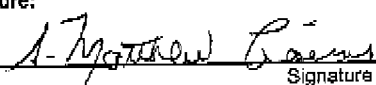


Form PTO-1595 (Rev. 08/05)
OMB No. 0651-0027 (exp. 6/30/2008)U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark OfficeRECORDATION FORM COVER SHEET
PATENTS ONLY

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

1. Name of conveying party(ies): Gerhard HOFFACKER (08/22/2006) Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>Rohm and Haas Electronic Materials LLC</u> Internal Address: <u>Patent Department</u> Street Address: 455 Forest Street City: <u>Marlborough</u> State: <u>Massachusetts</u> Country: <u>USA</u> Zip: <u>01752</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of conveyance/Execution Date(s): Execution Date(s): <u>in parentheses after inventor name</u> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name <input type="checkbox"/> Security Agreement <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other _____	4. Application or patent number(s): <input checked="" type="checkbox"/> This document is being filed together with a new application. A. Patent Application No.(s) <u>This application</u> B. Patent No.(s) <u>6,620,304</u> Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5. Name and address to whom correspondence concerning document should be mailed: Name: <u>S. Matthew Cairns</u> <u>ROHM AND HAAS ELECTRONIC</u> <u>MATERIALS LLC</u> Internal Address: <u>Atty. Dkt.: 52683</u> Street Address: <u>455 Forest Street</u> City: <u>Marlborough</u> State: <u>MA</u> Zip: <u>01752</u> Phone Number: <u>(508)</u> Fax Number: <u>(508) 787-4730</u> Email Address: <u>MCairns@rohmmaas.com</u>	6. Total number of applications and patents involved: 1 7. Total fee (37 CFR 1.21(h) & 3.41) \$ <u>40.00</u> <input type="checkbox"/> Authorized to be charged by credit card <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title) 8. Payment Information a. Credit Card Last 4 Numbers _____ Expiration Date _____ b. Deposit Account Number <u>18-1850</u> Authorized User Name <u>S. Matthew Cairns</u>
9. Signature: <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">  Signature <u>S. Matthew Cairns (Reg. No. 42,378)</u> Name of Person Signing </div> <div style="text-align: right;"> <u>01/16/2008</u> Date Total number of pages including cover sheet, attachments, and documents: 10 </div> </div>	

I hereby certify that this correspondence is being facsimile transmitted to the USPTO (571) 273-0140 on the date indicated below:

Dated: 01/16/2008

Signature:  (Deanna M. Rivemider)

CH \$40.00 181850 6620304

Patent Assignment Agreement

between

Gerhard Hoffacker

and

Rohm and Haas Electronic Materials LLC

Patent Assignment Agreement

between

1. Rohm and Haas Electronic Materials LLC, a Delaware Limited Liability Company, having its principal place of business in 455 Forest Street, Marlborough, Massachusetts, 01752

- hereinafter referred to as "Assignee"-

and

2. Gerhard Hoffacker, Riedstraße 23, 73553 Alfdorf, Germany

- hereinafter referred to as "Assignor"-

- one, a "Party", together, the "Parties"-

Whereas the Assignor is the sole owner of an International Patent for a bath system for galvanic deposition of metals whereby the bath system can be kept free of harmful substances such as cyanide, with the international publication number WO 00/79030 A1 and with the international registration date of 08. June 2000 (claiming priority to German patent application DE 19928047) which has entered the national stage in the European Patent Office (and is published as EP 1190118) designating Switzerland, Germany, France, Great Britain, Liechtenstein and Italy, and has been granted in the US with the US patent number US 6,620,304 B1 and with the patent date of September 16, 2003 and a statutory term of 20 years, and is solely authorized to dispose thereof (together hereinafter referred to as the "**Patent**");

Whereas the Assignor has provided to the Assignee certified copies of the Patent registrations prior to the conclusion of this Agreement, such copies being not older than two weeks at the day of conclusion of this Agreement;

Whereas the Assignor has granted a non-exclusive license under the Patent to EAB Oberflächentechnik GmbH ("**EAB**"), and the Assignor has not declared a license of right (Lizenzbereitschaftserklärung).

Now, in consideration of the premises, the Parties agree as follows:

1. Assignment and Transfer

- 1.1 The Assignor hereby agrees to assign and transfer and hereby assigns and transfers to Assignee, and Assignee hereby accepts such assignment and transfer, the Patent, including all rights to the Patent, in the Patent and out of the Patent and all of its

present and future claims, rights, titles, interests and benefits in, resulting from or in relation to the Patent (hereinafter referred to as "Rights") presently and in the future owned by the Assignor including all present and future applications and documents pertaining hereto (without further declaration to be declared for this purpose).

- 1.2 Present Rights are assigned to the Assignee upon signing of this Agreement; future Rights are deemed to be transferred to the Assignee with their coming into existence.
- 1.3 In the event that Assignee wishes to register the assignment and transfer of the Patent with the relevant patent-rolls of the respective countries in which the Patent is registered at its own cost, Assignor shall make all declarations necessary hereto.
- 1.4 Assignor hereby undertakes that it will at any time and from time to time upon request of Assignee promptly and duly execute any and all such further instruments and documents as may be required for the purpose of obtaining the full benefit of this Assignment and of the rights related thereto.
- 1.5 EAB shall remain entitled to exploit the License granted to it pursuant to § 15 para 3 Patentgesetz (German Patent Act).
- 1.6 In the event that the Assignee decides to abandon the Patent and the Rights within five years after conclusion of this Agreement, it shall be obliged to offer to Assignor a right of first refusal in the Patent and the Rights, asking no more as consideration than provided for in this Agreement.

2. Payment

- 2.1 As consideration for the assignment and transfer of the Patent, Assignee shall pay a sum of € 65.000 to Assignor. The payment shall be due upon conclusion of this Agreement and paid into the Assignor's bank account number 0164996 with Deutsche Bank, Schwäbisch Gmünd, bank identification code (swift) DEUTDEDB613, BLZ 613 700 24, IBAN DE29 6137 0024 0016 4996 00.
- 2.2 This payment shall be exclusive of VAT.
- 2.3 The Parties may only set off claims that are undisputed or recognized by declaratory judgment.
- 2.4 If the Assignee has not performed the payment agreed upon in this Agreement within the time set out herein, credit entry on the Assignor's nominated bank account being crucial so that it can dispose of the sum, the sum shall bear interest in the amount of 5 % above the respective base rate of the European Central Bank.

3. Maintenance and Defence of the Patent and/or the Rights

- 3.1 The Assignor undertakes with the Assignee to promptly inform the Assignee in writing in case the Assignee's rights in the Rights and/or the Patent are prejudiced or jeopardized by interlocutory injunction or other court or enforcement actions of third parties or otherwise. Such information shall be accompanied by a copy of the court order or other court or enforcement action as well as all documents required for the

filing of an objection against the interlocutory injunction or other action and any other documents and evidence (including an affidavit stating that, or to what extent, the respective items are identical with any of the Rights and/or the Patent) as the Assignee may reasonably request. In case of attachments or similar actions the Assignor shall promptly inform the attaching creditors or other third parties in writing of the Assignee's rights, claims and title in and to the Rights and/or the Patent. Costs and expenses for any measures of intervention shall be born by the Assignee.

- 3.2 The Assignee shall use its reasonable business judgment in deciding to maintain the Patent and conduct ongoing granting procedures for the Patent properly. It shall also reasonably defend the Patent against contestations by third parties, especially against actions of nullity. The costs for maintaining protection of the patent, for enforcing the patent against third parties and for defending the patent against claims of infringement and/or nullity by third parties shall be borne by the Assignee.
- 3.3 The Parties shall promptly notify each other in writing in case of taking notice of any infringement of the Patent and/or the License (as set out below) and/or the license granted to EAB.
- 3.4 The Assignee shall be obliged to take all appropriate measures, after notification of the Assignor, to counteract any infringement of the Patent, including, without limitation, licensing under the Patent, defense against infringement of the Patent and the enforcement of the Patent against third-party infringement. The cost for such appropriate measures shall be borne by the Assignee.

4. Transfer of Know-How

- 4.1 The Assignor shall transfer in tangible form, all documentation and knowledge (written or not), necessary to manufacture and use the plating baths described in the Patent, including that which is necessary to execute the Process and manufacture the Products as defined in clause 1 of the Supply Agreement entered into by the Assignee and EAB on August 22, 2006 (the "Know-How") within one week after signing of this Agreement.
- 4.2 The Assignor is obliged to provide technical support for the implementation of the Know-How at the Assignee's reasonable request, to be given two weeks in advance. The Assignor may comply with his duty to provide support by commissioning one of its employees to do so, provided that said employee has the necessary technical knowledge. The obligation to provide support shall terminate after two years after conclusion of this Agreement unless both Parties agree upon an extension and the terms thereof in writing. Reasonable remuneration for such support shall be agreed upon by the Parties as the need arises.
- 4.3 The provision of support shall under no circumstance constitute a relationship of employment of any kind between the Parties or one Party and an employee of the other Party.
- 4.4 The payment made under clause 2 of this Agreement shall also be consideration for the transfer of Know-How.

5. Non-exclusive License

- 5.1 The Assignee hereby agrees to grant to the Assignor a non-exclusive license under the Patent, and the accompanying Know-How, to use, make and sell under the Patent (the "License") upon the Assignor's request.
- 5.2 The License shall be restricted to the field of use outside the use of the Products and Process (as defined in clause 2 of the supply agreement entered into by the Assignee and EAB on August 22, 2006) in photovoltaic applications for light induced plating as well as in other metallization techniques in photovoltaic device productions.
- 5.3 The Assignee shall remain entitled to use the Patent and make, sell and import under the Patent without restrictions.
- 5.4 The Assignee shall also remain entitled to grant further licenses under the Patent and to assign and transfer the Patent at its own discretion.
- 5.5 The Assignor shall be entitled to sublicense under the License according to the following provisions ("Sublicense"):
- 5.5.1 In the event that the Assignor sublicenses under the License, he shall be obliged to pay royalties to the Assignee in the amount of 1,5% of the sublicensee's net sales. Net sales shall mean the invoiced gross sale price minus common-place reductions, costs for packaging and shipping if shown separately, transport insurance, and any turnover tax and customs duties paid by the sublicensee. The obligation of payment as set out in this clause shall not apply in case of a Sublicense to the Gerhard Hoffacker GmbH & Co KG. Gerhard Hoffacker GmbH and Co KG shall not be entitled to sublicense.
- 5.5.2 The claim to royalties under the Sublicense comes into existence for each product manufactured under the Sublicense on the day of the invoice from the sublicensee to its recipient. Failure to pay or refusal of receipt, irrespective of the reason for it, shall not hinder the coming into existence and maturity of the payment claim.
- 5.5.3 Accounting period for the royalties shall initially be the time from the day of signing of this Agreement until the end of the calendar year of signing, hereafter, each quarter calendar year. The Assignor shall present to the Assignee an account for all claims to royalties come into existence under each Sublicense within one month after each respective accounting period. Such account shall include the names of the sublicensees and their recipients, the dates of the invoices and the amount of products manufactured and royalty-bearing, including the recipients' net sales and gross sale prices.
- 5.5.4 The royalties resulting from the Sublicenses shall be paid to the Assignee by the Assignor within one week after the presentation of accounts pursuant to clause 5.4.3 into the Assignee's bank account number 2000200103459 with Wachovia Bank, bank identification code (swift) PNBPU33, and routing number 031201467.
- 5.5.5 The Assignor shall be liable to the Assignee for all royalties to be paid under any Sublicense and any other payment obligations as if it were its own actions of

utilization, under exclusion of all exceptions ("*Einwendung*") and objections ("*Einreden*"), rights of retention or other reasons for non-payment or lessened payment.

- 5.5.6 The Assignee shall be entitled to audit, or, at its own discretion and cost, commission an independent and neutral certified public accountant to audit, the completeness and correctness of the accounting and bookkeeping of any sublicensee to verify the royalty payments performed by the Assignor.
- 5.5.7 In case the auditing shows that the sublicensee's accounting and bookkeeping were incorrect or incomplete, the sublicensee shall bear the costs of the auditing.
- 5.5.8 The Assignor may only set off claims that are undisputed or recognized by declaratory judgment.
- 5.6 If the Assignor has not performed payments agreed upon in this Agreement on the day after the due day, credit entry on the Assignee's nominated bank account being crucial so that it can dispose of the sum, the sum shall bear interest in the amount of 5 % above the respective base rate of the European Central Bank under exclusion of the requirement of a dunning.
- 5.7 The Assignee's right to prove further damages caused by delay remains unaffected.
- 5.8 If the Assignor is called upon by third parties because of alleged patent infringement resulting from the utilization of the License, it shall promptly and comprehensively notify the Assignee in writing and agree with the Assignee on the further proceedings. Costs of such proceedings shall be borne jointly by the Parties unless otherwise negotiated by the Parties in advance.
- 5.9 The Parties shall notify each other of any improvements and/or further developments of the Patent discovered and/or made by either Party. The Parties agree that the License granted to the Assignor shall not include such improvements and/or further developments unless the Parties agree in writing upon the inclusion.
- 5.10 Term and Termination
- 5.10.1 The grant of the License becomes effective upon conclusion of this Agreement. Its duration shall depend on the term of protection for the Patent. Aside from this, the License may only be terminated by either Party, upon a two-week notice period, for good cause. Such good cause shall be given upon the occurrence of facts due to which the continuation of the License, having regard to all circumstances of the particular case and in consideration of the interests of both Parties, becomes unacceptable for either one of the Parties.
- 5.10.2 The Assignor shall be obliged to return to the Assignee all documents and copies thereof and to declare in writing that no further copies have been made, given to third parties and/or are retained, unless such documents are publicly accessible.

6. Representations and Warranties

- 6.1 The Assignor represents and warrants that at the time of conclusion of this Agreement he has no knowledge of any contestations of the Patent by third parties nor of priority rights of third parties, nor of any Dependence of the Patent on any industrial property rights of third parties.
- 6.2 Furthermore, the Assignor represents and warrants to the Assignee that the Rights and/or the Patent assigned under this Agreement have not already been transferred or assigned to any third party and that there do not exist any rights or claims of any third party to the Rights and/or the Patent assigned under this Agreement.
- 6.3 The Assignor also represents and warrants that no license, whether exclusive or non-exclusive or co-exclusive, has been granted under the Patent except as provided under this Agreement.
- 6.4 The Assignor does not accept liability for the Patent's technical practicability or usefulness. Neither does the Assignor covenant the patentability of the Patent. The Assignor also accepts no liability for the fitness of products manufactured under the Patent for any particular purpose nor is there any warranty of merchantability or any other warranty, express or implied, except as expressly provided herein.

7. Confidentiality

- 7.1 Disclosure of Confidential Information (*as defined by the Mutual and Confidential Disclosure Agreement (the "NDA")* between the parties effective April 26, 2006) by Assignor or Assignee to any other party, shall be covered by the terms of the NDA. This shall include all Confidential Information disclosed by one party to the other in connection with planning, negotiating and carrying out the provisions of this Agreement.
- 7.2 The obligation of confidentiality contained in this Agreement shall not apply to the extent that (i) a Party is required to disclose information by order or regulation of a governmental agency or a court of competent jurisdiction, provided, however, that the respective Party shall not, to the extent possible, make any such disclosure without first notifying the other Party and allowing the other party a reasonable opportunity to ask for injunctive relief from (or a protective order with respect to) the obligation to make such disclosure, or (ii) a Party can demonstrate that (a) the disclosed information was at the time of such disclosure already in, or subsequently becomes part of, the public domain other than as a result of actions of the respective Party, its affiliates, or employees in violation hereof; (b) the disclosed information was received by the respective Party on an unrestricted basis from a source unrelated to that respective Party.

8. Final Provisions

- 8.1 No additional agreements to this Agreement have been made. The terms and conditions of this Agreement may not be amended or modified except by an instrument in writing. This requirement can only be cancelled by an agreement in writing by both Parties.
- 8.2 Neither party may assign this Agreement or its rights under this Agreement without specific written consent by the other party. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective successors and assigns.
- 8.3 Nothing in this Agreement shall create a partnership or agency between the parties.
- 8.4 Severability
- 8.4.1 If any term or other provision of this Agreement is or becomes invalid, illegal or incapable of being enforced, all other conditions and provisions of this Agreement shall nevertheless remain in full force as long as the economic and legal substance of the transaction contemplated by this Agreement is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is or becomes invalid, illegal or incapable of being enforced, the invalid, illegal or unenforceable provision shall be replaced by such provision that as closely as possible reflects the original intent of the Parties.
- 8.4.2 The same shall apply in case of the existence or coming into existence of a loophole.
- 8.5 This Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Germany.
- 8.6 All disputes, differences, controversies, claims or questions arising in connection with, occurring under, or relating to this Agreement that the parties are unable to resolve through mutual discussions and negotiations shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The place of arbitration shall be London, U.K. The language of the arbitration shall be English. The parties hereby exclude any right of appeal to any court on the merits of the dispute. Nothing contained in this arbitration clause shall prevent either party from seeking interim measures of protection in the form of pre-award attachment of assets, or from seeking injunctive (or other equitable) relief in courts of competent jurisdiction.

IN WITNESS THEREOF, this Agreement has been duly executed below.

For the Assignor:

Date: 08/22/06

Name: *Gerhard Hoeffler*
Gerhard Hoeffler

For the Assignee:

Date: 8/17/06

Name: *Thomas Wilson*
Thomas Wilson
General Manager,
Circuit Board Technologies