

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT								
NATURE OF CONVEYANCE:	ASSIGNMENT								
CONVEYING PARTY DATA									
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Hanjoo Lee</td> <td>05/08/2006</td> </tr> <tr> <td>Zhi (Lewis) Liu</td> <td>05/08/2006</td> </tr> <tr> <td>Ismail Kashkoush</td> <td>09/28/2006</td> </tr> </tbody> </table>		Name	Execution Date	Hanjoo Lee	05/08/2006	Zhi (Lewis) Liu	05/08/2006	Ismail Kashkoush	09/28/2006
Name	Execution Date								
Hanjoo Lee	05/08/2006								
Zhi (Lewis) Liu	05/08/2006								
Ismail Kashkoush	09/28/2006								
RECEIVING PARTY DATA									
Name:	Akrion Systems, LLC								
Street Address:	6330 Hedgewood Drive, Suite 150								
City:	Allentown								
State/Country:	PENNSYLVANIA								
Postal Code:	18106								
PROPERTY NUMBERS Total: 1									
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>13296760</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	13296760				
Property Type	Number								
Application Number:	13296760								
CORRESPONDENCE DATA									
Fax Number:	(215)735-9305								
Phone:	215-735-9302								
Email:	suzanne.chocklette@thebellesgroup.com								
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>									
Correspondent Name:	The Belles Group, P.C.								
Address Line 1:	404 S. 16th Street								
Address Line 4:	Philadelphia, PENNSYLVANIA 19146								
ATTORNEY DOCKET NUMBER:	AKR-024-US-CON2								
NAME OF SUBMITTER:	Brian L. Belles								
<p>Total Attachments: 23 source=assign#page1.tif</p>									

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DOCKET NO.: 108430.053
Serial No. 60/759,948
Assignment to Aktron, Inc.

PATENT
Joint Inventors

ASSIGNMENT

WHEREAS, we, Hanjoo Lee and Zhi (Lewis) Liu, hereinafter referred to as the assignors, residing, respectively, at 463-785 SangRok Maeul Life Apartment 108 dong 805 ho Gyunggi-Do, Seongnam-Si, Bundang-Gu, Jeongja-Dong, Korea and 137 Agnew Road, Paoli, PA 19301 are the inventors of certain inventions or improvements for which we have made an application for Letters Patent to the United States, identified as U.S. Provisional Patent Application Serial No. 60/759,948, filed Jan. 18, 2006 entitled SYSTEM AND METHOD FOR DRYING A ROTATING SUBSTRATE and

WHEREAS, Aktron, Inc. a Delaware corporation, hereinafter referred to as the assignee, of 6330 Hedgewood Drive, #150, Allentown, PA 18106 is desirous of acquiring the entire right, title and interest in and to the said inventions or improvements and in and to the said provisional patent application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in any and all countries and including all applications that claim priority to and/or the benefit of said provisional patent applications

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) to us in hand paid by said assignee, and other good and valuable consideration, the receipt of which is hereby acknowledged, I, the said assignor, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over to said assignee, the entire right, title and interest in and to said inventions or improvements and said provisional patent application and any and all continuations, divisions and renewals of and substitutes for said provisional patent application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in the United States and any and all other countries, and any reissue or reissues or extension or extensions of said Letters Patent, and assign to and authorize said assignee, to file in my name applications for Letters Patent in all countries, the same to be held and enjoyed by said assignee, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by us had this assignment, sale and transfer not been made.

AND we hereby covenant that we have full right to convey the entire interest herein assigned, and that we have not executed and will not execute any agreement in conflict herewith, and we further covenant and agree that we will each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said inventions or improvements, said provisional patent application and said Letters Patent to said assignee, its successors, assigns, nominees, or legal representatives, and each of us agrees to communicate to said assignee or to its nominee all known facts respecting said inventions or improvements, said application and said Letters Patent, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers and divisional, continuing, reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid said assignee, its successors, assigns, nominees and legal representatives to obtain and enforce for its

DOCKET NO.: 108430.053
Serial No. 60/759,948
Assignment to Akron, Inc

or their own benefit proper patent protection for said inventions or improvements in any and all countries.

AND we hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue to said assignee, as assignee of the entire right, title and interest, any and all Letters Patent for said inventions or improvements, including any and all Letters Patent of the United States which may be issued and granted on or as a result of the provisional patent application aforesaid, in accordance with the terms of this assignment.

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

Date

Hanjoo Lee

May 8, 2006
Date

Zhi (Lewis) Liu
Zhi (Lewis) Liu

DOCKET NO.: 108430.053
Serial No. 60/759,948
Assignment to Akrlon, Inc

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IN WITNESS WHEREOF, we have hereunto set our hands and seals.

May 8, 2006
Date


Hanjoo Lee

Date

Zhi (Lewis) Liu

PATENT
Joint Inventors

ASSIGNMENT

WHEREAS, we, **Zhi (Lewis) Liu, Hanjoo Lee, and Ismail Kashkoush**, hereinafter referred to as the assignors, residing, respectively, at **137 Agnew Road, Paoli, PA 19301; 463-785 SangRok Macul Life Apartment 108 dong 805 ho Gyunggi-Do, Seongnam-Shi, Bundang-Gu, Jeongja-Dong, Korea; and 5919 Ricky Ridge Trail, Orefield, PA 18069** are the inventors of certain inventions or improvements for which we have made an application for Letters Patent to the United States, identified as U.S. Provisional Patent Application Serial No. **60/839,487**, filed **August 23, 2006** entitled **SYSTEM AND METHOD FOR DRYING A ROTATING SUBSTRATE** and

WHEREAS, **Akrion, Inc.** a Delaware corporation, hereinafter referred to as the assignee, of **6330 Hedgewood Drive, #150, Allentown, PA 18106** is desirous of acquiring the entire right, title and interest in and to the said inventions or improvements and in and to the said provisional patent application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in any and all countries and including all applications that claim priority to and/or the benefit of said provisional patent applications

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) to us in hand paid by said assignee, and other good and valuable consideration, the receipt of which is hereby acknowledged, I, the said assignor, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over to said assignee, the entire right, title and interest in and to said inventions or improvements and said provisional patent application and any and all continuations, divisions and renewals of and substitutes for said provisional patent application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in the United States and any and all other countries, and any reissue or reissues or extension or extensions of said Letters Patent, and assign to and authorize said assignee, to file in my name applications for Letters Patent in all countries, the same to be held and enjoyed by said assignee, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by us had this assignment, sale and transfer not been made.

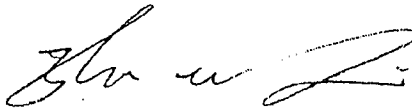
AND we hereby covenant that we have full right to convey the entire interest herein assigned, and that we have not executed and will not execute any agreement in conflict herewith, and we further covenant and agree that we will each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said inventions or improvements, said provisional patent application and said Letters Patent to said assignee, its successors, assigns, nominees, or legal representatives, and each of us agrees to communicate to said assignee or to its nominee all known facts respecting said inventions or improvements, said application and said Letters Patent, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers and divisional, continuing, reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid said

assignee, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit proper patent protection for said inventions or improvements in any and all countries.

AND we hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue to said assignee, as assignee of the entire right, title and interest, any and all Letters Patent for said inventions or improvements, including any and all Letters Patent of the United States which may be issued and granted on or as a result of the provisional patent application aforesaid, in accordance with the terms of this assignment.

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

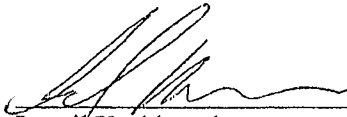
9/27/06
Date


Zhi (Lewis) Liu

Date

Hanjoo Lee

9/28/06
Date


Ismail Kashkoush

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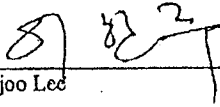
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IN WITNESS WHEREOF, we have hereunto set our hands and seals.

Date

Zhi (Lewis) Liu

Sep 26, 2006
Date



Hanjoo Lee

Date

Ismail Kashkoush

PATENT ASSIGNMENT

This PATENT ASSIGNMENT (this "Patent Assignment") is made by PNC Bank, National Association ("PNC"), BHC Interim Funding II, L.P. ("BIIC") Akrion, Inc. ("Akrion"), Goldfinger Technologies, LLC ("Goldfinger"), Akrion Technologies, Inc. ("ATI") and SCP Services, Inc. (f/k/a Akrion SCP Acquisition Corp.) ("SCP") (PNC, BHC, Akrion, Goldfinger, ATI and SCP, collectively, "Assignor") to Wafer Holdings, Inc., a Delaware corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Foreclosure and Sale Agreement, dated as of September 26, 2008, (the "Sale Agreement");

WHEREAS, the certain patents and patent applications listed in Exhibit A attached hereto, together with any patents issuing in respect of any such patent applications and together with any continuations, continuations-in-part, reissues, divisionals and renewals of any such patents and patent applications shall be collectively referred to herein as the "Assigned Patents";

WHEREAS, pursuant to that certain Revolving Credit and Security Agreement dated August 5, 2005 (as amended, the "Revolving Credit Agreement") among Akrion, Goldfinger and SCP, as borrowers (the "Revolving Borrowers"), ATI, as guarantor (collectively, the Revolving Borrowers and ATI are referred to herein as the "Credit Parties"), the lenders party thereto (the "Revolving Lenders") and PNC, as agent for the Revolving Lenders (in such capacity, the "Revolving Agent"), and that certain Export-Import Revolving Credit and Security Agreement dated August 5, 2005 (as amended, the "Ex-Im Revolving Credit Agreement" and, together with the Revolving Credit Agreement, the "PNC Credit Agreements") among the Revolving Borrowers, as borrowers, ATI, as guarantor, the Revolving Lenders and the Agent, 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"), the Revolving Agent and the Revolving Lenders made loans and other financial accommodations to or for the benefit of the Credit Parties (all such loans and other financial accommodations being herein referred to collectively as the "Revolving Loans"). The Revolving Loans and all other liabilities and obligations of the Credit Parties to the Revolving Agent and the Revolving Lenders under the Revolving Loan Documents, howsoever created, arising or evidenced (collectively, the "PNC Obligations"), are secured by a first priority, perfected lien on and security interest in substantially all of the Credit Parties' assets in favor of Revolving Agent, and a junior perfected lien on and security interest in certain equipment of the Credit Parties, (in each case for the benefit of itself and the Revolving Lenders) subject and subordinate only to certain liens and security interests of BHC as more fully set forth in the Intercreditor Agreement;

WHEREAS, pursuant to that certain Term Loan and Security Agreement dated July 5, 2006 (as amended, the "BHC Credit Agreement" and, together with the PNC Credit Agreements, the "Credit Agreements"), among Akrion, as borrower, and BHC, as lender, as well as certain other documents, instruments and agreements executed pursuant thereto or in

connection therewith (together with the BHC Credit Agreement, the "BHC Loan Documents") and, together with the PNC Loan Documents, the "Loan Documents"), BHC made loans and other financial accommodations to or for the benefit of Akrion, and Goldfinger, ATI and SCP in their capacities as subsidiary guarantors (all such loans and other financial accommodations being herein referred to collectively as the "Term Loans"). The Term Loans and all other liabilities and obligations of the Credit Parties to BHC under the BHC Loan Documents, howsoever created, arising or evidenced (collectively, the "BHC Obligations" and, together with the PNC Obligations, the "Obligations"), are secured by a first priority, perfected lien on and security interest in substantially all of the Credit Parties' assets in favor of BHC, subject and subordinate only to certain liens and security interests granted to the Revolving Agent as more fully set forth in the Intercreditor Agreement dated July 5, 2006 (as amended, the "Intercreditor Agreement") between PNC and BHC, and a first priority, perfected lien on and security interest in certain equipment of the Credit Parties;

WHEREAS, as a result of numerous continuing defaults in respect of the Obligations under the Credit Agreements, Revolving Agent, Revolving Lenders and BHC have determined that they are entitled under Sections 9-610 et seq. of the Uniform Commercial Code applicable Uniform Commercial Code (the "UCC"), the Loan Documents and other applicable law to, among other things, sell and transfer to any person or entity for value all of the Credit Parties' right, title and interest in and to any or all of the personal property subject to Revolving Agent's and BHC's security interest (such assets are collectively referred to herein as the "Encumbered Assets"), including the Assigned Patents, in one or more foreclosure sales;

WHEREAS, based on the foregoing, Assignor desires to sell, transfer and assign to Assignee, and Assignee desires to acquire from Assignor for value in a private foreclosure sale pursuant to the UCC and on the terms and conditions set forth herein and in the Sale Agreement, all of the Assignor's right, title and interest in and to the Assigned Patents; and

WHEREAS, Assignee and Assignor are desirous of executing a document regarding the assignment of the Assigned Patents suitable for recordation with the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, sell and transfer to Assignee all of the right, title and interest in and to the Assigned Patents including, but not limited to, all benefits, privileges, causes of action, and remedies relating to such Assigned Patents, including, without limitation, the exclusive rights to (a) apply for and maintain all registrations, renewals and/or extensions thereof, (b) bring actions for past, present and future infringement thereof, and (c) grant licenses or other interests therein. Assignee accepts such assignment, and assumes (and shall pay, perform and discharge when due) all obligations with respect to such Assigned Patents from and after the date of this Patent Assignment. To the extent there is any conflict between the terms and conditions of this Patent Assignment and the terms and conditions of the Sale Agreement, the terms and conditions of the Sale Agreement shall control.

IN WITNESS WHEREOF, Assignor has caused this Patent Assignment to be executed by its duly authorized representative.

ASSIGNOR:

PNC BANK, NATIONAL ASSOCIATION

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

BHC INTERIM FUNDING II, L.P.

By: _____
Name: _____
Its: _____

AKRION, INC.

By: _____
Name: _____
Its: _____

GOLDFINGER TECHNOLOGIES, LLC

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, Assignor has caused this Patent Assignment to be executed by its duly authorized representative.

ASSIGNOR:

PNC BANK, NATIONAL ASSOCIATION

By: _____

Name: _____

Its: _____

BHC INTERIM FUNDING II, L.P.

By: Gerald Houghton

Name: G.H. Houghton

Its: Managewij Partners

AKRION, INC.

By: _____

Name: _____

Its: _____

GOLDFINGER TECHNOLOGIES, LLC

By: _____

Name: _____

Its: _____

IN WITNESS WHEREOF, Assignor has caused this Patent Assignment to be executed by its duly authorized representative.

ASSIGNOR:

PNC BANK, NATIONAL ASSOCIATION

By: _____

Name: _____

Its: _____

BHC INTERIM FUNDING II, L.P.

By: _____

Name: _____

Its: _____

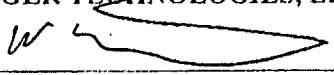
AKRION, INC.

By:  _____

Name: W. James Whittle

Its: Authorized Signatory

GOLDFINGER TECHNOLOGIES, LLC

By:  _____

Name: W. James Whittle

Its: Authorized Signatory

AKRION TECHNOLOGIES, INC.

By: W [Signature]

Name: W. James Whittle

Its: Authorized Signatory

SCP SERVICES, INC.

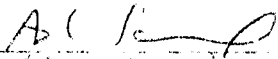
By: W [Signature]

Name: W. James Whittle

Its: Authorized Signatory

ACKNOWLEDGED BY:
ASSIGNEE:

WAFER HOLDINGS, INC.

By: 
Name: Adam Schmitt
Title: Authorized Signatory

Date: 9/26/08

Exhibit A
Assigned Patents

PATENTS

Title	Country	Application Number	Application Date	Issue Date	Patent Number
Acoustic Energy System, Method Apparatus for Processing Flat Articles	US	11/625,556	1/22/2007		
Acoustic Generating Device	US	61/034,142	3/5/2008		
Apparatus and Method for Cleaning and Drying a Hydrophobic Surface of a Substrate	US	11/755,619	5/30/2007		
Apparatus and Method for the Cleaning of Substrates	US	10/111,332	4/18/2002	11/16/2004	6,817,369
Apparatus and Method for Transmitting Energy Through a Non-Reactive Transmitter Bonded to a Transducer and Use of the Same to Process Substrates	US	11/625,651	1/22/2007		
Apparatus and Method of Measuring Acoustical Energy Applied to a Substrate	US	11/837,292	8/10/2007		
Apparatus and Methods for Vapor Generation System	US	10/098,847	3/15/2002	4/20/2004	6,722,056
Apparatus for Processing Substrates in a Fluid Tank	US	09/171,757	10/23/1998	11/14/2000	6,145,520
Apparatus, System and Method for Processing a Substrate that Prohibits Air Flow Containing Contaminants and/or Residues from Depositing on the Substrate	US	11/777,256	7/12/2007		
Capillary Drying of Substrates	US	10/358,636	2/5/2003	6/21/2005	6,907,890
Centrifugal Wafer Processor	US	90/002,139	9/14/1990	1/21/1992	B1 4,571,850
Chemical Concentration Control Device	US	10/117,725	4/5/2002	7/27/2004	6,766,818
Cleaning and Drying Method and Apparatus	US	10/091,011	3/4/2002	1/4/2005	6,837,944
Compliant Silicon Wafer Handling System	US	08/825,883	4/2/1997	9/11/2001	6,286,688
Device and Method for Processing Substrates	US	09/869,213	9/22/2001	10/19/2004	6,805,754
Device and Method for the Treatment of Substrates in a Fluid Container	US	09/367,683	12/31/1999	11/18/2003	6,647,641
Device and Method for the Treating Substrates in a Fluid Container	US	08/862,890	5/23/1997	9/21/1999	5,954,068
Device for Chemical Wet Treatment	US	08/875,408	7/31/1997	5/11/1999	5,902,402
Device for Treating Substrates in a Fluid Container	US	08/761,717	12/6/1996	6/5/2001	6,240,938
Device for Wet-Treatment of Substrates	US	09/171,271	6/22/1999	8/7/2001	6,269,822
Dump Door	US	10/085,565	2/26/2002	1/18/2005	6,843,859
Facility for Treating Objects in a Process Tank	US	09/068,618	7/7/1998	2/25/2003	6,523,552
Industrial Robot Safety Device That Shuts Down Operation in Response to Variation in Tension of a Rope	US	08/851,668	5/6/1997	9/15/1998	5,807,408
Low Profile Wafer Carrier	US	10/053,449	1/17/2002	3/29/2005	6,871,657
Megasonic Cleaner and Dryer System	US	10/171,430	6/12/2002	8/16/2005	6,928,751
Megasonic Cleaner and Dryer	US	10/171,429	6/12/2002	8/2/2005	6,923,192
Megasonic Cleaner and Dryer	US	10/171,426	6/12/2002	6/29/2004	6,754,980

Title	Country	Application Number	Application Date	Issue Date	Patent Number
Megasonic Cleaner and Dryer	US	10/864,927	6/10/2002	9/5/2006	7,100,304
Megasonic Cleaner Probe System with Gasified Fluid	US	09/906,384	7/16/2001	2/3/2004	6,684,890
Megasonic Cleaner Probe System with Gasified Fluid	US	10/742,214	12/19/2003	5/23/2006	7,047,989
Megasonic Cleaner Probe System with Gasified Fluid	US	10/864,929	6/10/2004	1/2/2007	7,156,111
Megasonic Cleaner Probe System with Gasified Fluid	US	11/595,029	11/9/2006		
Megasonic Cleaner System With Buffered Cavitation Method	US	10/341,425	1/10/2003	9/12/2006	7,104,268
Megasonic Cleaning System	US	08,277,792	7/20/1994	4/29/1997	5,625,249
Megasonic Cleaning System	US	07/791,094	11/12/1991	9/28/1993	5,247,954
Megasonic Probe Energy Attenuator	US	09/922,509	8/3/2001	1/20/2004	6,679,272
Megasonic Probe Energy Attenuator	US	10/760,596	1/20/2004	5/17/2005	6,892,738
Megasonic Probe Energy Director	US	10/059,682	1/29/2002	10/30/2007	7,287,537
Megasonic Probe Energy Director	US	11/873,750	10/17/2007		
Megasonic Transducer Assembly	US	08/042,889	4/5/1993	11/22/1994	5,365,960
Megazone System	US	10/117,768	4/5/2002	3/18/2003	6,532,974
Megazone System	US	10/304,583	11/25/2002	9/30/2003	6,626,189
Membrane Dryer	US	10/117/739	4/5/2002	1/18/2005	6,842,998
Membrane Dryer	US	10/951/009	9/27/2004	8/16/2005	6,928,750
Method and Apparatus for Drying Semiconductor Wafers	US	08/275,807	7/15/1994	9/17/1996	5,556,479
Method and Apparatus for Treating Substrates	US	09/600,084	6/30/2000	8/19/2003	6,607,604
Method and System for Chemical Injection in Silicon Wafer Processing	US	10/053,364	1/18/2002	7/27/2004	6,767,877
Method and System for Processing a Substrate Using a Composite Transmitter	US	60/985,947	11/6/2007		
Method and Systems for Determining Chemical Concentrations and Controlling the Processing of Semiconductor Substrates	US	09/257,488	2/25/1999	7/17/2001	6,261,845
Method for Cavitation Measurement	US	61/031,845	2/27/2008		
Method for Post-CMP Advanced Front End of Line Cleaning	US	12/070,620	2/19/2008		
Methods for Treating Semiconductor Wafers	US	09/096,898	6/12/1998	10/26/1999	5,972,123
Nextigen Wet Process Tank	US	10/117,778	4/5/2002	1/11/2005	6,840,250
Nozzel for Use in the Megasonic Cleaning of Substrates	US	11/781,835	7/23/2007		
Process and Apparatus for Removal of Photoresist from Semiconductor Wafers Using Spray Nozzles	US	10/366,054	2/13/2003	11/16/2004	6,818,563
Process for Etching Oxide Films in a Sealed Photochemical Reactor	US	07/876,043	4/30/1992	8/10/1993	5,234,540
Process Sequence for Photoresist Stripping and Cleaning of Photomasks for Integrated Circuit Manufacturing	US	10/909,764	8/2/2004	1/30/2007	7,169,253
Process Sequence for Photoresist Stripping and Cleaning of Photomasks for Integrated Circuit Manufacturing	US	11/649,535	1/4/2007		

Title	Country	Application Number	Application Date	Issue Date	Patent Number
Reciprocating Megasonic Probe	US	10/140,029	5/6/2002	3/6/2007	7,185,661
Reciprocating Megasonic Probe	US	11/640,718	12/18/2006		
Semiconductor Wafer Cleaning System	US	08/361,139	12/21/1994	8/12/1997	5,656,097
Semiconductor Wafer Cleaning System	US	08/908,330	8/7/1997	6/1/1999	5,908,509
Semiconductor Wafer Cleaning System	US	08/908,345	8/7/1997	12/7/1999	5,996,595
Semiconductor Wafer Cleaning System	US	08/910,033	8/11/1997	9/14/1999	5,950,645
Semiconductor Wafer Cleaning System	US	09/694,938	10/23/2000	4/30/2002	6,378,534
Single Chamber Megasonic Energy Center	US	07/598,909	10/16/1990	9/22/1992	5,148,823
Single Wafer Megasonic Semiconductor Wafer Processing System	US	07/598,426	10/16/1990	2/25/1992	5,090,432
Single Wafer Megasonic Semiconductor Wafer Processing System	US	07/809,799	12/18/1991	2/15/1994	5,286,657
Spray Jet Cleaning Apparatus and Method	US	11/745,866	5/8/2007		
Substrate Process Tank with Acoustical Source Transmission and Method of Processing Substrate	US	10/699,042	10/31/2003	10/18/2005	6,955,727
Substrate Processing Device	US	09/308,850	5/24/1999	2/20/2001	6,189,552
System and Method for Drying a Rotating Substrate	US	11/624,445	1/18/2007		
System and Method for Point-of-Use Filtration and Purification of Fluids Used in Substrate Processing	US	10/895,511	7/20/2004	12/25/2007	7,311,847
System and Method for Processing a Substrate Utilizing a Gas Stream for Particle Removal	US	11/841,427	8/20/2007		
System and Method for Selective Etching a Silicon Nitride During Substrate Processing	US	10/585,229	4/20/2007		
System and Method of Cleaning Substrates Using a Subambient Process Solution	US	11/544,802	10/6/2006		
System and Method of Determining the Operating Frequency at Which to power a Transducer	US	12/059,602	3/31/2008		
System and Method of Processing Substrates Using Sonic Energy Having Cavitation Control	US	11/454,447	6/15/2006		
System for Removal of Photoresist Using Sparger	US	10/052,823	1/17/2002	11/18/2003	6,649,018
System for Removal of Photoresist Using Sparger	US	10/634,440	8/5/2003	3/8/2005	6,863,836
Transducer Assembly Incorporating a Transmitter Having Through Holes, and Method and System for Cleaning a Substrate Utilizing the Same	US	11/777,252	7/12/2007		
Vapor Drying System and Method	US	09/227,637	1/8/1999	12/11/2001	6,328,809
Vapor Jet Dryer Apparatus and Method	US	07/837,221	2/18/1992	7/13/1993	5,226,242
Wafer Cleaning System	US	08/724,518	9/30/1996	3/21/2000	6,039,059
Wafer Cleaning System	US	09/057,182	4/8/1998	10/31/2000	6,140,744

Title	Country	Application Number	Application Date	Issue Date	Patent Number
Wafer Cleaning System	US	09/643,328	8/22/2000	10/2/2001	6,140,744
Wafer Cleaning System	US	09/953,504	9/13/2001	10/15/2002	6,463,938
Wafer Cleaning System	US	10/243,463	9/12/2002	1/27/2004	6,681,782
Wafer Cleaning System	US	10/243,486	9/12/2002	2/3/2004	6,684,891
Wafer Cleaning System	US	10/726,774	12/3/2003	10/10/2006	7,117,876
Wafer Cleaning System	US	11/375,907	3/15/2006	9/11/2007	7,268,469
Wafer Cleaning System	US	11/386,634	3/22/2006	5/1/2007	7,211,932
Wafer Cleaning System	US	11/839,885	8/16/2007		
Wet Processing Methods for the Manufacture of Electronic Components Using Liquids of Varying Temperature	US	09/324,813	6/21/1999		

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.

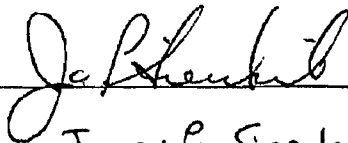
On or after the date hereof, Revolving Agent will from time to time at the Buyer's reasonable request, execute and deliver such further instruments and take or cause to be taken such other action to carry out the effect, intent and purpose of the conveyance, assignment and transfer to the Buyer hereunder 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 to 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);

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- (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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