

**PATENT ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT

**CONVEYING PARTY DATA**

Name	Execution Date
Saunders and Associates, Inc.	04/30/2008
The Rose Family Trust	04/30/2008
The Lauren Joy Coxsey and Gregory Paul Coxsey Trust	04/30/2008
The Yick Y. Heng Family Trust	04/30/2008
The Olkes Family Trust	04/30/2008
Ronald W. Davis	04/30/2008
Lance E. Gilbert	04/30/2008

**RECEIVING PARTY DATA**

<b>Name:</b>	Saunders & Associates, LLC
<b>Street Address:</b>	2520 East Rose Garden Lane
<b>City:</b>	Phoenix
<b>State/Country:</b>	ARIZONA
<b>Postal Code:</b>	85050

**PROPERTY NUMBERS Total: 2**

Property Type	Number
Application Number:	09246427
Application Number:	09362268

**CORRESPONDENCE DATA**

Fax Number: (602)382-6070  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: hsobelman@swlaw.com  
 Correspondent Name: Howard I. Sobelman of Snell & Wilmer  
 Address Line 1: 400 E. Van Buren  
 Address Line 2: One Arizona Center  
 Address Line 4: Phoenix, ARIZONA 85004

**CH \$80.00 09246427**

ATTORNEY DOCKET NUMBER:

53928.0001

NAME OF SUBMITTER:

Jamie Sullivan

Total Attachments: 12

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the “**Agreement**”), is dated as of May 1, 2008 (the “**Effective Date**”), by and among Saunders and Associates, Inc., an Arizona corporation, The Rose Family Trust, The Lauren Joy Coxsey and Gregory Paul Coxsey Trust, The Yick Y. Heng Family Trust, The Olkes Family Trust, Ronald W. Davis and Lance E. Gilbert (collectively, the “**Assignors**”) and Saunders & Associates, LLC, a Delaware limited liability company (“**Assignee**”).

### RECITALS

WHEREAS, Assignors seek to assign and convey to Assignee all right, title and interest in and to certain intellectual property pursuant to the terms and conditions set forth in this Agreement.

### AGREEMENT

The parties, intending to be legally bound, agree as follows:

1. Assignment. Assignors, in exchange for the payment of valuable and legally sufficient consideration the receipt and legal sufficiency of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of the Assignors’ worldwide right, title, and interest in and to and under the following (hereinafter collectively referred to as the “**Intellectual Property**”):

a. All patents rights, including without limitation all patent rights listed in Exhibit A attached hereto, and any continuations, continuations-in-part, divisionals, applications for reissue, applications for reexamination, and any foreign counterparts (including inventor certificates) arising therefrom, and any domestic or foreign patents or the equivalents thereof arising from the inventions, patents, and patent applications, and all other inventions and discoveries embodied therein or deriving therefrom;

b. All federal and state trademarks and service marks, whether registered or common law, including without limitation all rights owned in the marks in listed in Exhibit A, and all goodwill associated thereto;

c. All domain names, including <www.saunders-assoc.com>; and any intellectual property and trademark rights and associated goodwill in such domain names, and any associated numerical internet protocol address related thereto;

d. All copyrights, whether registered or unregistered, including without limitation logos, and related promotional materials, operational manuals, technical data, information, engineering records, set-up sheets and notebooks, all of which have been developed as works-made-for-hire or otherwise have been assigned to Assignor, and all images, drawings, content, photographs, text, applications, and software embodied within the website located at <www.saunders-assoc.com>;

e. All know-how, trade secrets, confidential or proprietary information, including customer lists, technical information, process technology, plans, drawings and blue prints and any inventions contained therein;

f. All software, data, databases and all information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form, including source code and executable code; and

g. All rights to sue for infringement and misappropriation of the Intellectual Property, whether arising prior to or subsequent to the Effective Date.

2. No Contest. Assignors will not contest, oppose, or challenge Assignee's ownership of the Intellectual Property. Assignors will not at any time do or suffer to be done any act or thing that will in any way impair Assignee's ownership of or rights in and to the Intellectual Property.

3. Execution of Documents. Assignors will execute any and all documents and do all other things reasonably requested by Assignee in order to fully assign the Intellectual Property to Assignee and to vest more fully in Assignee any and all ownership rights therein. Also, Assignors will cause their individual trustees, beneficiaries, members, employees, and agents to execute any and all documents and do all other things reasonably requested by Assignee in order to fully assign the Intellectual Property to Assignee and to vest more fully in Assignee any and all ownership rights therein.

4. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Arizona, without giving effect to the principles of conflicts of laws thereof.

5. Jurisdiction; Service of Process. Any proceeding arising out of or relating to this Agreement or any transaction contemplated hereby may be brought in the courts of the State of Arizona, County of Maricopa, or, if it has or can acquire jurisdiction, in the United States District Court for the District of Arizona, and each of the parties irrevocably submits to the exclusive jurisdiction of each such court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding will be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this Agreement or any transaction contemplated hereby in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary, and bargained agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any proceeding referred to in the first sentence of this section may be served on any party anywhere in the world.

6. Entire Agreement. This Agreement supersedes all prior agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to the subject matter of this Agreement. This Agreement may not be amended,

supplemented, or otherwise modified except by a written agreement executed by the party to be charged with the amendment.

7. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

8. Execution of Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original copy and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

9. Incorporation of Recitals. The statements contained in the Recitals to this Agreement are true, complete, and correct, and they accurately reflect the intentions of the parties. Such Recitals are incorporated into the terms of this Agreement by this reference and form a part of this Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]  
[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ASSIGNORS: SAUNDERS AND ASSOCIATES, INC., an Arizona corporation

By: [Signature]  
Dwane L. Rose, President

THE ROSE FAMILY TRUST

By: [Signature]  
Dwane L. Rose, Trustee

State of Arizona )  
 ) ss.:  
County of Maricopa )

On April 30, 2008, before me, ROSALYN LEE OLKES personally appeared Dwane L. Rose, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

[Signature]  
Notary Public



[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

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**ASSIGNOR:**

**THE LAUREN JOY COXSEY AND  
GREGORY PAUL COXSEY TRUST**

By: *Gregory P. Coxsey*  
Gregory P. Coxsey, Trustee

State of Arizona )  
                                  ) ss.:  
County of Maricopa )

On April 28, 2008, before me, ROSALYN LEE OLKES personally appeared Gregory P. Coxsey, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

*Rosalyn L. Olkes*  
Notary Public



**[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]**

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**PATENT  
REEL: 020997 FRAME: 0119**

ASSIGNOR:

THE YICK Y. HENG FAMILY TRUST

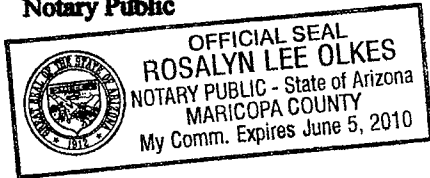
By: *Yick Y. Heng*  
Yick Y. Heng, Trustee

State of Arizona )  
                                  ) ss.:  
County of Maricopa )

On April 30, 2008, before me, Rosalyn Lee Olkes personally appeared Yick Y. Heng, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

*Rosalyn Lee Olkes*  
Notary Public



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ASSIGNOR:

Ronald W. Davis  
Ronald W. Davis

State of Arizona )  
County of Maricopa ) ss.:

On April 30, 2008, before me, ROSALYN LEE OLKES personally appeared Ronald W. Davis, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Rosalyn Lee Olkes  
Notary Public



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ASSIGNOR:

Lance E. Gilbert  
Lance E. Gilbert

State of Arizona )  
                                  ) ss.:  
County of Maricopa )

On April 30, 2008, before me, ROSALYN LEE OLKES, personally appeared Lance E. Gilbert, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Rosalyn Lee Olkes  
Notary Public



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**EXHIBIT A**

**Patents**

<b>Patent</b>	<b>Application No.</b>	<b>Registration No.</b>	<b>Issue Date</b>	<b>Assignor</b>	<b>Reel/Frame No.</b>
<b>BASE PLATER OR VACUUM DEPOSITION APPARATUS WITH INDIVIDUALLY AND SELECTIVELY CONTROLLED WORK HOLDERS AND CAPACITIVELY COUPLED CRYSTAL MONITOR</b>	09/246,427	6,090,444	7/18/00	WIXON, RONALD K.  FITZSIMONS, JAMES R.	009767/0313
<b>APPARATUS AND METHOD FOR PLASMA ION TRIMMING OF FREQUENCY DEVICES</b>	09/362,268	6,273,991	8/14/01	ROSE, DWANE L.  HOWSE, MARK M.  WIXON, RONALD K.	010148/0615

**Common Law Marks**

**Saunders & Associates, Inc.**

S&A

250B/C Network Analyzer 04  
W-12SA/W-6SA/W-Port/W-Clone  
W-5250S/W-5400/W-5510 Plating System  
W-350A/B/C/D/G-NG Test and Sort  
W-2200 Crystal Temperature Test  
280A/B Oscillator Analyzer  
W-2800 Oscillator Temperature Test  
W-2500 Component Temperature Test  
PCI Counter Card Software  
W-5910/W-5911/W-5920 Etching System  
W-2210 Benchtop Temperature Chamber  
W-9XX Pick and Place System  
W-5600 Crystal Base Plating System  
250B-1 15kHz-220MHz Network Analyzer

250C 15kHz-500Mhz Network Analyzer  
 Crystal Test Fixtures  
 Low Frequency / Watch Crystal Fixture  
 S&A Reference Crystal  
 350D High Speed /Low Cost Sorter  
 350A/B/C Test and Sort 250B Upgrade  
 W-910A SMD Crystal Pallet Test System  
 W-2200B Disc Pallet Dual Chamber Temperature Test System  
 W-2200B Dual Chamber Temperature Test System  
 W-2200 Bench Top  
 W-2200 High Speed TCXO Testing  
 W-2200B Quad SMD Disc Pallet  
 W-2200 Dual SMD Disc Pallet  
 W-2200B Dual Test Wheel  
 W-2200 Single Test Wheel  
 W-2200 Low Frequency/Watch Crystal  
 W-901A W-2200 SMD Disc Unloader/Loader  
 W-901A-01 W-2200 SMD Disc Unloader  
 W-901A-02 W-2200 SMD Crystal Temperature Disc Unloader  
 2100/2200 System Upgrade to W-2200  
 Transat TC-100 Upgrade to W-2200  
 Variable Capacitor Test Head  
 T-714 Dual Row Crystal Test Wheel  
 Crystak Temperature Test Disc Pallet  
 HC49 Disc Pallet  
 W-5600 Base Plater  
 Capacitively Coupled Plasma Upgrade  
 5600 Base Plater  
 W-5910 Crystal Etching System  
 W-12SA Crystal Plating System  
 W-900A W-12SA SMD Disc Unloader/Loader  
 W-5510 Leaded and SMD Plating System  
 5510 Showa Pallet Kit  
 5511 Crystal Wafer Plating System  
 W-5250 Plating System  
 W-250-6SA Showa Plating System Upgrade  
 W-250-6SA Dual Showa Plating System Upgrade  
 W-5910 Ion Beam System  
 W-12SA Plating System

**Domain Names**

<b>Domain</b>	<b>Created on:</b>	<b>Expires on:</b>	<b>Registrant</b>
<a href="http://saunders-assoc.com">http://saunders-assoc.com</a>	12/07/95	12/06/14	Saunders & Associates, Inc