PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT				
NATURE OF CONVEYANCE:		SECURITY AGREEMENT				
CONVEYING PARTY I	DATA					
	N	lame	Execution Date			
Synos Technology, Ind	c.	03/29/2010				
RECEIVING PARTY D	ATA					
Name:	Novellus Developme	Novellus Development Company, LLC				
Street Address:	3970 North First Street					
City:	San Jose					
State/Country:	CALIFORNIA					
Postal Code:	95134					
Property Ty		Number				
Property Ty	ире	Number				
Application Number:		61154664				
Application Number:	61185	61185076				
Application Number:		12498298				
Application Number:		12539289				
Application Number:		12539142				
Application Number:		12539477				
Application Number:	12539	12539490				
Application Number:		12560690				
Application Number:		12560705				
Application Number:		61247096				
Application Number:		12689927				
Application Number:		12709763				
Application Number:		01146161				
Application Number: 610		679				
		670				
			PATENT			

Application Number:	6	1088674				
Application Number: 6		61088677				
CORRESPONDENCE DATA						
Fax Number:	(248)641-0270					
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.						
Phone:	248-641-1600					
Email:	lhoneman@hdp.com					
Correspondent Name:	HARNESS, DICKEY & PIERCE, P.L.C.					
Address Line 1:	5445 CORPORATE DRIVE					
Address Line 2:	SUITE 200					
Address Line 4: Troy, MICHIGAN 48098						
NAME OF SUBMITTER:		Michael D. Wiggins				
Total Attachments: 7	Total Attachments: 7					
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Patent Security Agreement

This Patent Security Agreement ("Agreement"), dated March 22 2010, is made by Synos Technology, Inc., a Delaware corporation ("Grantor"), and Novellus Development Company, LLC, a Delaware limited liability company ("Grantee").

Background

Grantor desires to grant and Grantee desires to obtain a lien and security interest on the Patent Collateral (as defined below) as security for all payment and performance obligations of Grantor under the Convertible Promissory Note (the "Note") issued by Grantor to Grantee as of this date (collectively, the "**Obligations**") and Grantee desires to have its lien and security interest in that Patent Collateral confirmed by a document identifying that security interest and in a form as may be recorded in the United States Patent and Trademark Office and the patent office of any foreign jurisdiction as applicable.

Now, therefore, with the above Background deemed incorporated by reference and made a part of this Agreement, and in consideration of the mutual promises contained in this Agreement, the parties to this Agreement, intending to be legally bound, agree as follows:

1. In consideration of the advance of

and for other good, valuable, and sufficient consideration, the receipt of which is acknowledged, and to secure the Obligations, Grantor does by this Agreement collaterally assign and grant to Grantee a lien and security interest in (a) all of Grantor's right, title, and interest in and to (i) the United States Letters Patent and the inventions described and claimed in that Letters Patent or the patent of a foreign jurisdiction, as applicable, set forth on Schedule A to this Agreement, and any future patents (referred to collectively in this Agreement as the "Patents"); (ii) the applications for Letters Patent and the inventions described and claimed in those applications, set forth on Schedule A to this Agreement and any United States Letters Patent or patent of a foreign jurisdiction that may be issued upon any of those applications and any future Patent applications (referred to collectively in this Agreement as the "Applications"); (iii) the invention disclosures set forth on Schedule A to this Agreement and any United States Letters Patent or patent of a foreign jurisdiction that may be issued upon any of those invention disclosures and any future invention disclosure (referred to collectively in this Agreement as the "Invention Disclosures"); (iv) any reissue, extension, division, or continuation of the Patents or the Applications (such reissues, extensions, divisions, and continuations being referred to collectively in this Agreement as the "Reissued Patents"); (v) all future royalties or other fees paid or payment or payments made or to be made to Grantor in respect to the Patents, Applications, Invention Disclosures, and Reissued Patents (referred to collectively in this Agreement as the "Royalties"); and (vi) proceeds of any and all of the above (the Patents, Applications, Invention Disclosures, Reissued Patents, and Royalties and proceeds being referred to collectively in this Agreement as the "Patent Rights"), and (b) all rights, interests, claims, and demands that Grantor has or may have in existing and future profits and damages for past and future infringements of the Patent Rights (which rights, interest, claims, and demands being referred to in this Agreement as the "Claims," and the Patent Rights and Claims being collectively referred to as the "Patent Collateral").

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2. Grantor warrants and represents to Grantee that (a) Grantor is the true and lawful exclusive owner of the Patents, Applications and Invention Disclosures, free and clear of any lien, charge or encumbrance; (b) Grantor has full power and authority to execute and deliver this Agreement; (c) Grantor has no notice of any suits or actions commenced or threatened against it, or notice of claims asserted or threatened against it, with reference to the Patent Collateral and the interests granted in this Agreement; (d) Grantor has not created, granted or permitted any liens, charges, claims, options, licenses, pledges, or encumbrances of every kind and character in the Patent Collateral; (e) Grantor's chief executive office and principal place of business is located at the address set forth on the signature pages hereof; and (f) Grantor's jurisdiction of organization and exact legal name are as set forth in the caption to this Agreement.

3. Grantor further covenants that until all of the Obligations have been satisfied in full, it (a) will not enter into any agreement, including without limitation, license agreements, which are inconsistent with Grantor's undertakings and covenants under this Patent Security Agreement or which restrict or impair Grantee's rights under this Agreement, (b) will perform all reasonable acts necessary or appropriate to maintain, preserve and protect the Patent Collateral; (c) will keep the Patent Collateral free of all liens, charges or encumbrances (other than created under this Agreement); (d) will provide written notice to Grantee at least 30 days following any change in (i) the location of Grantor's chief executive office or principal place of business or (ii) Grantee's name or jurisdiction of organization; and (e) will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by Grantee to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Grantor's compliance with this Agreement or to enable Grantee to exercise and enforce its rights and remedies hereunder with respect to the Patent Collateral, including any documents for filing with the U.S. Patent and Trademark Office and/or any applicable state office.

4. So long as this Patent Security Agreement is in effect and so long as Grantee has not exercised its rights under this Agreement following an Event of Default under the Note, Grantor shall continue to have the exclusive right to use the Patent Rights and grant licenses with respect to them as described in this Agreement, and Grantee shall have no right to use the Patent Rights or issue any exclusive or nonexclusive license with respect to them, or assign, pledge, or otherwise transfer any interest in the Patent Rights to any other Person.

5. Grantor may not sell, assign, dispose of or otherwise transfer, or further encumber its rights and interests in the Patent Collateral without prior written consent of Grantee, except as specifically permitted under <u>Section 6</u>.

6. Notwithstanding any provision hereof to the contrary, Grantor may freely, without consent of Grantee, transfer assign, license or otherwise convey to a third party any and all Patent Collateral for use solely and exclusively in the semiconductor field of use, in each case, on arm's length terms and for reasonably equivalent value to non-affiliates of Grantor. For the avoidance of doubt, OLED field of use shall not be considered in or as part of the semiconductor field of use.

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PATENT REEL: 024161 FRAME: 0270 7. Grantor hereby authorizes Grantee to file at any time and from time to time any financing statements describing the Patent Collateral, all amendments to financing statements, assignments, continuation financing statements, termination statements and other documents and instruments, in form and substance satisfactory to Grantee, as Grantee may reasonably require, to perfect and continue perfected, maintain the priority of or provide notice of the security interest of Grantee in the Patent Collateral and to accomplish the purposes of this Agreement. Without limiting the generality of the foregoing, Grantor ratifies and authorizes the filing by Grantee of any financing statements filed prior to the date hereof. Grantee may record this Agreement, an abstract thereof, or any other document describing Grantee's interest in the Patent Collateral with the U.S. Patent and Trademark Office, at the expense of Grantor.

If an Event of Default occurs under the Note, Grantee shall have all rights and 8. remedies of a secured party under the Uniform Commercial Code (as in effect now or in the future in any applicable jurisdiction) and other applicable laws, and may take such action as is permitted by law or equity (in addition to any rights provided under this Agreement or the Note), in its sole discretion. In addition to and without limiting any of the foregoing, upon the occurrence of an Event of Default under the Note, Grantee shall have the right but shall in no way be obligated to bring suit, or to take such other action as Grantee deems necessary or advisable, in the name of Grantor or Grantee, to enforce or protect any Patent Collateral, and any license thereunder, in which event Grantor shall, at the request of Grantee, do any and all lawful acts and execute any and all documents required by Grantee in aid of such enforcement. For the purpose of enabling Grantee to exercise its rights and remedies under this Section 8 or otherwise in connection with this Agreement, Grantor hereby grants to Grantee an irrevocable, nonexclusive and assignable license (exercisable without payment or royalty or other compensation to Grantor) to use, license or sublicense any Patent Collateral. No failure on the part of Grantee to exercise, and no delay in exercising, any right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies under this Agreement are cumulative and not exclusive of any rights, remedies, powers and privileges that may otherwise be available to Grantee.

9. Grantor hereby constitutes and appoints Grantee (and any officer or agent of Grantee as Grantee may select in its sole discretion), as Grantor's true and lawful attorney-in-fact with the power to, and hereby authorizes Grantee or such officer or agent to, endorse Grantor's name on, and/or file of record, all assignments, applications, documents, papers, and instruments, whether in the name of Grantor or of Grantee on Grantor's behalf, and to take such actions as Grantee deems necessary or advisable for Grantee or its transferee, successors, or assigns, to obtain title to and the right to use the Patent Collateral, or to perfect or continue perfected, maintain the priority or enforceability of or provide notice of Grantee's security interest in the Patent Collateral, including after the occurrence of an Event of Default under the Note, (a) to grant or issue any exclusive or nonexclusive license under the Patent Collateral to any other person, (b) to assign, pledge, convey, or otherwise transfer title in or dispose of all or any part of the Patent Collateral to any other person, (c) to defend, settle, adjust or institute any action, suit or proceeding with respect to the Patent Collateral, or (d) to assert or retain any rights under any license agreement for any of the Patent Collateral, including any rights of Grantor arising under

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Section 365(n) of the Bankruptcy Code. This power of attorney shall be irrevocable and coupled with an interest for so long as any Obligations remain outstanding.

10. Grantor shall at its own expense, to the extent necessary or advisable or requested by Grantee, diligently file and prosecute all patent applications relating to the Patent Collateral in the United States Patent and Trademark Office and the patent office of a foreign jurisdiction, as applicable, and shall pay or cause to be paid in their customary fashion all connected fees and disbursements. Grantor shall give prompt notice in writing to Grantee if Grantor shall obtain rights to any new Patent Collateral. Without limiting Grantor's obligations under this Section 10, Grantor authorizes Grantee to modify this Agreement by amending <u>Schedule A</u> to include any such new Patent Collateral (provided that any failure to so modify this Agreement or amend <u>Schedule A</u> shall not in any way affect, invalidate or detract from Grantee's continuing security interest in all Patent Collateral, whether or not listed on <u>Schedule A</u>). Grantor shall not abandon any Patent Collateral without first offering to assign to Grantee such Patent Collateral. Grantor shall notify Grantee and, upon the request of the Grantee, shall provide Grantee with such Patent Collateral thirty (30) business days in advance of any event in which such Patent Collateral will become abandoned.

11. Any and all reasonable fees, costs, and expenses, including reasonable attorneys' fees and expenses incurred by Grantee in connection with the modification, enforcement, or termination of this Agreement, the filing and recording of any documents in public offices, any taxes that are not based on revenue or income of Grantee, counsel fees, maintenance fees, encumbrances, or costs otherwise incurred in defending or prosecuting any actions or proceedings arising out of or related to the Patent Collateral, shall be paid by Grantor on demand by Grantee and, until paid, shall be added to the Obligations.

12. At any time prior to an Event of Default and the resulting exercise of Grantee's rights under this Agreement, Grantor shall have the right to bring suit in its own name to enforce the Patent Collateral, in which case Grantee may, at Grantee's option and sole expense, be joined as a nominal party to such suit if Grantee shall be satisfied that joinder is necessary and that Grantee is not incurring any risk of liability by that joinder. Grantor shall promptly, upon demand, reimburse and indemnify, defend and hold harmless Grantee for all damages, costs, and expenses, including reasonable attorney's fees, incurred by Grantee pursuant to this paragraph and all other actions and conduct of Grantor with respect to the Patent Rights during the term of this Agreement.

13. No modification or waiver of any provisions set forth in this Agreement shall be effective unless they shall be in writing and signed by the party against whom enforcement is being sought.

14. If Grantor fails to comply with any of its understandings and covenants under this Agreement, Grantee may at its sole option do so in its name, but at Grantor's expense, and Grantor agrees to reimburse Grantee in full for all expenses.

15. Upon full and unconditional satisfaction of the Obligations, Grantee shall execute and deliver to Grantor all documents reasonably necessary to terminate Grantee's interests in the Patent Collateral, all at Grantor's expense.

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16. This Agreement shall be binding upon Grantor, its successors, and assigns, and shall inure to the benefit of Grantee, its successors, and assigns.

17. This Agreement shall be governed by and construed in accordance with the laws of California, without regard to principles of conflicts of laws that would result in the application of the laws of another jurisdiction.

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PATENT REEL: 024161 FRAME: 0273 In witness, Grantor has executed this Agreement on the date set forth in the opening paragraph of this Agreement.

Synos Technology, Inc.

ACKNOWLEDGMENT

State of California County of <u>Savita Clara</u>)

On <u>March 29,2010</u> before me, <u>Angela Gonzoloz</u> <u>Notavy</u> PWOLTC (insert name and title of the officer) personally appeared <u>Savg In Lee</u>

whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature (Seal)



Schedule A Patents

FILE #	ТІТЬЕ	SERIAL#	FILING DATE	STATUS
27214-	Method For Forming Thin Film	61154664	23-Feb-09	Pending
15095/US				
27276-	Reactor Apparatus For Atomic Layer	61185076	8-Jun-09	Pending
15649/US	Deposition And Method Of Forming	1		
	Thin Film Using The Reactor Apparatus			
27276-	Solar Cell And Fabricating Method For	12498298	6-Jul-09	Pending
15846/US	The Same			
27276-	Forming Substrate Structure By Filling	12539289	11-Aug-	Pending
15918/US	Recesses With Deposition Material		09	
27276-	Plasma Reactor Having Injector	12539142	11-Aug-	Pending
15925/US			09	
27276-	Vapor Deposition Reactor For Forming	12539477	11-Aug-	Pending
15927/US	Thin Film	•	09	
27276-	Vapor Deposition Reactor	12539490	11-Aug-	Pending
15933/US			09	
27276-	Vapor Deposition Reactor Using Plasma	12560690	16-Sep-09	Pending
16047/US	And Method For Forming Thin Film			
	Using The Same			
27276-	Electrode For Generating Plasma And	12560705	16-Sep-09	Pending
16048/US	Plasma Generator			
27276-	Depositing Thin Films On Curved Or	61247096	30-Sep-09	Pending
16080/US	flexible Substrate			
27276-	Electrode Structure, Device Comprising	12689927	19-Jan-10	Pending
16290/US	The Same And Method For Forming			
	Electrode Structure			
27276-	Method For Forming Thin Film	12709763	22-Feb-10	Pending
16291/US	-			
27276-	Liquid Source Vaporization System			Invention
16523/US				Disclosure
27214-	Electrode Structure, Device Using The	61146161	21-Jan-09	Expired
15201/US	Same And Method For Forming			
	Electrode Structure			
27276-	Method Of Forming Substrate Structure	61088679	13-Aug-	Expired
15917/US	And Method Of Manufacturing Device		08	
	Comprising The Same			
27276-	New Arc Plasma Source With Pre-Cursor	61088670	13-Aug-	Expired
15924/US	Injector		08	
27276-	Improved ALD Injector Design	61088674	13-Aug-	Expired
15926/US			08	
27276-	ALD Injector Design	61088677	13-Aug-	Expired
15932/US			08	

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