

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Second Priority Patent Security Agreement
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
MDC Vacuum Products, LLC	12/09/2005
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	D.B. Zwirn Special Opportunities Fund, L.P., as Collateral Agent
<b>Street Address:</b>	745 Fifth Avenue, 18th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10151
<b>PROPERTY NUMBERS Total: 6</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	4681329
Patent Number:	4718637
Patent Number:	4904141
Patent Number:	5473627
Patent Number:	6854708
Patent Number:	4841098
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(714)755-8290
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Email:</b>	ipdocket@lw.com
<b>Correspondent Name:</b>	Latham & Watkins LLP
<b>Address Line 1:</b>	650 Town Center Drive
<b>Address Line 2:</b>	Suite 2000
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626
<b>ATTORNEY DOCKET NUMBER:</b>	038940-0002

OP \$240.00 4681329

NAME OF SUBMITTER:

Rhonda DeLeon

**Total Attachments: 8**

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**SECOND PRIORITY PATENT SECURITY AGREEMENT**

***“The liens and security interests securing the indebtedness and other obligations incurred or arising under or evidenced by this instrument and the rights and obligations evidenced hereby with respect to such liens and security interests are subordinate in the manner and to the extent set forth in that certain Intercreditor Agreement (as the same may be amended or otherwise modified from time to time pursuant to the terms thereof, referred to in this paragraph as the “Intercreditor Agreement”), dated as of December 9, 2005 among MDC VACUUM PRODUCTS, LLC, a Delaware limited liability company (“Company”) and MDC HOLDING INVESTMENTS, LLC, a Delaware limited liability company (referred to in this paragraph as “Holdings”; each of Company, Holdings and each other person who guarantees, or otherwise grants a lien or security interest on its assets to secure a Tranche B Obligation is referred to in this paragraph as a “Credit Party” and, collectively, as the “Credit Parties”), D.B. ZWIRN SPECIAL OPPORTUNITIES FUND, L.P., a Delaware limited partnership (“DBZ”), acting in its capacity as Administrative Agent, Asset Based Collateral Agent, Tranche A Collateral Agent and Tranche B Collateral Agent, to the liens and security interests securing indebtedness (including interest) owed by the Credit Parties pursuant to that certain Credit Agreement as defined below, as such Credit Agreement has been and hereafter may be amended, restated, supplemented or otherwise modified from time to time as permitted under the Intercreditor Agreement; and each party to this instrument hereby acknowledges that it is bound by the provisions of the Intercreditor Agreement”.***

This SECOND PRIORITY PATENT SECURITY AGREEMENT (as amended, supplemented or otherwise modified from time to time) (this "Agreement"), dated as of December 9, 2005, is entered into by EACH OF THE UNDERSIGNED (collectively, the "Grantors") in favor of D.B. Zwirn Special Opportunities Fund, L.P., as Tranche B Collateral Agent for the Secured Parties (the "Collateral Agent").

WHEREAS, reference is made to that certain Credit and Guaranty Agreement, dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among MDC VACUUM PRODUCTS, LLC, a Delaware limited liability company ("Borrower"), MDC HOLDING INVESTMENTS, LLC, a Delaware limited liability company ("Holdings") as Guarantor, the Lenders party thereto from time to time, and D.B. ZWIRN SPECIAL OPPORTUNITIES FUND, L.P., as Administrative Agent (in such capacity, "Administrative Agent") and Collateral Agent;

WHEREAS, it is a condition precedent to the obligation of the Lenders to make the Tranche B Term Loans to Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain Second Priority Pledge and Security Agreement, dated as of December 9, 2005, in favor of the Collateral Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Pledge and Security Agreement"); and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Patent Security Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors and the Collateral Agent hereby agree as follows:

SECTION 1. DEFINED TERMS. Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantors hereby grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of Grantors' right, title, and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Patent Collateral"):

(a) all patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified in Schedule A hereto;

(b) all inventions and improvements described and claimed therein;

(c) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof;

(d) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof); and

(e) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of any Grantor accruing thereunder or pertaining thereto.

SECTION 3. PRECEDENCE. The security interest granted hereby is granted in conjunction with the security interest granted to the Secured Parties under the Pledge and Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Pledge and Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall control.

SECTION 4. RECORDATION. Each Grantor authorizes and requests that the U.S. Patent and Trademark Office and any other applicable government officer record this Patent Security Agreement.

SECTION 5. MODIFICATION OF AGREEMENT. This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Pledge and Security Agreement pursuant to which the Collateral Agent may modify this Agreement, after obtaining Grantors' approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in any existing Patents or any Patents acquired or developed by any Grantor after the execution hereof or to delete any reference to any right, title or interest in any Patents in which any Grantor no longer has or claims any right, title or interest.

SECTION 6. GENERAL.

(a) Governing Law. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE**

**NEW YORK GENERAL OBLIGATIONS LAW AND RULE 327(b) OF THE NEW YORK CIVIL PRACTICE LAW AND RULES.**

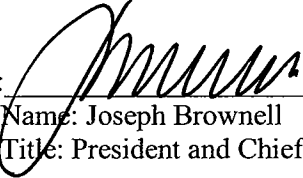
(b) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Secured Parties and Grantors and their respective successors and assigns. Grantors shall not, without the prior written consent of the Collateral Agent given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

(c) Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

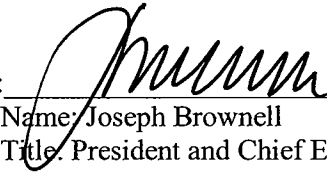
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IN WITNESS WHEREOF, the Grantors and the Collateral Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

MDC VACUUM PRODUCTS, LLC

By:   
Name: Joseph Brownell  
Title: President and Chief Executive Officer

MDC HOLDING INVESTMENTS, LLC

By:   
Name: Joseph Brownell  
Title: President and Chief Executive Officer

D.B. ZWIRN SPECIAL OPPORTUNITIES FUND, L.P.,  
a Delaware limited partnership,

By: D.B. Zwirn Partners, LLC, its general partner

By: Zwirn Holdings, LLC, its managing member  
as Tranche B Collateral Agent

By: \_\_\_\_\_  
Name: Perry A. Gruss  
Title: Chief Financial Officer

IN WITNESS WHEREOF, the Grantors and the Collateral Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

MDC VACUUM PRODUCTS, LLC

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

MDC HOLDING INVESTMENTS, LLC

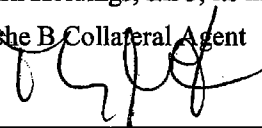
By: \_\_\_\_\_  
Name:  
Title:

D.B. ZWIRN SPECIAL OPPORTUNITIES FUND, L.P.,  
a Delaware limited partnership,

By: D.B. Zwirn Partners, LLC, its general partner

By: Zwirn Holdings, LLC, its managing member

as ~~Tranche B~~ Collateral Agent

By:   
Name: Perry A. Gruss  
Title: Chief Financial Officer





## SECOND PRIORITY PATENT SECURITY AGREEMENT

## I. REGISTERED PATENTS

Patent	Country	Patent No. (App. No.)	Issue Date (App. Date)	Record Owner/Liens <sup>1</sup>	Status/ Comment
High vacuum gate valve having improved metal vacuum seal joint	US	4,681,329 (06/881,074)	July 21, 1987, (July 2, 1986)	MDC Vacuum Products Corporation	None.
High vacuum gate valve having improved metal vacuum joint	US	4,718,637 (07/040,198)	January 12, 1988, (April 20, 1987)	MDC Vacuum Products Corporation	This patent is a divisional patent of 4,681,329
Manipulating device for high vacuum chamber	US	4,904,141 (07/114,543)	February 27, 1990, (October 28, 1987)	MDC Vacuum Products Corporation	None.
UHV rotating fluid delivery system	US	5,473,627 (08/093,761)	December 5, 1995, (September 2, 1993)	MDC Vacuum Products	None.
High-vacuum valve with retractable valve plate to eliminate abrasion	US	6,854,708 (10/624,083)	February 15, 2005, (July 21, 2003)	MDC Vacuum Products Corporation	None.
UHV rotating fluid delivery system	JA	2999353 (5-276677)	November 5, 1999 (November 5, 1993)	MDC Vacuum Products Corporation	None.
High power radio frequency energy feedthrough for high vacuum vessel	US	4,841,098 (07/204,393)	June 20, 1989, (June 9, 1988)	MDC Vacuum Products Corporation <sup>2</sup>	None.

<sup>1</sup> For patents registered to MDC Vacuum Products Corporation, appropriate assignment documents are intended to be filed with the U.S. Patent and Trademark Office in connection with the closing of the transactions contemplated by the Acquisition Agreement to formally register the patents in the name of MDC Vacuum Products, LLC.

<sup>2</sup> This patent was registered in the name of Insulator Seal, Inc., an entity that merged into MDC Vacuum Products Corporation on February 13, 1998. On December 2, 2005, evidence of the merger was filed with the U.S. Patent and Trademark Office to formally register the patent in the name of MDC Vacuum Products Corporation.

## II. PATENT APPLICATIONS

Title	Country	Inventors	Application Number	Filing Date	Status/ Comment
Re-Vap with Switching Power Supply	US	Nick Tsujimoto	Disclosure		Inventor prepared disclosure – unsure of status of application
Expanding Paddle for a High Vacuum Valve	US	Jose Contin	Provisional	July 22, 2002	Provisional filed before Semicon last year; application to be pursued ASAP
Ion Source	US	Grant Schragg, Peter Harris, Nick Tsujimoto, David Ferguson	Disclosure	Not Filed	On hold
Mighty Source Application	US	Peter Harris, Alev Ibrahimov, Gary Crumley	Disclosure	Not Filed	Patent Disclosure prepared April, 2003; product launch 5/1/03
Electron Beam Source Assembly	GE	Nick Tsujimoto, Jim Moore			References made to filing and annuity, status unknown
Electron Beam Source Assembly	JA	Nick Tsujimoto, Jim Moore			References to filing in Japan, status unknown