

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Goldfinger Technologies, LLC	01/25/2006
<b>RECEIVING PARTY DATA</b>	
Name:	Akrion Technologies, Inc.
Street Address:	1105 N. Market St.
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19899
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	11839885
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(215)405-3805
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>
Phone:	215 977-2205`
Email:	kfletcher@wolfblock.com
Correspondent Name:	Wolf, Block, Schorr & Solis-Cohen
Address Line 1:	1650 Arch St. -- 22nd St.
Address Line 4:	Philadelphia, PENNSYLVANIA 19103
ATTORNEY DOCKET NUMBER:	AKR002-231272
NAME OF SUBMITTER:	Brian L. Belles

**Total Attachments: 9**  
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## ATTACHMENT A - PATENT ASSIGNMENT

### PATENT ASSIGNMENT

**WHEREAS**, Goldfinger, LLC, a Delaware limited liability company ("**Goldfinger**"), owns, by assignment or otherwise, all right, title, and interest in the patents, including, but not limited to, those specifically set forth in Schedule 1, and any invention claimed therein ("**Patents**");

**WHEREAS**, Akrion Technologies, Inc., a Delaware corporation having a registered office at 1105 N. Market Street, Suite 1300, Wilmington, DE 19899 ("**AkrionTech**"), desires to own **Goldfinger's** entire right, title, and interest in and to the Patents, in all countries throughout the world, and in and to any invention claimed therein; and

**WHEREAS**, pursuant to the Master Assignment Agreement, dated January 25, 2006, between **Goldfinger** and **AkrionTech**, whereby **Goldfinger** agreed to assign all of its right, title, and interest in any intellectual property it acquires and **AkrionTech** agreed to acquire such intellectual property and the rights therein, the parties wish to further carry out the intent of the Master Assignment Agreement as set forth herein;

**NOW THEREFORE**, be it known that, in exchange for payment of One Dollar (\$1.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Goldfinger** hereby irrevocably assigns, transfers, conveys, grants and sets over to **AkrionTech**, its lawful successors and assigns, **Goldfinger's** entire right, title, and interest in and to the Patents, the inventions claimed therein, any other patent applications directed to the inventions, and all current or future patents that may be granted thereon, including, without limitation, any and all divisionals, continuations, continuations-in-part, reissues, reexaminations, substitutes, any extensions thereof, and all foreign equivalents, continuations, continuations-in-part, divisionals and counterparts of the foregoing and all rights to claim priority on the basis of such application, and all applications for patents that may be filed for the inventions in any foreign country and all patents that may be granted on the invention in any foreign country, including, without limitation, and any and all divisionals, continuations, continuations-in-part, reissues, reexaminations, substitutes, any extensions thereof;

**AND**, **Goldfinger** **HEREBY** authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue, assign, and/or record as assignee for all patents and applications as described above for the inventions to **AkrionTech**, its successors and assigns, in accordance with the terms of this Assignment;

**AND**, **Goldfinger** **HEREBY** further agrees that, from and after the date of this Assignment, **AkrionTech** has succeeded to all of **Goldfinger's** right, title, interest and standing to receive all rights and benefits pertaining to the Patents, institute and prosecute all suits and proceedings, take all actions that **AkrionTech**, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, title or interest of

any kind under any and all of the Patents, including, without limitation, the right to sue for all past, present and future infringements or other violations of any rights relating thereto, to settle, defend, compromise and retain proceeds from any actions, suits, or proceedings relating to the transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as **AkrionTech**, in its sole discretion, deems advisable;

**AND, Goldfinger HEREBY** hereby relinquishes exclusivity to **AkrionTech** all of **Goldfinger's** right, title and interest in and to all accrued and future causes of action for injunctive relief, damages, lost profits and litigation costs (including, without limitation, attorneys' fees) resulting from infringements or alleged infringements of the Patents and this Assignment expressly includes the right to sue for pre-assignment infringements and any injunctive relief, damages, lost profits and litigation costs (including, without limitation, attorneys' fees) in connection with the same;

**AND, Goldfinger HEREBY** further covenants that **Goldfinger** has the full right to convey the interest assigned by this Assignment, **Goldfinger** will take all action and execute all documents necessary to perfect the interest assigned hereby, and **Goldfinger** has not executed and will not execute any agreement in conflict with this Assignment;

**AND, Goldfinger HEREBY** further covenants and agrees that **Goldfinger**, through its officers and employees, will, without further consideration, communicate with **AkrionTech**, its successors and assigns, any facts known to **Goldfinger** and its officers and employees respecting the inventions and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver all papers that may be necessary or desirable to perfect the title to the inventions in said **AkrionTech**, its successors and assigns, execute all divisionals, continuations, continuations-in-part, reissues, reexaminations, substitutes, any extensions thereof, make all rightful oaths, and generally do everything possible to aid **AkrionTech**, its successors and assigns, to obtain and enforce proper patent protection for the invention in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by **AkrionTech**, its successors and assigns.

**IN TESTIMONY WHEREOF**, each party has caused its authorized representative to execute this Assignment.

**Goldfinger, LLC**

**Akrion Technologies, Inc.**

By: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Date: \_\_\_\_\_

[Notary Seal Follows]

ACKNOWLEDGMENT

(Akrion Technologies, Inc.)

STATE OF PENNSYLVANIA  
COUNTY OF Delaware ; SS

On this 25 day of January, 2006, before me personally came James E. Maltzer to me known, who, being duly sworn, did depose and say that he resides in Delaware, Pennsylvania that he is President of Akrion Technologies, Inc. the corporation described in and that executed the above assignment, and acknowledged that he executed the same.

My Commission Expires: 8-7-11

Josephine A. W. ...  
Notary Public

(NOTARY SEAL)

Josephine A. W. ...  
Printed Name of Notary

COMMONWEALTH OF PENNSYLVANIA  
Notary Seal  
Josephine A. W. ... Notary Public  
Upper Merionia Twp., Litch County  
My Commission Expires Mar. 7, 2008  
Notary Seal is subject to registration by Notaries

ACKNOWLEDGMENT

(Goldfinger, LLC)

STATE OF PENNSYLVANIA  
COUNTY OF Lehigh | SS

On this 20 day of January, 2006, before me personally came Wesley Whittle to me known, who, being duly sworn, did depose and say that he resides in Lehontown Pa., that he is Officer of Goldfinger LLC, the company described in and that executed the above assignment, and acknowledged that he executed the same.

My Commission Expires: 3-7-09 Guendoline A. Welton  
Notary Public

\_\_\_\_\_  
(NOTARY SEAL) Guendoline A. Welton  
Printed Name of Notary

COMMISSIONER OF PENNSYLVANIA  
Notarial Seal  
Guendoline A. Welton, Notary Public  
Lehigh Township, Lehigh County  
My Commission Expires Mar. 7, 2009  
Notary Public - Lehigh County

SCHEDULE 1  
(to Attachment A)  
Patent Assignment

Owned by Geldfinger Technologies, LLC					
U. S. Patents and Pending Applications			Foreign Patents and Applications		
4,804,007	10/726,774		3703722.3	EPO	392243 KR
4,854,337	10/059,682		2003-563743	JP	938745 NI.
4,869,278	10/140,029		2004-7011627	KR	938745 IT
4,998,549	10/341,425		200404177-8	SG	938745 DE
4,998,549	10/864,927		3505097	CN	938745 BE
5,037,481	10/865,440		2003-516068	CN	938745 FR
5,090,432	10/742,214		274054.6	EPO	
5,148,823	10/931,457		10-2003-7016342	KR	
5,286,657	10/171,431		PCT/US2005/01349		
5,365,960	10/171,494		93116958	TW	
5,656,097	10/864,929		VERTE.0100-500 - JP		
5,950,645			VERTE.0100-500 -CN		
6,158,445			VERTE.0100-500 .. P		
6,378,534			2005-7023902	KR	
5,908,509					
5,996,595					
5,556,479					
6,039,059					
6,140,744					
6,295,999					
6,463,938					

SCHEDULE 1  
 (to Attachment A)  
 Patent Assignment

Owned by Goldfinger Technologies, LLC		
U. S. Patents and Pending Applications	Foreign Patents and Applications	
6,681,782		
6,684,891		
6,125,551		
6,679,272		
6,892,738		
6,754,980		
6,684,890		
6,923,192		
6,928,751		
5,656,097		
6,122,837		
5,539,995		
4,571,850		
5,534,076		



**FIRST AMENDMENT  
TO  
ASSIGNMENT AGREEMENTS**

This First Amendment ("Amendment"), effective retroactively to January 25, 2006 ("Effective Date"), is made by and between Goldfinger Technologies, LLC, a Delaware limited liability company ("Goldfinger") and Akrion Technologies, Inc., a Delaware corporation ("Akrion").

**RECITALS**

- A. The parties to this Amendment are parties to the Master Assignment Agreement dated as of January 25, 2006, the Patent Assignment dated as of January 25, 2006, the Trademark Assignment dated as of January 25, 2006, the Copyright Assignment dated as of January 25, 2006 and the Patent License Agreement Assignment dated as of January 25, 2006 (collectively, the "Assignment Agreements").
- B. The Assignment Agreements misidentifies Goldfinger as Goldfinger, LLC. Goldfinger's correct name is Goldfinger Technologies, LLC.
- C. The intent of the parties is evidenced by the correct references to Goldfinger Technologies, LLC in the Schedules to the Assignment Agreements.
- D. The parties desire to enter into this Amendment for the purpose of correcting the identity of the referenced party Goldfinger in the Assignment Agreements to reflect Goldfinger Technologies, LLC as the assignor.

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

1. All references to "Goldfinger, LLC" contained in the Assignment Agreements shall be replaced with "Goldfinger Technologies, LLC".
2. Except as amended hereby, the Assignment Agreements are unmodified and shall remain in full force and effect as of January 25, 2006.

**IN WITNESS WHEREOF**, the parties have executed this instrument as of the Effective Date.

**Akrion Technologies, Inc.**

Alan Walter  
Signature

ALAN WALTER  
Printed Name

6/23/06

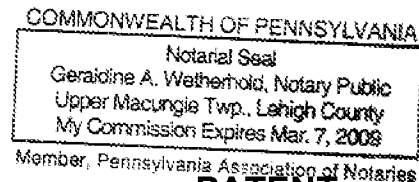
**Goldfinger Technologies, LLC**

W. T. Whittle  
Signature

W. T. WHITTLE  
Printed Name

6/23/06

FHL:5401703.3/akr002-231277



**PATENT**

**REEL: 019715 FRAME: 0997**

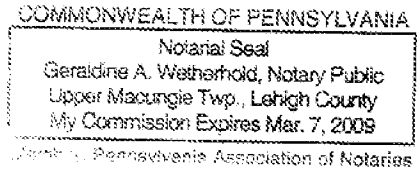
**ACKNOWLEDGMENT**  
(Goldfinger Technologies, LLC)

STATE OF PENNSYLVANIA  
COUNTY OF Lehigh } SS

On this 23rd day of JUNE, 2006, before me personally came WILLIAM GARDNER WITTE to me known, who, being duly sworn, did depose and say that he resides in ALLENTOWN, that he is CFO of GOLDFINGER TECHNOLOGIES, LLC, the company described in and that executed the above assignment, and acknowledged that he executed the same.

My Commission Expires: 3-7-09 Geraldine A. Wetherhold  
Notary Public

\_\_\_\_\_  
(NOTARY SEAL) Geraldine A. Wetherhold  
Printed Name of Notary



**ACKNOWLEDGMENT**

(Akrion Technologies, Inc.)

STATE OF PENNSYLVANIA  
COUNTY OF Delaware } SS

On this 13<sup>th</sup> day of June, 2006, before me personally came ALAN WALTER to me known, who, being duly sworn, did depose and say that he resides in West Chester, Pa., that he is President of Akrion Tech, Inc. the corporation described in and that executed the above assignment, and acknowledged that he executed the same.

My Commission Expires: 3-9-07 Elizabeth A. Wetherhold  
Notary Public

\_\_\_\_\_  
(NOTARY SEAL) Elizabeth A. Wetherhold  
Printed Name of Notary