

## RECORDATION FORM COVER SHEET

## PATENTS ONLY

To the Director of the U.S. Patents and Trademark Office: Please record the attached documents or the new address(es) below.

## 1. Name of conveying party(ies):

Advanced Plasma, Inc.

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

## 3. Nature of conveyance:

Execution Date(s) \_\_\_\_\_

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

☒ Other Corrective Assignment to correct the recordal of the security agreement previously recorded on Reel 017089 Frame 0881. Assignor hereby confirms the names of the receiving and conveying parties on the cover sheet of the previous recordal were reversed.

## 2. Name and address of receiving party(ies)

Name: Advanced Energy Industries, Inc.

Internal Address: \_\_\_\_\_

Street Address: 1625 Sharp Point Drive

City: Fort Collins

State: Colorado

Country: USA Zip: 80525

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

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

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

## A. Patent Application No.(s)

10815124

10875954

10290138

## B. Patent No.(s)

6830650

6902646

Additional numbers attached? ☒ Yes ☐ No

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

Name: Joseph R. Tiano

Internal Address: Thelen Reid &amp; Priest LLP

Street Address: 701 Eighth Street, N.W.

City: Washington,

State: DC Zip: 20001-3721

Phone Number: 202-508-4306

Fax Number: 202-654-1887

Email Address: jtiano@thelenreid.com

## 6. Total number of applications and patents involved: \_\_\_\_\_

## 7. Total fee (37 CFR 1.21(h) &amp; 3.41) \$ \_\_\_\_\_

- ☐ Authorized to be charged by credit card
- ☐ Authorized to be charged to deposit account
- ☐ Enclosed **PREVIOUSLY SUBMITTED**
- ☐ 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 :

*Joseph Tiano*  
Signature  
**JOSEPH TIANO**

Name of Person Signing

02/10/2006

Date

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

22

PATENT

RECORDATION FORM COVER SHEET  
CONTINUATION

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

A. Patent Application No.(s)

10933167  
10951084  
10951162  
11047256  
60653070  
11066520  
60698860  
60698710

PCT Number:

US0426127  
US0509581  
US0520394  
US0530691

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

01/31/2006  
 500074719

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Advanced Energy Industries, Inc.	12/09/2005
RECEIVING PARTY DATA	
Name:	Advanced Plasma, Inc.
Street Address:	3964 Rivermark Plaza #207
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
PROPERTY NUMBERS Total: 17	
Property Type	Number
Patent Number:	6830650
Patent Number:	6902646
Application Number:	10815124
Application Number:	10875954
Application Number:	10290138
Application Number:	10933167
Application Number:	10951084
Application Number:	10951162
Application Number:	11047256
Application Number:	60653070
Application Number:	11066520
Application Number:	60698880
Application Number:	60698710
PCT Number:	US0426127
PCT Number:	US0509581

CH \$680.00 6830650

PCT Number:	US0520394
-------------	-----------

PCT Number:	US0530691
-------------	-----------

#### CORRESPONDENCE DATA

Fax Number: (202)654-1887

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: (202) 508-4306

Email: trademark@thelenreid.com

Correspondent Name: Joseph R. Tiano

Address Line 1: P.O. Box 190187

Address Line 4: San Francisco, CALIFORNIA 94119-0187

ATTORNEY DOCKET NUMBER:	816861-2
-------------------------	----------

NAME OF SUBMITTER:	Joseph R. Tiano
--------------------	-----------------

#### Total Attachments: 10

source=Security Agreement#page1.tif

source=Security Agreement#page2.tif

source=Security Agreement#page3.tif

source=Security Agreement#page4.tif

source=Security Agreement#page5.tif

source=Security Agreement#page6.tif

source=Security Agreement#page7.tif

source=Security Agreement#page8.tif

source=Security Agreement#page9.tif

source=Security Agreement#page10.tif

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

02/03/2006  
 500075600

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the recordal of the security agreement previously recorded on Reel 017089 Frame 0881. Assignor(s) hereby confirms the names of the receiving and conveying parties on the cover sheet of the previous recordal were reversed..

## CONVEYING PARTY DATA

Name	Execution Date
Advanced Plasma, Inc.	12/09/2005

## RECEIVING PARTY DATA

Name:	Advanced Energy Industries, Inc.
Street Address:	1625 Sharp Point Drive
City:	Fort Collins
State/Country:	COLORADO
Postal Code:	80525

## PROPERTY NUMBERS Total: 17

Property Type	Number
Application Number:	10815124
Application Number:	10875954
Application Number:	10290138
Application Number:	10933167
Application Number:	10951084
Application Number:	10951162
Application Number:	11047256
Application Number:	60653070
Application Number:	11066520
Application Number:	60698860
Application Number:	60698710
PCT Number:	US0426127
PCT Number:	US0509581

CH \$680.00 10815124

PCT Number:	US0520394
PCT Number:	US0530691
Patent Number:	6830650
Patent Number:	6902646

## CORRESPONDENCE DATA

Fax Number: (202)654-1887

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 202 508-4306

Email: trademark@thelenreid.com

Correspondent Name: Joseph R. Tiano

Address Line 1: P.O. Box 190187

Address Line 4: San Francisco, CALIFORNIA 94119-0187

ATTORNEY DOCKET NUMBER: 816861-2

NAME OF SUBMITTER: Joseph Tiano

Total Attachments: 10

source=Security Agreement#page1.tif

source=Security Agreement#page2.tif

source=Security Agreement#page3.tif

source=Security Agreement#page4.tif

source=Security Agreement#page5.tif

source=Security Agreement#page6.tif

source=Security Agreement#page7.tif

source=Security Agreement#page8.tif

source=Security Agreement#page9.tif

source=Security Agreement#page10.tif

Execution Version

## SECURITY AGREEMENT

**THIS SECURITY AGREEMENT** ("**Agreement**") is dated as of December 9, 2005 between Advanced Energy Industries, Inc., a Delaware corporation, having its principal place of business at 1625 Sharp Point Drive, Fort Collins, CO 80525 ("**AET**") and Advanced Plasma, Inc., a Delaware corporation ("**AP**", and together with AEI, the "**Parties**").

### RECITALS:

AP issued a note in favor of AEI in the principal amount of Five Hundred Thousand Dollars (\$500,000) (the "**Note**"). This Security Agreement grants to AEI a security interest in the Collateral (as defined below) which secures AP's obligations under the Note and under the Asset Purchase Agreement between AP and AEI dated of even date herewith (the "**Asset Purchase Agreement**").

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. **Grant of Security Interest.** To secure the prompt repayment of the Note and performance of each and all obligations of AP arising under the Note, the Asset Purchase Agreement, the Sublease and the Transition Services Agreement, AP hereby pledges, grants, assigns and transfers to AEI a continuing lien on and security interest in and to the property of AP listed on Schedule A hereto (collectively, the "**Collateral**"). AP's grant of such security interest to AEI shall secure the payment and performance of the indebtedness, obligations and liabilities of AP to AEI arising under the Note, the Asset Purchase Agreement, the Sublease and the Transition Services Agreement and the rights and remedies created thereunder, and all legal and other professional fees incurred in connection with any of the foregoing. The security interest granted to AEI hereunder shall be prior to all other interests in the Collateral granted after the date hereof.

2. **Further Assurances; Additional Indebtedness.** AP hereby agrees that AEI shall have all the rights and remedies of a secured party under the Uniform Commercial Code as in effect from time to time in the State of Colorado. AP agrees that at any time, and from time to time, at AEI's request, AP shall execute and deliver (or cause to be executed and delivered) any and all such further instruments and/or documents (including without limitation, UCC-1 financing statements) as AEI may consider reasonably necessary or desirable in order to effectuate, complete, perfect or preserve and maintain the priority of the lien created hereby. Upon any failure by AP to do so, AEI may make, execute, record, file, re-record or refile any and all such instruments and documents for and in the name of AP; AP hereby irrevocably appoints AEI as the agent and attorney-in-fact of AP to do so; and AP shall reimburse AEI, on demand, for all reasonable costs and expenses incurred by AEI in connection therewith; provided however, that AEI shall bear the fees and costs of the initial filing of such documents. Any additional amounts due from AP to AEI under the Asset Purchase Agreement, the Sublease and/or the Transition Services Agreement shall, to the extent not otherwise paid, be added to the indebtedness under the Note and secured by the Collateral pursuant to the terms of this Agreement.

3. **Representations and Warranties/ Covenants.** AP represents and warrants that:

(a) AP is duly organized, validly existing, and in good standing under the laws of the State of Delaware and has all requisite power and authority, corporate or otherwise, to enter into and to perform its obligations under this Agreement, the Asset Purchase Agreement, the

Note, the Sublease and the Transition Services Agreement and to carry out the terms hereof and the transactions contemplated hereby and thereby.

(b) The execution, delivery and performance of Agreement, the Asset Purchase Agreement, the Note, the Sublease and the Transition Services Agreement by AP have been duly authorized by all necessary corporate action and do not require any approval or consent of any holder (or any trustee for any holder) of any indebtedness or other obligation of AP.

(c) This Agreement, the Asset Purchase Agreement, the Note, the Sublease and the Transition Services Agreement have been duly executed and delivered by AP and each of them constitutes the legal, valid and binding obligation of AP, enforceable against it in accordance with its terms, as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights generally and by general principles of equity.

(d) The Collateral is not subject to any prior assignment, claim, lien or security interest. AP will not make any further assignment thereof or create any further security interest therein, nor permit its rights therein to be reached by attachment, levy, garnishment or other judicial process.

(e) AP has maintained and will continue to maintain accurate and complete records and accounts concerning the Collateral, and agrees to permit inspection of said records and accounts by AEI.

(f) AP shall not change its principal place of business or relocate any Collateral outside the State of Colorado without giving prior written notice to AEI.

4. **Events of Default.** If AP shall default in any payment due under, or fail to perform any obligation arising under, the Asset Purchase Agreement, the Note, the Sublease and/or the Transition Services Agreement, AEI shall have all of the rights and remedies specified herein and therein and otherwise available to AEI at law or in equity (whether under the Uniform Commercial Code of the State of Colorado or otherwise). In furtherance and not in limitation of the foregoing, AEI is authorized and shall have the right to (a) transfer the whole or any part of the Collateral into its name or its nominee and liquidate the same and (b) receive and retain any payment of any amounts due or to become due thereon. All or any portion of the Collateral received by AEI may be applied by AEI in full or partial payment of the obligations of AP to AEI under the Note, the Asset Purchase Agreement, the Sublease and the Transition Services Agreement, whether or not then due, in such order, manner and extent as AEI may elect, or for the performance of any of AP's covenants hereunder or thereunder. AP hereby constitutes and irrevocably appoints AEI, its successors or assigns, the attorney-in-fact of AP, and hereby authorizes, empowers and instructs said attorney-in-fact, or its assigns, to sell the Collateral upon such default if AEI so desires. Such sale of the Collateral may be as a unit or in parts, at any time and place and on any terms, provided AEI acts in good faith and in a commercially reasonable manner. Any public sale may be postponed from time-to-time by a public announcement at the time and place last scheduled for sale, and AEI may buy at any public sale. Any sale for which notice is delivered or mailed and published as herein provided is a public sale. The costs of such sale, including attorneys' fees and out-of-pocket expenses, shall be split equally between AP and AEI, whether the same are incurred by AEI or AP.

5. **Release of Lien.** Upon satisfaction in full by AP of each and all of the obligations of AP to AEI arising under the Note, the Asset Purchase Agreement, the Sublease and



the Transition Services Agreement, AEI will execute and deliver to AP a proper instrument or instruments (including, without limitation, UCC-3 termination statements) acknowledging the satisfaction and termination of this Security Agreement and the termination of all liens created hereby; provided however, that at such time that the outstanding obligations under the Note are less than Three Hundred Thousand Dollars (\$300,000) or at such time that AP shall have paid Two Hundred Thousand Dollars (\$200,000) under the Note, AEI shall execute and deliver to AP a proper instrument or instruments partially releasing its lien with respect to the intellectual property transferred by AEI to AP pursuant to the Asset Purchase Agreement (which is listed on Part 1.1(c) to the Disclosure Schedule).

**6. Miscellaneous.**

(a) Governing Law. This Security Agreement shall be construed in accordance with the internal laws of the State of Colorado.

(b) Headings. Section and subsection headings in this Security Agreement are included herein for convenience of reference only and shall not constitute a part of this Security Agreement for any other purpose.

(c) Successors and Assigns. This Security Agreement shall be binding upon the successors and assigns of AP and shall inure to the benefit of the successors and assigns of AEI and their successors and assigns. This Agreement is non-assignable by a Party without the prior written consent of the other Party hereto.

(d) Amendments, Waivers and Consents. Changes in or additions to this Security Agreement may be made only if signed by each of the parties hereto.

[signature page follows]

Dec 08 05 04:51p POSTALANNEX

408 980 9295

P.2

IN WITNESS WHEREOF, the Parties have executed this Security Agreement as of the day and year first above written.

Advanced Plasma, Inc.

By: Craig Affinis  
Name: Craig Affinis  
Title: President/CEO

Advanced Energy Industries, Inc.

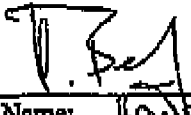
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties have executed this Security Agreement as of the day and year first above written.

Advanced Plasma, Inc.

By: \_\_\_\_\_  
Name:  
Title:

Advanced Energy Industries, Inc.

By:  \_\_\_\_\_  
Name: *T. Bell*  
Title: *CEO*

**EXHIBIT A****DESCRIPTION OF COLLATERAL**

The Collateral consists of all of AP's right, title and interest in and to the following:

1. All goods and equipment now owned or hereafter acquired, including, without limitation, all machinery, fixtures, vehicles (including motor vehicles and trailers), and any interest in any of the foregoing, and all attachments, accessories, accessions, replacements, substitutions, additions, and improvements to any of the foregoing, wherever located;
2. All inventory, now owned or hereafter acquired, including, without limitation, all merchandise, raw materials, parts, supplies, packing and shipping materials, work in process and finished products including such inventory as is temporarily out of AP's custody or possession or in transit and including any returns upon any accounts or other proceeds, including insurance proceeds, resulting from the sale or disposition of any of the foregoing and any documents of title representing any of the above;
3. All contract rights and general intangibles now owned or hereafter acquired, including, without limitation, goodwill, trademarks, servicemarks, trade styles, trade names, patents, patent applications, leases, license agreements, franchise agreements, blueprints, drawings, purchase orders, customer lists, route lists, infringements, claims, computer programs, computer discs, computer tapes, literature, reports, catalogs, design rights, income tax refunds, payments of insurance and rights to payment of any kind;
4. All copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished, now owned or hereafter acquired; all trade secret rights, including all rights to unpatented inventions, knowhow, operating manuals, license rights and agreements and confidential information, now owned or hereafter acquired; all mask work or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired; all claims for damages by way of any past, present and future infringement of any of the foregoing; and
5. In addition to and not in limitation of the assets described in paragraphs 1 through 4 of this Exhibit A, all of the Assets listed in Parts 1.1(a) of the Disclosure Schedule to the Asset Purchase Agreement and the AP IP.

# U.S. Issued Patent Case Report (Business Unit)

Date: December 8, 2005

<u>Issue Date</u>	<u>Patent Number</u>	<u>Title</u>	<u>Inventor(s)</u>	<u>Business Unit</u>	<u>Docket Number</u>
1. 12/14/2004	6,830,650	Wafer Probe for Measuring Plasma and Surface Characteristics in Plasma Processing Environments	Gregory A. Roche, Leonard J. Mahoney, Daniel C. Carter, Steven J. Roberts	CORP	AE2002-003
2. 6/7/2005	6,902,646	Sensor Array for Measuring Plasma Characteristics in Plasma Processing Environments	Leonard J. Mahoney, Carl W. Almgren, Gregory A. Roche, William W. Saylor, William D. Sproul, Hendrik V. Walde	CORP	AE2002-026

*Advanced Energy Industries, Inc. - Proprietary & Confidential*

Page 1

## U.S. Pending Patent Case (Business Unit)

Date: December 8, 2005

<u>Filing Date</u>	<u>Application Number</u>	<u>Title</u>	<u>Inventor(s)</u>	<u>Business Unit</u>	<u>Docket Number</u>
10. 7/13/2005	60/698,860	Replaceable Probe Array for Measuring Plasma Characteristics in Plasma Processing Environments	Leonard J. Mahoney, Hendrik V. Walde	CORP	AE2005-002
11. 7/13/2005	60/698710	Instrumented Photomask Substrate for Measuring Process Characteristics in Plasma Processing Environments	Melisa Buie, Leonard J. Mahoney	CORP	AE2005-007

Advanced Energy Industries, Inc. - Proprietary &amp; Confidential

Page 2

# U.S. Pending Patent Case (Business Unit)

Date: December 8, 2005

<u>Filing Date</u>	<u>Application Number</u>	<u>Title</u>	<u>Inventor(s)</u>	<u>Business Unit</u>	<u>Docket Number</u>
1. 3/31/2004	10/815,124	Techniques for Packaging and Encapsulating Components of Diagnostic Plasma Measurement Devices	Daniel C. Carter, Daniel B. Doran, Leonard J. Mahoney	CORP	AE2003-074
2. 6/24/2004	10/875,954	Diagnostic Plasma Measurement Device Having Patterned Sensors and Features	Daniel B. Doran, Leonard J. Mahoney, Steven J. Roberts, Gregory A. Roche	CORP	AE2003-077
3. 8/17/2004	10/920,138	Wafer Probe for Measuring Plasma and Surface Characteristics in Plasma Processing Environments	Leonard J. Mahoney, Daniel C. Carter, Steven J. Roberts, Gregory A. Roche	CORP	AE2002-003CIP
4. 9/2/2004	10/933,167	Electrically Floating Diagnostic Plasma Probe with Ion Property Sensors	Leonard J. Mahoney, Daniel C. Carter, Daniel B. Doran	CORP	AE2004-031
5. 9/27/2004	10/951,084	Wafer Probe for Measuring Plasma and Surface Characteristics in Plasma Processing Environments	Gregory A. Roche, Leonard J. Mahoney, Daniel C. Carter, Steven J. Roberts	CORP	AE2002-003DIV
6. 9/27/2004	10/951,162	Wafer Probe for Measuring Plasma and Surface Characteristics in Plasma Processing Environments	Gregory A. Roche, Leonard J. Mahoney, Daniel C. Carter, Steven J. Roberts	CORP	AE2002-003CON
7. 1/31/2005	11/047,256	Diagnostic Plasma Sensors for Endpoint and End-of-Life Detection	Gregory A. Roche, Daniel C. Carter, David W. Madsen, Leonard J. Mahoney	CORP	AE2003-069
8. 2/14/2005	60/653,070	Application of In-Situ Plasma Measurements to Performance and Control of a Plasma Processing System	Leonard J. Mahoney, Ray M. Forrister, Daniel M. Lund	CORP	AE2005-003
9. 2/25/2005	11/066,520	Sensor Array for Measuring Plasma Characteristics in Plasma Processing Environments	Leonard J. Mahoney, Carl W. Almgren, Gregory A. Roche, William W. Saylor, William D. Sproul, Hendrik V. Walde	CORP	AE2002-026CON

Advanced Energy Industries, Inc. - Proprietary & Confidential

Page 1

PATENT

REEL: 017251 FRAME: 0379

# PCT Summary Report

Date: December 8, 2005

Case Number	Status	Country	Filing Date, App. Serial No.	Title	Business Unit
1. AE2002-026- PCT	Pending	PCT	Filed: 8/12/2004 App. #: PCT/US2004/026127	Sensor Array for Measuring Plasma Characteristics in Plasma Processing Environments	CORP
2. AE2003-074- PCT	Pending	PCT	Filed: 3/21/2005 App. #: PCT/US2005/009581	Techniques for Packaging and Encapsulating Components of Diagnostic Plasma Measurement Devices	CORP
3. AE2003- 077_PCT	Pending	PCT	Filed: 6/9/2005 App. #: PCT/US2005/20394	Diagnostic Plasma Measurement Device Having Patterned Sensors and Features	CORP
4. AE2004- 031_PCT	Pending	PCT	Filed: 8/29/2005 App. #: PCT/US2005/030691	Electrically Floating Diagnostic Plasma Probe with Ion Property Sensors	CORP

Advanced Energy Industries, Inc. -- Proprietary & Confidential

Page 1