

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Wafer Holdings, Inc.	06/16/2009
Akrion Technologies, Inc.	06/16/2009

RECEIVING PARTY DATA

Name:	Akrion Systems LLC
Street Address:	6330 Hedgewood Drive
City:	Allentown
State/Country:	PENNSYLVANIA
Postal Code:	18106

PROPERTY NUMBERS Total: 93

Property Type	Number
Application Number:	11625556
Application Number:	11755619
Application Number:	10111332
Application Number:	11625651
Application Number:	61034142
Application Number:	11837292
Application Number:	10098847
Patent Number:	6145520
Application Number:	11777256
Patent Number:	6907890
Patent Number:	4571850
Patent Number:	6766818
Patent Number:	6837944
Patent Number:	6286688

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Patent Number:	6805754
Patent Number:	6647641
Patent Number:	5954068
Patent Number:	5902402
Patent Number:	6240938
Patent Number:	6269822
Patent Number:	6843859
Patent Number:	6523552
Patent Number:	5807408
Patent Number:	6871657
Patent Number:	6928751
Patent Number:	6923192
Patent Number:	6754980
Patent Number:	7100304
Patent Number:	6684890
Patent Number:	7047989
Patent Number:	7156111
Application Number:	11595029
Patent Number:	7104268
Patent Number:	5625249
Patent Number:	5247954
Patent Number:	6679272
Patent Number:	6892738
Patent Number:	7287537
Application Number:	11873750
Patent Number:	5365960
Patent Number:	6532974
Patent Number:	6626189
Patent Number:	6842998
Patent Number:	6928750
Patent Number:	5556479
Patent Number:	6607604
Patent Number:	6767877
Application Number:	60985947
Patent Number:	6261845

Application Number:	61031845
Application Number:	12070620
Patent Number:	5972123
Patent Number:	6840250
Application Number:	11781835
Patent Number:	6818563
Patent Number:	5234540
Patent Number:	7169253
Application Number:	11649535
Patent Number:	7185661
Application Number:	11640718
Patent Number:	5656097
Patent Number:	5908509
Patent Number:	5996595
Patent Number:	5950645
Patent Number:	6378534
Patent Number:	5148823
Patent Number:	5090432
Patent Number:	5286657
Application Number:	11745866
Patent Number:	6955727
Patent Number:	6189552
Application Number:	11624445
Patent Number:	7311847
Application Number:	11841427
Application Number:	10585229
Application Number:	11544802
Application Number:	12059602
Application Number:	11454447
Patent Number:	6649018
Patent Number:	6863836
Application Number:	11777252
Patent Number:	6328809
Patent Number:	5226242
Patent Number:	6039059

Patent Number:	6140744
Patent Number:	6463938
Patent Number:	6681782
Patent Number:	6684891
Patent Number:	7117876
Patent Number:	7268469
Patent Number:	7211932
Application Number:	11839885
Application Number:	09324813

CORRESPONDENCE DATA

Fax Number: (215)832-5767
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 215-569-5767
Email: perry@blankrome.com
Correspondent Name: David M. Perry
Address Line 1: One Logan Square
Address Line 2: 9th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER:	074658-01266
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NAME OF SUBMITTER:	David M. Perry
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Total Attachments: 5
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source=Bill of Sale#page5.tif

GENERAL ASSIGNMENT AND BILL OF SALE

PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent ("Seller") for itself and the other Lenders under that certain Revolving Credit and Security Agreement dated September 26, 2008 (as amended, the "Revolving Credit Agreement") among Wafer, as borrower (the "Revolving Borrower"), the lenders party thereto (the "Revolving Lenders") and Seller, as agent for the Revolving Lenders (in such capacity, the "Revolving Agent"), that certain Export-Import Revolving Credit and Security Agreement dated September 26, 2008 (as amended, the "Ex-Im Revolving Credit Agreement" and, together with the Revolving Credit Agreement, the "PNC Credit Agreements") among the Revolving Borrower, the Revolving Lenders and the Seller, as well as certain other documents, instruments and agreements executed pursuant to the PNC Credit Agreements or in connection therewith (together with the PNC Credit Agreements, the "PNC Loan Documents"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, convey, assign, transfer and deliver to AKRION SYSTEMS LLC, a Delaware limited liability company (the "Buyer"), and its successors and assigns forever, pursuant to Section 9-610 et seq. of the applicable Uniform Commercial Code, the PNC Loan Documents and other applicable law, all the right, title and interest of Wafer Holdings, Inc. and Akrion Technologies, Inc. (the "Credit Parties") in and to all of the personal property and assets of the Credit Parties (collectively, the "Property") listed on Schedule I hereto.

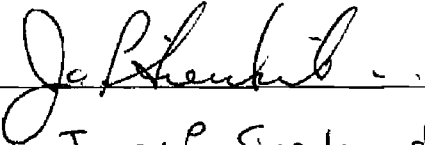
NEITHER REVOLVING AGENT NOR ANY REVOLVING LENDERS MAKES ANY REPRESENTATION, WARRANTY, COVENANT OR UNDERTAKING, EXPRESS OR IMPLIED, WITH RESPECT TO THE EXISTENCE OF ANY SPECIFIC ITEMS CONSTITUTING THE PROPERTY OR THE QUANTITY THEREOF, OR THE COMPANY'S BUSINESS OR PROSPECTS, OR THE CONDITION, QUALITY, MERCHANTABILITY (IN THE SENSE OF A UCC WARRANTY), FITNESS FOR A PARTICULAR PURPOSE OR VALUE OF THE PROPERTY; AND THE PROPERTY IS SOLD WITHOUT RECOURSE ON AN ABSOLUTE "AS IS, WHERE IS" BASIS.

On or after the date hereof, Revolving Agent will from time to time at the Buyer's reasonable request, execute and deliver such further instruments and take or cause to be taken such other action to carry out the effect, intent and purpose of the conveyance, assignment and transfer to the Buyer hereunder and otherwise in the carrying out of the intent and purposes of this General Assignment and Bill of Sale.

Buyer hereby acknowledges and agrees that Buyer is taking all Property that is subject to a first priority lien in favor of BHC Interim Funding II, L.P. ("BHC") pursuant the terms of that certain Intercreditor Agreement by and between Revolving Agent dated September 26, 2008 subject to the liens in favor of BHC.

Dated this 16th day of June, 2009.

PNC BANK, NATIONAL ASSOCIATION, as
Revolving Agent for itself and the Revolving
Lenders

By: 
Name: James P. Sierakowski
Its: Vice President

SCHEDULE I

All of the Credit Parties' personal property in which Revolving Agent (for the benefit of itself and the Revolving Lenders) has a perfected lien and security interest through the filing of UCC-1 financing statement(s) in the appropriate jurisdiction(s) for perfecting such interests, including, without limitation:

- (a) any and all of the Credit Parties' right, title and interest in all of the Credit Parties' inventory, goods, service parts and supplies, merchandise and other personal property, wherever located, to be furnished under and consignment agreement, contract of service or held for sale or lease, all raw materials, work in process, finished goods and materials supplies and incidentals, of any kind, nature or description which are or might be used or consumed in any Credit Party's business or used in selling or furnishing such goods, merchandise and other personal property, and all documents of title or other documents representing them, and all packaging materials and labels of every nature and description used or which might be used in connection with the manufacture, packing, shipping, advertising, selling, leasing or furnishing of the foregoing or otherwise used or consumed in the conduct of the business, existing on the Closing Date;
- (b) any and all of the Credit Parties' right, title and interest in furniture, fixtures, machinery, apparatus, equipment, motor vehicles, trucks, trailers, vessels, aircraft, rolling stock, furnishings, dies, jigs, tools, benches, molds, tables, accessories, computer hardware, parts, additions, motors, engines, and all other tangible personal property and equipment and accession thereto and replacements therefore on the Closing Date;
- (c) any and all of the Credit Parties' right, title and interest in accounts receivable (including but not limited to all accounts receivable created by or arising from each Credit Party's sales, leases, rentals of goods or renditions of services to its customer (whether or not they have been earned by performance), and those accounts receivable arising under any Credit Party's trade names, logos or styles, or through any Credit Party's divisions), contracts and contract rights, instruments, documents, warehouse receipts, bills of lading, shipping documents, chattel paper (including electronic chattel paper), unpaid seller's or lessor's rights (including rescission, replevin, reclamation, repossession and stoppage in transit) relating thereto or arising therefrom, rights to any goods represented by any of the foregoing, including rights to returned, reclaimed or repossessed goods, reserves and credit balances arising in connection with or pursuant to any of the foregoing, guaranties, supporting obligations, payment intangibles and letter of credit rights, insurance policies or rights relating to any of the foregoing, general intangibles relating to accounts, drafts and acceptances, credit card receivables, and all other forms of obligations owing to any Credit Party arising out of or in connection with the sale or lease of inventory or the rendition of services, and all supporting obligations, notes, deposits, property, guarantees and other security therefore, whether secured or unsecured, existing on the Closing Date;
- (d) any and all of the Credit Parties' right, title and interest in Deposit Accounts (as defined in the UCC);

- (e) any and all of the Credit Parties' right, title and interest in general intangibles on the Closing Date, including without limitation any and all payment intangibles, choses in action, causes of action, lawsuits, corporate or other business records, inventions, designs, patents, patent applications, equipment formulations, manufacturing procedures, quality control procedures, trademarks and all registrations and applications therefor, service marks, trade secrets, goodwill, customer lists, copyrights and all registrations and applications therefor, inventions, designs, design rights, methods, processes, know-how, drawings, blueprints, plans, specifications, descriptions, all memoranda, notes and records with respect to research and development, computer software, computer information, source codes, codes, records and dates, registrations, licenses, franchises, customer lists, tax refunds, tax refund claims, reversions or any rights thereto, computer programs, any rights or other amounts payable to any Credit Party from any employee benefit plan, rights and claims against carriers and shippers, all claims under guaranties, security interests or other security held by or granted to any Credit Party to secure payment of the accounts receivable by a customer, all rights of or to indemnification, all policies and certificates of insurance and rights thereunder, including without limitation all business interruption, property, casualty or any similar type of insurance, and all other intangible property of every kind and nature;
- (f) any and all of the Credit Parties' right, title and interest in any and all stock, membership interests, securities (whether certificated or uncertificated), securities entitlements, securities accounts, commodities contracts and commodities accounts owned by any of the Credit Parties on the Closing Date;
- (g) any and all of the Credit Parties' right, title and interest in (i) its respective goods and other property including, but not limited to, all merchandise returned or rejected by customers, relating to or securing any of the accounts receivable; (ii) all of each Credit Party's rights as a consignor, a consignee, an unpaid vendor, mechanic, artisan, or other lienor, including stoppage in transit, setoff, detinue, replevin, reclamation and repurchase; (iii) all additional amounts due to any Credit Party from any customer relating to the accounts receivable; (iv) other property, including warranty claims, relating to any goods; (v) all of each Credit Party's contract rights, rights of payment which have been earned under a contract right, instruments (including promissory notes), documents, chattel paper (including electronic chattel paper), warehouse receipts, deposit accounts, letters of credit, letter of credit rights (whether or not the respective letter of credit is evidenced by a writing), supporting obligations, rights to insurance proceeds, and money; (vi) all commercial tort claims; (vii) all liens and security interests of each Credit Party in real and personal property of third parties in which such Credit Party has been granted a lien or security interest as security for the payment or enforcement of accounts receivable;
- (h) any and all of the Credit Parties' right, title and interest in all of each Credit Party's ledger sheets, ledger cards, files, correspondence, records, books of account, business papers, computers, computer software (owned by any Borrower or in which it has an interest), computer programs, tapes, disks, data processing software and documents relating to any of the other Subject Assets; and

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- (i) all cash and non-cash proceeds and products of any of the foregoing in whatever form, including, but not limited to cash, deposit accounts (whether or not comprised documents, solely of proceeds), certificates of deposit, insurance proceeds (including hazard, flood and credit insurance), negotiable instruments and other instruments for the payment of money, chattel paper, security agreements, documents, eminent domain proceeds, condemnation proceeds and tort claim proceeds.

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