purchase Orders transmitted electronically and any documents incorporated therein by reference.

8.2

AKRION LLC will order goods or services by issuing facsimile, EDI orders, or written Purchase Orders. AKRION LLC will issue confirming written Purchase Orders within five (5) days after issuing such EDI, facsimile, or telephonic orders.

8.3


Each Purchase Order will specify items such as: goods or services, quantity, delivery schedule, destination, total price of the Purchase Order. Each Purchase Order issued under this Agreement shall be made part of, and be incorporated into this Agreement, and shall reference this Agreement number on the face of each Purchase Order. BLATEK shall have ten (10) days after receipt to reject or conditionally accept the Purchase Order. By not rejecting the Purchase Order within ten (10) days, BLATEK will have accepted the Purchase Order. In addition, the parties agree that this Agreement and issued Purchase Orders constitute a contract for the sale of goods and/or services and satisfy all statutory and legal formalities of a contract.

9. PRICING FOR SERVICES

9.1

The prices for services are set forth on Akrions Purchase Orders and shall remain fixed for the period set forth therein (Pricing Period). Pricing and scope shall be reviewed periodically. Should Akrion and Blatek reach an agreement with changes, an ammended Purchase Order will be issued for the next Pricing Period. If AKRION LLC and BLATEK do not reach an agreement on the next Pricing Period, this Agreement shall end the current Pricing Period.

10. DELIVERY OF SERVICES

with SIS 

10.1

TIME IS OF THE ESSENCE OF ALL PURCHASES MADE UNDER THIS AGREEMENT. AKRION LLC's Purchase Orders shall state the dates for BLATEK's committed delivery or performance of services thereunder.

10.2

If at any time BLATEK has reason to believe that delivery of services will not be completed by the date specified, BLATEK shall immediately notify AKRION LLC of the cause and duration of the anticipated delay. If the delay is due to causes within BLATEK's reasonable control, or due to BLATEK's failure in any respect to fulfill its obligations with promptness and diligence, or if the progress of deliveries or performance is such that, in AKRION LLC's opinion, BLATEK's performance or completion as committed is improbable, AKRION LLC may, at its option, require BLATEK to do all things necessary (including working overtime or extra shifts, all at BLATEK's expense) to deliver or perform as committed, or may cancel the Purchase Order(s).

10.3

AKRION LLC, may reschedule delivery or performance of services, or may cancel Purchase Orders for services in whole or in part, by giving written notice as specified in Section 20.1 - Termination.

11. PAYMENT

11.1

month SNF 00.
AKRION LLC shall forward payment ~~forty five~~ (45) calendar days after the receipt of a correct invoice at the beginning of each ~~milestone~~ which references AKRION LLC's purchase order number, or receipt of conforming goods or services.

11.2

Amounts owed to AKRION LLC due to rejections or returns of non conforming goods or design services will be, at AKRION LLC's option, either credited against current or future invoices or paid by BLATEK within forty five (45) days from BLATEK's receipt of both a request for payment and return of non conforming goods from AKRION LLC.

12. BUYER'S PROPERTY

12.1

BLATEK shall insure against any and all loss of or damage to the property and shall issue a Certificate of Insurance upon request of AKRION LLC.

12.2

BLATEK shall be solely responsible for custody, safekeeping, and availability of the property, which shall be effective from the date of receipt of property. Availability of property to AKRION LLC, or for such disposition as AKRION LLC may instruct, shall be 100% of the time.

12.3

BLATEK shall maintain the property in as good condition and working order as when received (normal wear and tear excepted). BLATEK shall be responsible for any damage to property while in BLATEK's possession. BLATEK shall also be responsible for the cost of repair or replacement of damaged property.

12.4

~~BLATEK shall do nothing inconsistent with AKRION LLC's title to the property. The property shall remain the property of AKRION LLC throughout the term of this Agreement. BLATEK shall have no right, title, or interest therein. BLATEK further agrees that the property is for the sole and exclusive use and disposition of AKRION LLC. BLATEK shall not transfer, sell, assign, sublicense, pledge, or otherwise dispose of, encumber, or suffer a lien or encumbrance upon or against any interest in the property without AKRION LLC's prior written consent.~~

12.5

BLATEK shall comply with all export license regulations and AKRION LLC's instructions in the event that the property needs to be shipped across international borders.

13. FORCE MAJEURE

13.1

Neither party shall be liable for failure to perform any of its obligations under this Agreement during any period in which such party cannot perform due to matters beyond its control, including, but not limited to, strike, fire, flood, or other natural disaster, war, embargo, or riot provided that the party so delayed immediately notifies the other party of such delay. If either Blatek's or Akrion's performance is delayed for these reasons for a cumulative period of twenty (20) days or more, Either party may terminate this Agreement and/or any Purchase Order(s) hereunder by giving the delaying party written notice per Section 20 TERMINATION, which termination shall become effective upon receipt of such notice.

14. NOTIFICATION

14.1

Any notice given under this Agreement shall be written and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or by any other overnight delivery service which delivers to the noticed destination and provides proof of delivery to the sender. Any EDI or facsimile notice must be followed within three (3) days by written notice. All notices shall be effective when first received at the following addresses:

If to BLATEK:

If to AKRION LLC:

Mark Pike
6330 Hedgewood Drive
Allentown, PA 18106

15. CONFIDENTIALITY

15.1

Both parties shall maintain, as confidential, and shall not disclose to any person outside its employ and those within its employ on a need to know basis only, nor use for purposes other than performance of this Agreement, any specifications, drawings, blueprints, data, business information, Akrion's identity, or other confidential information which is learned by virtue of this Agreement, except where required by law. Upon expiration of this Agreement, both parties shall promptly return all confidential material and copies to the other party.

15.2

Unless otherwise determined in writing by BLATEK, AKRION LLC may reproduce and use BLATEK's documentation provided by BLATEK under this Agreement.

16. HOLD HARMLESS

16.1

BLATEK shall defend, indemnify, and hold AKRION LLC, its officers, directors, agents, and employees harmless from and against its proportionate share based on its relative fault or negligence, of claims, losses, expenses (including reasonable attorney's fees), demands, or judgments. "Claims" for personal injury or property damage which results from or arise out of:

The presence of BLATEK, or equipment, or tools used by BLATEK in the performance of this Agreement on the property of AKRION LLC or its customers;

or

The acts, errors, omissions, or negligence of BLATEK while on the property of AKRION LLC or its customers, regardless of whether the loss, damage, or injury resulting from same occurs after the BLATEK has left such property;

or

The use by BLATEK of AKRION LLC's equipment, tools, or facilities whether or not any claims are based upon the condition of the equipment, tools, or facilities or AKRION LLC's, its agents, or employees alleged negligence in permitting its use;

or

The nonpayment by BLATEK of any monies due and owing a third party with whom BLATEK has contracted at any time during the term of this Agreement or any extension thereof.

16.2

BLATEK agrees to carry at all times and with companies acceptable to AKRION LLC, insurance of the kinds listed below:

- a. Worker's Compensation coverage.
- b. Employer Liability Self Insurance.
- c. Automobile Liability for owned, non-owned, and hired vehicles.

16.3

~~BLATEK further agrees to furnish AKRION LLC with Certificates of Insurance evidencing the specified coverages and stating that the policies may not be changed or terminated without at least ten (10) days prior written notice to AKRION LLC.~~

16.4

Under no circumstances shall BLATEK be liable to Akrlon or any other party for any consequential, incidental, economic, direct, indirect, general or special damages arising out of, based upon or relating to the sale, use or operation of the products or services supplied pursuant to this Agreement.

17. SURVIVAL

17.1

The provisions of this Agreement dealing with Payment, Warranty, and Forum for Enforcement, shall survive termination or expiration of this Agreement.

18. APPLICABLE LAWS AND REGULATIONS

18.1

BLATEK shall comply with all applicable (US) federal, state, and local laws, rules, and regulations. The BLATEK also agrees to indemnify and hold harmless from any and all damages and liabilities assessed against AKRION LLC as a result of the BLATEK's non compliance therewith. Any permission required by law to be included herein shall be deemed included as a part of this Agreement whether or not specifically referenced.

19. FORUM FOR ENFORCEMENT

19.1

This Agreement and any Purchase Order issued hereunder shall be governed by and interpreted in accordance with the laws of Pennsylvania.

19.2

Any controversy or claim arising out of, in connection with, or relating to this Agreement or a breach thereof shall be settled in Allentown, PA under the articles of the American Arbitration Association. The arbitration proceeding shall be governed by the Statutes of the Commonwealth of Pennsylvania, and the proceeding shall be held in the City in that State where the principal office is located. Anything to the contrary contained in the above mentioned rules and statutes notwithstanding, the parties consent that any papers, notices, or process necessary or proper for the institution or continuance of, or relating to any arbitration proceeding, or for the confirmation of an award and entry of judgment on any award made, including appeals in connection with any judgment or award, may be served on each of the parties by registered mail addressed to the party at the principal office of the party or by personal service on the party in or without the above mentioned state. The parties hereby recognize and consent to the above mentioned arbitration association's jurisdiction over each and every one of them.

20. TERMINATION

20.1

The occurrence of any of the following constitutes a breach unless corrected by the breaching party within ten (10) days.

BLATEK failure to deliver goods and/or perform services on time.

Goods delivered and/or services performed by BLATEK do not conform with the terms set forth in this Agreement.

Either Party fails to perform any material provision of this Agreement.

AKRION LLC and BLATEK do not reach an agreement on the next Pricing Period.

Either Party assigns this Agreement, or any obligation or rights hereunder. (The term "assign" to include, without limitation, a transfer of majority.)

Either Party sells or merges with a third-party (not a parent or subsidiary company) without the prior written consent of the other party.

Either Party becomes insolvent or makes an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of its assets.

Akrion failure to pay its financial obligations on time.

20.2

The breaching party shall cure any of the above breaches and notify the other party of such cure within ten (10) days from receipt of a notice to cure. If the breaching party fails to cure, the other party may terminate this Agreement and/or any Purchase Order(s) issued hereunder by giving written notice. AKRION LLC shall have no liability to BLATEK thereafter except for payment of any balance due for conforming goods delivered or services performed prior to the date of the written notice to terminate, including reimbursement for all costs and hours incurred at standard burdened rates, ~~plus~~ excluding services that fail to meet the design criteria. AKRION LLC may, at its option and without regard to BLATEK's ability to cure, terminate this Agreement and/or any Purchase Order(s) issued hereunder for cause in the event of any second or subsequent instances of the above breaches by BLATEK. Within 15 days of receiving written notice of termination of this agreement Blatek shall delivery all Akrion owned property as stated in Sections 5.1 Development Ownership & 6.1 Ownership.

or for work in progress performed, S/S

? S/S
SS

21. DISPUTES

21.1

Any dispute arising under this Agreement which is not resolved by the AKRION LLC and BLATEK shall be decided by arbitration per Section 19.2 Forum for Enforcement. Pending settlement of the final decision by arbitration, both Akrion and BLATEK shall proceed diligently with the performance of the Agreement in accordance with AKRION LLC's direction.

Changes to Blatek Dev. I

- 3.3 Replace 2nd sentence, 1st clause with:
"In the event that the evaluation indicates a failure of the Goods or Services delivered by BLATEK to meet AKRION LLC's specified requirements, ..."
- 4.1 This indemnity is too broad. Akrion should be protected from unintentionally infringing as a result of a decision or action by Blatek without Akrion's direction or consent. As written, it could sweep in a use infringement claim having nothing to do with Blatek's development work.
- 9.1 Insert "with" in the last sentence, last clause:
"...this Agreement shall end with the current Pricing Period."
- 11.1 Replace "Milestone" with "Month" for invoice frequency.
- 20.2 There is defective wording "plus|excluding" in the 3rd sentence, last clause. Also, it should be clear that work already performed on an open PO at the time it is cancelled will be paid for. This could be done by inserting in the 3rd sentence, 2nd clause, after the words "services performed": "or for work in progress performed"

Cambridge Capital Corp
200 Madison Ave., Convent Station, NJ 07960
Phone 973-401-1415 Fax 973-401-1417

Memorandum

Date: August 4, 2003
Subject: Proposed Patent Application
From: Leo Clossey

As requested, I reviewed the July 22 draft of a proposed patent application regarding megasonic cleaning/stripping, sent by John Korbler of Akrion.

In this draft, it appears that the essence of the claims of invention is the selection and use of intermediate layers in an acoustic stack, to improve energy delivery by means of gradual stepping of the differential in acoustical impedance between the transmission fluid in an acoustic bath and the piezoelectric transducer material.

The selection and use of intervening layers based on acoustic impedance is an essential part of the design and fabrication of acoustic stacks at Blatek, under Dr. Geng's supervision. This includes acoustic stacks made for Akrion's megasonic cleaner applications.

John Korbler has requested an assignment to Akrion by Dr. Geng. The exact nature and extent of the proposed assignment is not specified, but I assume that for his purposes it must serve to prevent any objection by Dr. Geng or Blatek to the granting of the patent, or any royalty claim for Akrion's use of the invention. I also assume that Dr. Geng and Blatek would want acknowledgement of Dr. Geng's part in the invention and Blatek's right to use it.

I suggest that Akrion draft suitable language for such a mutually acceptable limited assignment and send it to me for review.

Leo Clossey

cc: Stuart Blacker, John Korbler

Belles, Brian

From: Belles, Brian
Sent: Tuesday, September 23, 2003 11:03 AM
To: 'leoclossey@aol.com'
Cc: Fein, Michael B.
Subject: Akrion: Patent Application for Improved Acoustical Energy Transmission in Semiconductor Manufacturing

Leo,
Per our discussion, I am attaching a draft of the patent application for the above-referenced matter. As you may recall, Dr. Geng of Blatek is a named inventor and Akrion needs Dr. Geng to sign declaration and assignment papers. You expressed to me that there was an initial concern that the patent application would cover technologies outside the area of semiconductor/substrate manufacturing and that this could somehow limit Blatek's right to operate in other fields. I assure you that this is not the case. I have drafted the patent application to be specifically limited to the field of semiconductor/substrate manufacturing. Each independent claim requires a process chamber for processing at least one substrate.

Dr. Geng's signing of the declaration and assignment papers will not prohibit Blatek from practicing the technology outside the field of semiconductor manufacturing in any way. In essence, the assignment of the application is a limited assignment of the technology only in the field of semiconductor/substrate processing. Please review the application and let me know when I can forward the papers to you for Dr. Geng's signing. In the meantime, we will need Dr. Geng's contact information to prepare the forms, including his full name, address, and citizenship. Thank you for cooperation and help with this matter. If you have any questions or concerns, please call me at 215-665-7244.

Brian Belles

PS: Can you RSVP to this email so I know you received it. Thanks again.

<<Philal-1909719-v4-(.035) Nonprovisional Patent Application for Improved Acoustical Energy Transmission.DOC>> <<Figures.tif>>

Attachments:

Philal-1909719-v4-(.035) Nonprovisional Patent Application for Improved Acoustical Energy Transmission.DOC (70673 Bytes)
figures.tif (51625 Bytes)

Belles, Brian

From: Fein, Michael B.
Sent: Thursday, October 02, 2003 6:41 PM
To: John Korbler (E-mail)
Cc: Belles, Brian
Subject: Dr. Geng

John,

Do you have his email address and fax number? Leo has not called me back and we would like to get the application signed before he leaves for 2 weeks.

Mike

Belles, Brian

From: Fein, Michael B.
Sent: Wednesday, October 22, 2003 10:44 AM
To: 'leoclossey@aol.com'
Cc: John Korbler (E-mail); Richard Novak (E-mail); Belles, Brian
Subject: Blatek

Importance: High

Dear Leo,

You asked for a proposed exclusive supply letter between Akrion and Blatek as a condition for Dr. Blatek signing the patent application and assigning it to Akrion. As you and Blatek know, the invention as defined by the claims of the application we sent to you and to Dr. Geng before he went on his trip is limited to methods and apparatus for processing wafers used for making semiconductors and therefore belongs to Akrion under the development contract between Akrion and Blatek.

However, in order to induce Dr. Geng to sign the application more quickly and as a gesture of good will, Akrion is willing to agree to purchase its requirements of 1.0 Mhz PCTFE (PolyChloroTriFluoroEthlene) coated stainless steel transducers from Blatek Inc. for the period of two years, provided that the price is competitive. The two years would commence as of the date of acceptance of this offer by Blatek.

If Blatek is unwilling or unable to supply such transducers prior to five years from the date of acceptance of this offer, Blatek will provide full and sufficient manufacturing disclosure to Akrion to enable Akrion to make, or have made by a third party, the transducers.

Please advise as to whether these terms are acceptable.

Regards,
Mike

Fein, Michael B.

From: Fein, Michael B.
Sent: Friday, October 31, 2003 3:28 PM
To: Richard Novak (E-mail); John Korbler (E-mail)
Cc: Belles, Brian
Subject: FW: Blatek - Akrion

Rich and John,

We are filing the U.S. non-provisional application and PCT application today without Geng's signature. Clossy did not respond to the below note and I called him this afternoon to find out whether he was going to let Geng sign in view of the proposal in my note.

He said that he didn't think it protected Blatek because our obligation to buy from them is limited to 2 years. He said that Blatek would agree not to sell to others in the semiconductor processing industry as long as we continue to buy our requirements from them. I asked him and he agreed to mark up the proposal we made in this note and send it back to me.

I'll let you know as soon as I receive anything from him.

Regards,
Mike

-----Original Message-----

From: Fein, Michael B.
Sent: Friday, October 24, 2003 5:53 PM
To: 'Leoclossey@aol.com'
Cc: Belles, Brian; John Korbler (E-mail); Richard Novak (E-mail)
Subject: RE: Blatek - Akrion

Leo,

Here is another copy of the Power of Attorney form.

We are not asserting that Blatek's manufacturing process belongs to Akrion, or even that Akrion has any rights to practice Blatek's manufacturing process.

Thank you for confirming that Blatek makes no claim to Akrion's proprietary process - which I believe you will agree are the processes of cleaning and drying wafers used to make semiconductors. This is the only thing being claimed in the patent application. If the patent is granted to Akrion, it can not be used to prevent Blatek from making any transducers. It can only be used against Akrion's competitors in the wafer processing industry and to prevent any party from contributing to or actively inducing those competitors to infringe their patent.

As we said before, Akrion is willing to agree to purchase its requirements of 1.0 Mhz PCTFE (PolyChloroTriFluoroEthylene) coated stainless steel transducers from Blatek Inc. for the period of two years, provided that the price is competitive. The two years would commence as of the date of acceptance of this offer by Blatek.

If Blatek is unwilling or unable to supply such transducers prior to five years from the date of acceptance of this offer, Blatek will provide full and sufficient manufacturing disclosure to Akrion to enable Akrion to make, or have made by a third party, the transducers.

That proposal seems very fair. If you agree, please advise Dr. Geng to sign and send back the patent application documents so we can file the application by Nov. 1.

Regards,

Mike

-----Original Message-----

From: Leodossey@aol.com [mailto:Leoclossey@aol.com]

Sent: Friday, October 24, 2003 5:33 PM

To: Fein, Michael B.

Subject: Re: Blatek

Dear Mike,

As I understand it, you are asserting that anything related to the subject technology, when applied to wafer-processing applications, belongs to Akrion under its development contract with Blatek. Do you mean to include Blatek's manufacturing processes? Please explain in what way these have become Akrion's property. Blatek expects to continue to have an absolute right to practice its own manufacturing techniques, and does not intend to assign any rights to them.

On the other hand, Blatek makes no claim to Akrion's innovations, and desires to serve Akrion as its transducer manufacturer. In this role, Blatek and Dr. Geng want to help Akrion to protect its innovations from imitation by competitors.

Perhaps the easiest way to accomplish everyone's stated objectives is for Dr. Geng to assign his interest in the patent application in consideration of a permanent license thereunder to Blatek. A side agreement could provide that as long as Blatek manufactures the transducers for Akrion, it will not use such license or permit it to be used in competition with Akrion.

I understand you wish urgent action. Please respond and I will immediately transmit my recommendations to Dr. Geng. One of the documents in the assignment package [Phila1-1937631] unzipped as a corrupted file and could not be opened. Please attach that document (alone) to your reply.

Sincerely,

Leo

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