# PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT				
NATURE OF CONVEYANCE:			Asset Purchase Agreement			
CONVEYING PARTY DATA						
Name Execution Date						
Entegris, Inc.				04/08/2008		
RECEIVING PARTY DATA						
Name:	Poly-Flow Engineering, LLC					
Street Address:	1300 Eubank Boulevard NE					
City:	Albuquerque					
State/Country:	NEW MEXICO					
Postal Code:	87123	87123				
PROPERTY NUMBERS Total: 3						
Property Type			Number			
Patent Number:		6248177				
Patent Number:		6926017 7216655				
Patent Number:		7216655				
CORRESPONDENCE DATA						
Fax Number: (505)243-2542						
Correspondence will be sent via US Mail when the fax attempt is unsuccessful. Phone: 505-998-1500						
Email: swilkes@peacocklaw.com						
Correspondent Name: Deborah A. Peacock						
Address Line 1: Peacock Myers, P.C.						
Address Line 2: P.O. Box 26927						
Address Line 4:	Address Line 4:     Albuquerque, NEW MEXICO 87125-6927					
ATTORNEY DOCKET NUMBER:			32735-1002			
NAME OF SUBMITTER:			Deborah A. Peacock			
Total Attachments: 6         source=Entegris-Poly-Flow#page1.tif         PATENT						

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#### ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT is made and entered into on April 4, 2008, by and between Poly-Flow Engineering, LLC, a New Mexico limited liability company ("Purchaser"), and Entegris, Inc., a Delaware corporation ("Seller").

#### AGREEMENT

In consideration of the mutual agreements set forth in this Agreement, Seller and Purchaser agree as follows:

#### 1. Purchase and Sale of Assets.

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(a) Seller sells, assigns, transfers, and delivers to Purchaser, and Purchaser purchases from Seller, all of the assets used in the operation of the Business (the "Purchased Assets"), excluding the Excluded Assets (defined below). The Purchased Assets include, without limitation, the following:

(iv) all trademarks, trade names, patents, and patent applications, described on Schedule 1(a)(iv) attached hereto (the "Intellectual Property");

### **SIGNATURES**

IN WITNESS WHEREOF, the parties have caused this Asset Purchase Agreement to be executed as of the day and year first above written.

SELLER:

#### **PURCHASER:**

ENTEGRIS, INC., a Delaware corporation

POLY-FLOW ENGINEERING, LLC, a New Mexico limited liability company

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Its:	

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### Schedules and Exhibits

Schedule 1(a)(i)	Business Assets
Schedule 1(a)(ii)	Inventory
Schedule 1(a)(iii)	Customer List
Schedule 1(a)(iv)	Intellectual Property
Schedule 1(a)(v)	Contracts
Schedule 1(a)(vi)	Licenses
Schedule 2(b)	Warranty Obligations
Schedule 4(b)	Allocation of Purchase Price
Schedule 8(c)	Seller's Consents
Schedule 8(n)	Warranty and Product Liability Claims
Schedule 9(c)	Purchaser's Consents
Schedule 10(d)	Intel and NXP Services

### **SIGNATURES**

IN WITNESS WHEREOF, the parties have caused this Asset Purchase Agreement to be executed as of the day and year first above written.

**SELLER:** 

#### **PURCHASER:**

ENTEGRIS, INC., a Delaware corporation

By: Its:

POLY-FLOW ENGINEERING, LLC, a New Mexico limited liability company

#### Schedules and Exhibits

Schedule 1(a)(i) Schedule 1(a)(ii) Schedule 1(a)(iii) Schedule 1(a)(iv) Schedule 1(a)(v) Schedule 1(a)(v) Schedule 1(a)(vi) Schedule 2(b) Schedule 2(b) Schedule 4(b) Schedule 8(c) Schedule 8(n) Schedule 9(c) Schedule 10(d)

Business Assets Inventory Customer List Intellectual Property Contracts Licenses Warranty Obligations Allocation of Purchase Price Seller's Consents Warranty and Product Liability Claims Purchaser's Consents Intel and NXP Services

#### AMENDMENT TO ASSET PURCHASE AGREEMENT

THIS AMENDMENT ("Amendment") is entered into effective April 8, 2008, and amends the Asset Purchase Agreement ("Purchase Agreement") entered into on April 8, 2008, by and between Poly-Flow Engineering, LLC, a New Mexico limited liability company ("Purchaser") and Entegris, Inc., a Delaware corporation ("Seller").

#### BACKGROUND

- A. The Parties entered into a Purchase Agreement on April 8, 2008; and
- B. The Parties hereby wish to amend the Purchase Agreement.

### AMENDMENT

For consideration previously received and hereby acknowledged, the parties wish to amend the Purchase Agreement as follows, effective as of April 8, 2008 ("Effective Date"):

1. Schedule l(a)(iv) referred to in Section 1 of the Purchase Agreement is hereby superseded in it entirety and replaced by the attached Schedule 1(a)(iv).

The parties have caused this Amendment to be executed as of the Effective Date.

#### SELLER

ENTEGRIS, INC., a Delaware corporation

By Its:

### PURCHASER:

POLY-FLOW ENGINEERING, LLC, a New Mexico limited liability company

Its: CLENERAL MANAGER

Amended Schedule 1(a)(iy) Intellectual Property

#### PATENTS:

1. U.S. Patent No. 6,248,177 for method of cleaning wafer carrier invented by David Halbmaier. Granted on 6/19/2001 and expiring on 1/8/2019.

2. U.S. Patent No. 6,926,017 for wafer container washing apparatus invented by David Halbmaier and Barry Gregerson. Granted on 8/9/2005 and expiring on 4/23/2022. Published on 4/25/2002.

3. U.S. Patent No. 7,216,655 for wafer container washing apparatus invented by David Halbmaier and Barry

Gregerson. Granted on 5/15/2007 and expiring on 1/18/2019. Published on 6/5/2003.

4. South Korea Patent No. 560077 corresponding to U.S. Patent No. 6,248,177. Granted 3/6/2006, expires 1/8/2019, published on 5/15/2001.

5. China Patent No. ZL99803710.9 corresponding to U.S. Patent No. 6,248,177. Granted 9/8/2004, expires 1/8/2019, published on 7/3/2002.

6. Singapore Patent No. 74,479 corresponding to U.S. Patent No. 6,248,177, Granted 9/28/2007.

- 7. Hong Kong Patent No. HK1046660, corresponding to U.S. 6,248,177, Granted 9/8/2004.
- 8. All other patents corresponding or claiming priority to the above.

### **PATENT APPLICATIONS:**

1. Japan patent application No. 20000527372, corresponding to U.S. Patent No. 6,248,177, filed on 1/8/1999 (pending)

- 2. European Patent Application No. 999013832, corresponding to U.S. Patent No. 6,428,177, filed on 1/8/1999 (pending)
- 3. All other patent applications corresponding or claiming priority to the above.

### **TRADEMARKS:**

Not Registered: Process One, HTC, FX30, Ultra, Ultra NU Registered: Atcor, Registration No. 1300209 All goodwill