

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Assignment and Assumption of Second Priority Security Interest at Reel/Frame
No. 20487/0577

CONVEYING PARTY DATA

Name	Execution Date
D.B. Zwirn Special Opportunities Fund, L.P.	05/12/2008

RECEIVING PARTY DATA

Name:	ZM Private Equity Fund I, L.P.
Street Address:	Attention: Quinn Morgan
Internal Address:	745 Fifth Avenue, 18th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10151

PROPERTY NUMBERS Total: 6

Property Type	Number
Patent Number:	4681329
Patent Number:	4718637
Patent Number:	4904141
Patent Number:	5473627
Patent Number:	6854708
Patent Number:	4841098

CORRESPONDENCE DATA

Fax Number: (714)755-8290

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

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive

Address Line 2: Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

PATENT

REEL: 021380 FRAME: 0001

500619704

OP \$240.00 4681329

ATTORNEY DOCKET NUMBER:

038940-0002

NAME OF SUBMITTER:

Rhonda DeLeon

Total Attachments: 7

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ASSIGNMENT AND ASSUMPTION

Reference is made to the Second Priority Pledge and Security Agreement, dated as of December 9, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), the Second Priority Patent Security Agreement, Second Priority Trademark Security Agreement, and Second Priority Copyright Security Agreement, each dated as of December 9, 2005, among the grantors party thereto (collectively, the "Grantors"), and D.B. Zwirn Special Opportunities Fund, L.P. ("DBZ"), as Collateral Agent (collectively, the "Intellectual Property Security Agreements"). Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein shall have the meanings given to them in the Pledge and Security Agreement.

WHEREAS, pursuant to the Second Priority Patent Security Agreement recorded with the U.S. Patent and Trademark Office on February 11, 2008 at Reel/Frame No. 20487/0577, the Grantors granted the Collateral Agent a lien on and security interest in and to all of its right, title and interest in, to and under all of its Intellectual Property, including the Patents and proceeds of any and all of the foregoing listed on Schedule I hereto;

WHEREAS, pursuant to the Second Priority Trademark Security Agreement recorded with the U.S. Patent and Trademark Office on February 11, 2008 at Reel/Frame No. 3717/0236, the Grantors granted the Collateral Agent a lien on and security interest in and to all of its right, title and interest in, to and under all of its Intellectual Property, including the Trademarks, including all goodwill associated with such trademarks, and proceeds of any and all of the foregoing, listed on Schedule I hereto;

WHEREAS, pursuant to the Second Priority Copyright Security Agreement recorded with the U.S. Copyright Office on February 11, 2008 at Volume/Document No. V3561 D50, Grantor granted the Collateral Agent a lien on and security interest in and to all of its right, title and interest in, to and under all of its Intellectual Property, including the Copyrights and proceeds of any and all of the foregoing listed on Schedule I hereto;

DBZ hereby irrevocably assigns to ZM Private Equity Fund I, L.P. ("ZM") without recourse, and ZM hereby assumes from DBZ, the interest in and to DBZ's rights and obligations under the Intellectual Property Security Agreements (the "Assigned Interest"), as of the Effective Date (as defined below).

The effective date of this Assignment and Assumption shall be May 12, 2008 (the "Effective Date"). Following the execution of this Assignment and Assumption, it will be delivered to ZM for recording by ZM pursuant to the Pledge and Security Agreement and the Intellectual Property Security Agreements with the U.S. Patent and Trademark Office and the U.S. Copyright Office.

From and after the Effective Date, (a) ZM shall be a party to the Pledge and Security Agreement and the Intellectual Property Security Agreements and, to the extent provided in this Assignment and Assumption, have the rights and obligations of the Collateral

Agent thereunder and under the other Loan Documents and shall be bound by the provisions thereof and (b) DBZ shall, to the extent provided in this Assignment and Assumption, relinquish its rights and be released from its obligations under the Pledge and Security Agreement and the Intellectual Property Security Agreements.

This Assignment and Assumption shall be governed by and construed in accordance with the laws of the State of New York.

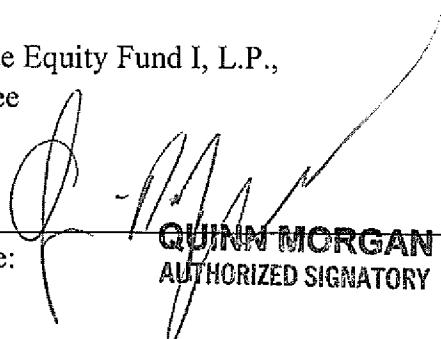
IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed by their respective duly authorized officers.

.. ZM Private Equity Fund I, L.P.,
as Assignee

By: _____

Name: _____

Title: _____


QUINN MORGAN
AUTHORIZED SIGNATORY

Accepted:

D.B. Zwirn Special Opportunities Fund, L.P.,
as Assignor

By: _____

Name: _____

Title: _____


LAWRENCE D. CUTLER
AUTHORIZED SIGNATORY

Assignment and Assumption

PATENT
REEL: 021380 FRAME: 0006

SCHEDULE I
to
ASSIGNMENT AND ASSUMPTION

U.S. PATENTS

I. REGISTERED PATENTS

Patent	Country	Patent No. (App. No.)	Issue Date (App. Date)	Record Owner/Liens ¹	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, LLC	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, LLC	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, LLC	None.
UHV rotating fluid delivery system	US	5,473,627 (08/093,761)	December 5, 1995, (September 2, 1993)	MDC Vacuum Products, LLC	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, LLC	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, LLC	None.

¹ 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.

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

U.S. TRADEMARKS

I. U.S. REGISTERED TRADEMARKS

Trademark	Registrant	Country	Reg. No. (App. No.)	Reg. Date (App. Date)
RE-VAP	MDC Vacuum Products, LLC	U.S.	2,528,986 (75/841,120)	January 15, 2002 (November 4, 1999)

U.S. COPYRIGHTS

I. U.S. REGISTERED COPYRIGHTS

Title	Registrant	Registration No Registration Date	Security Interest
Caburn MDC 1992 catalogue.	Caburn-MDC Ltd. ²	TX-3-232-130 11/25/91	None.
High vacuum ceramic to metal products / ISI.	MDC Vacuum Products, LLC	TX-1-594-694 03/11/85	None.
High vacuum electrical & optical ceramic-to-metal seal components.	MDC Vacuum Products, LLC	TX-2-433-093 09/20/88	None.
High vacuum electrical & optical ceramic-to-metal seal components.	MDC Vacuum Products, LLC	TX-3-451-903 10/26/92	None.
Building-blocks for vacuum science and technology.	MDC Vacuum Products, LLC	TX-4-977-710 04/09/99	None.
e-beam deposition; e-Vap sweep PC based software.	MDC Vacuum Products, LLC	TXu-898-836 04/08/99	None.

² Predecessor entity to MDC-Caburn Europe Limited.

Title	Registrant	Registration No. Registration Date	Security Interest
e-Vap high & ultra-high vacuum electron beam technology.	MDC Vacuum Products, LLC	TX-4-526-013 04/11/97	None.
Gate valves for high and ultra-high vacuum.	MDC Vacuum Products, LLC	TX-4-576-115 10/10/97	None.
High Vacuum Components for AutoCAD. [The Autocad 15 library.]	MDC Vacuum Products, LLC	TX-3-651-429 03/25/93	None.
MDC High Vacuum Components	MDC Vacuum Products, LLC	TX-1-217-880 11/03/83	None.
MDC High Vacuum Components	MDC Vacuum Products, LLC	TX-2-116-625 07/09/87	None.
MDC high vacuum components.	MDC Vacuum Products, LLC	TX-3-424-888 10/26/92	None.
MDC Vacuum Products Corporation. [A to Z high vacuum components; MDC high vacuum components.]	MDC Vacuum Products, LLC	TX-3-455-221 11/23/92	None.
Motion high & ultra-high vacuum sample manipulation.	MDC Vacuum Products, LLC	TX-4-690-988 12/22/97	None.
Vacuum Roughing Accessories	MDC Vacuum Products, LLC	TX-2-431-565 10/21/88	
Valves high & ultra-high vacuum angle & inline valves.	MDC Vacuum Products, LLC	TX-4-642-632 09/29/97	None.
X Y Z High Vacuum Precision Positioning Devices and Motion Feed Throughs	MDC Vacuum Products, LLC	TX-2-181-842 11/06/87	

II. U.S. COPYRIGHT APPLICATIONS

None.