

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3233266

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| SUBMISSION TYPE: | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | ASSIGNMENT | |
| CONVEYING PARTY DATA | | |
| | Name | Execution Date |
| | TRIKON TECHNOLOGIES, INC. | 10/16/2009 |
| RECEIVING PARTY DATA | | |
| Name: | SPP PROCESS TECHNOLOGY SYSTEMS UK LIMITED | |
| Street Address: | C/O SURFACE TECHNOLOGY SYSTEMS PLC | |
| Internal Address: | IMPERIAL PARK | |
| City: | NEWPORT WALES | |
| State/Country: | GREAT BRITAIN | |
| Postal Code: | NP10 8UJ | |
| PROPERTY NUMBERS Total: 5 | | |
| | Property Type | Number |
| | Patent Number: | 5091049 |
| | Patent Number: | 4990229 |
| | Patent Number: | 5122251 |
| | Patent Number: | 5429070 |
| | Patent Number: | 6110395 |
| CORRESPONDENCE DATA | | |
| Fax Number: | (571)283-0740 | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | | |
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| Email: | aloomis@volentine.com | |
| Correspondent Name: | VOLENTINE & WHITT, PLLC | |
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| ATTORNEY DOCKET NUMBER: | WLJ.TTI_SPP | |
| NAME OF SUBMITTER: | ADAM C. VOLENTINE | |
| SIGNATURE: | /ADAM C. VOLENTINE/ | |
| DATE SIGNED: | 02/19/2015 | |
| Total Attachments: 162 | | |

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Dated October 16, 2009

AVIZA, INC.

AVIZA TECHNOLOGY, INC.

TRIKON TECHNOLOGIES, INC.

AVIZA TECHNOLOGY INTERNATIONAL, INC.

and

SPP PROCESS TECHNOLOGY SYSTEMS UK LIMITED

INTELLECTUAL PROPERTY RIGHTS
ASSIGNMENT AND LICENCE

ADDLESHAW GODDARD

This Agreement is made on

October 16, 2009

Between

- (1) **Aviza, Inc.**, a Delaware corporation;
 - (2) **Aviza Technology, Inc.**, a Delaware corporation;
 - (3) **Trikon Technologies, Inc.**, a Delaware corporation;
 - (4) **Aviza Technology International, Inc.**, a Delaware corporation;
- (each an **Assignor** and collectively the **Assignors**); and
- (5) **SPP Process Technology Systems UK Limited** a company registered in England and Wales under company number 7037852 with its registered office at c/o Surface Technology Systems plc, Imperial Park, Newport Wales, NP10 8UU (**the Assignee**).

Whereas

- (A) Pursuant to an asset purchase agreement dated 13 August 2009 (**Global APA**), the Assignors (together with Aviza Technology Limited) agreed to sell to Sumitomo Precision Products Co., Ltd. (a company organised under the laws of Japan) certain businesses operated by the Assignors and assets relating thereto, including certain intellectual property rights used in those businesses. Under clause 13.9 of the Global APA, Sumitomo Precision Products Co., Ltd. was entitled to assign all or any of its rights under the Global APA to its group companies. The Assignee is such a group company.
- (B) Each Assignor has therefore agreed to enter into this Agreement to effect the transfer to the Assignee of its right, title and interest in and to the Assigned Intellectual Property, and to license to the Assignee the Licensed Intellectual Property, in each case upon the terms of this Agreement.

It is agreed

1 Definitions

1.1 In this Agreement (and its Recitals):

Acquired Businesses shall have the meaning given to it in the Global APA

Assigned Intellectual Property means all Intellectual Property, other than the Specific Intellectual Property, owned by the Assignors (or any of them) that is used or held for use primarily in all or any of the Acquired Businesses

Assigned Rights means the rights to be assigned to the Assignee pursuant to clause 2

Closing Date shall have the meaning given to it in the Global APA

Global APA shall have the meaning set forth in the recitals to this Agreement

Intellectual Property means any and all (i) trade names, trademarks, service marks and all registrations and applications for any of the foregoing; (ii) goodwill associated with the foregoing; (iii) works of authorship, including mask works and software, all copyrights related thereto and all registrations and applications therefor; (iv) inventions, improvements,

formulations, discoveries, designs and industrial models, and all United States and foreign patent rights covering or related thereto, all registrations and applications therefor, and all reissues, divisions, continuations-in-part, re-examinations and extensions of such patents and patent applications, and (v) unregistered intellectual property, including know-how, trade secrets, processes, technology, discoveries, unpatented inventions and designs, formulae, procedures and other intellectual property, documentation relating to any of the foregoing, and the right to apply for patent, design or other protection therefor anywhere in the world

Licensed Intellectual Property means all Intellectual Property owned by the Assignors (or any of them) that is used or held for use in all or any of the Acquired Businesses, but that is not Assigned Intellectual Property because it is not "primarily" used or held for use in connection therewith

Specific Intellectual Property means the patents, patent applications, registered trade marks, trade mark applications and registered copyright listed and described in Schedule 2.1(b) and Schedule 2.1(l) to the Global APA and assigned to the Assignee on or about the date hereof under a separate assignment agreement

- 1.2 The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "included," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the phrase "without limitation," and the included items shall be subject to the provision in which they appear whether or not they are within the scope of the preceding more general term(s).

2 Assignment

- 2.1 In consideration of the mutual covenants and benefits set out in the Global APA, and with effect on and from the Closing Date, each Assignor hereby assigns to the Assignee all that Assignor's right, title and interest in and to the Assigned Intellectual Property, in each case:

- (a) free from any lien, charge or encumbrance and to hold unto the Assignee absolutely,
- (b) including the right to sue for damages and other remedies in respect of any past, current and/or future infringement or misappropriation of the Assigned Intellectual Property and to retain any damages and other relief obtained as a result of any such action; and
- (c) including all statutory and common law rights attaching thereto and including the right to apply for, prosecute and obtain registered protection throughout the world with respect to the Assigned Intellectual Property with the intent that such protection shall be in the name of and shall vest in the Assignee absolutely.

3 Licence

Each Assignor hereby grants to the Assignee a non-exclusive, worldwide, irrevocable, perpetual, freely transferable and sub-licensable, royalty-free license under and to all Licensed Intellectual Property, to permit the Acquired Businesses to make, have made, use, have used, import, export, offer to sell and sell products and services.

4 Further Assurance

- 4.1 If the validity or ownership of the Assigned Rights, and/or any registrations granted pursuant to the Assigned Rights, are challenged on any point upon which any Assignor has or could

obtain information or could give advice which may assist in defeating or reducing the effect of such challenge, such Assignor shall supply or procure the supply of such information and/or advice without unreasonable delay.

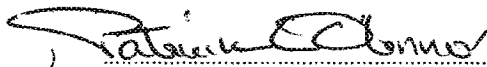
- 4.2 At the request of the Assignee, each Assignor shall execute all documents and do all acts and things as may be necessary or proper to enable the Assignee to become registered as proprietor of the Assigned Rights at any relevant registry, to confer on the Assignee all rights of action in respect of any claim for infringement or passing off of any kind by any third party with respect thereto and to otherwise enable the Assignee to obtain the full benefit of the rights hereby assigned.

5 General

- 5.1 **Execution:** This Agreement may be executed in one or more counterparts each of which shall for all purposes be deemed to be an original and all of which shall constitute one and the same instrument.
- 5.2 **Governing law and jurisdiction:** Section 13.6 of the Global APA, which deals with governing law, consent to jurisdiction and venue, and service of process, and the other sections of and definitions within the Global APA to which Section 13.6 refers, shall apply to this Agreement *mutatis mutandis*, and, for the avoidance of doubt, the addresses for service of notice referred to in Section 13.6 shall be, for any Assignor, the addresses stated for Seller Parties in Section 13.1 of the Global APA, and for the Assignee, the addresses stated for the Buyer in Section 13.1 of the Global APA.
- 5.3 **Severability:** The parties intend each provision of this Agreement to be severable and distinct from the others. If a provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, the parties intend that the legality, validity and enforceability of the remainder of this Agreement shall not be affected.

Signed by the parties or their duly authorised representatives on the date of this Agreement.

Signed for and on behalf of
Aviza, Inc. by a duly authorised signatory



)
) Patrick C. O'Connor
) Chief Financial Officer

Signature Page to Intellectual Property Rights Assignment and Licence between Aviza, Inc. (and others) and SPP Process
Technology Systems UK Limited

Signed for and on behalf of

Aviza Technology, Inc. by a duly authorised
signatory

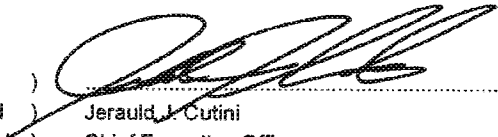


Patrick C. O'Connor
Chief Financial Officer

Signature Page to Intellectual Property Rights Assignment and Licence between Aviza, Inc. (and others) and SPP Process
Technology Systems UK Limited

Signed for and on behalf of

Trikon Technologies, Inc. by a duly authorised
signatory

) 
) Jerauld J. Cutini
) Chief Executive Officer

Signature Page to Intellectual Property Rights Assignment and Licence between Aviza, Inc. (and others) and SPP Process
Technology Systems UK Limited

Signed for and on behalf of


Aviza Technology International, Inc. by a duly
authorised signatory

) 
)
) Jerault J. Cutini
) Chief Executive Officer

Signature Page to Intellectual Property Rights Assignment and Licence between Aviza, Inc. (and others) and SPP Process
Technology Systems UK Limited

Signed for and on behalf of SPP Process
Technology Systems UK Limited by a duly
authorised signatory

)
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.....
Richard Kees, Director
.....

Dated October 16, 2009

AVIZA TECHNOLOGY SAS

AVIZA TECHNOLOGY KOREA CO., LTD

AVIZA TECHNOLOGY SDN. BHD.

AVIZA TECHNOLOGY PTE. LTD.

AVIZA TECHNOLOGY K.K.

and

SPP PROCESS TECHNOLOGY SYSTEMS UK LIMITED

INTELLECTUAL PROPERTY RIGHTS
ASSIGNMENT AND LICENCE

ADDLESHAW GODDARD

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This Agreement is made on

October 16, 2009

Between

- (1) **Aviza Technology SAS**, a company organized under the laws of France;
 - (2) **Aviza Technology Korea Co., Ltd.**, a company organized under the laws of Korea;
 - (3) **Aviza Technology Sdn. Bhd.** (627540-P), a company organized under the laws of Malaysia;
 - (4) **Aviza Technology Pte. Ltd.**, a company organized under the laws of Singapore;
 - (5) **Aviza Technology K.K.**, a company organized under the laws of Japan,
- (each an **Assignor** and collectively the **Assignors**); and
- (6) **SPP Process Technology Systems UK Limited** a company registered in England and Wales under company number 7037852 with its registered office at c/o Surface Technology Systems plc, Imperial Park, Newport Wales, NP10 8UJ (**the Assignee**).

Whereas

- (A) Pursuant to an asset purchase agreement dated 13 August 2009 (**Global APA**), Aviza Technology, Inc., and others (**the Sellers**) agreed to sell to Sumitomo Precision Products Co., Ltd. (a company organised under the laws of Japan) (**SPP**) certain businesses operated by the Sellers, and assets relating thereto, including certain intellectual property rights used in those businesses. The Assignee is a group company of SPP.
- (B) Each Assignor has entered or will enter into purchase and sale agreements (**Subsidiary Purchase Agreements**) pursuant to which, on the terms and subject to the conditions set forth therein, such Assignor will sell all of their right, title and interest in and to certain assets that are held by them and related to the businesses referred to above, including certain intellectual property rights used in those businesses.
- (C) Each Assignor has therefore agreed to enter into this Agreement to effect the transfer to the Assignee of its right, title and interest in and to the Assigned Intellectual Property, and to license to the Assignee the Licensed Intellectual Property, in each case upon the terms of this Agreement.

It is agreed

1 Definitions

1.1 In this Agreement (and its Recitals):

Acquired Businesses shall have the meaning given to it in the Global APA

Assigned Intellectual Property means all Intellectual Property, other than the Specific Intellectual Property, owned by the Assignors (or any of them) that is used or held for use primarily in all or any of the Acquired Businesses

Assigned Rights means the rights to be assigned to the Assignee pursuant to clause 2

Closing Date shall have the meaning given to it in the Global APA

Global APA shall have the meaning set forth in the recitals to this Agreement

Intellectual Property means any and all (i) trade names, trademarks, service marks and all registrations and applications for any of the foregoing; (ii) goodwill associated with the foregoing; (iii) works of authorship, including mask works and software, all copyrights related thereto and all registrations and applications therefor; (iv) inventions, improvements, formulations, discoveries, designs and industrial models, and all United States and foreign patent rights covering or related thereto, all registrations and applications therefor, and all reissues, divisions, continuations-in-part, re-examinations and extensions of such patents and patent applications, and (v) unregistered intellectual property, including know-how, trade secrets, processes, technology, discoveries, unpatented inventions and designs, formulae, procedures and other intellectual property, documentation relating to any of the foregoing, and the right to apply for patent, design or other protection therefor anywhere in the world

Licensed Intellectual Property means all Intellectual Property owned by the Assignors (or any of them) that is used or held for use in all or any of the Acquired Businesses, but that is not Assigned Intellectual Property because it is not "primarily" used or held for use in connection therewith

Specific Intellectual Property means the patents, patent applications, registered trade marks, trade mark applications and registered copyright listed and described in Schedule 2.1(b) and Schedule 2.1(i) to the Global APA and assigned to the Assignee on or about the date hereof under a separate assignment agreement

Subsidiary Purchase Agreements shall have the meaning set forth in the recitals to this Agreement

- 1.2 The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "included," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the phrase "without limitation," and the included items shall be subject to the provision in which they appear whether or not they are within the scope of the preceding more general term(s).

2 Assignment

- 2.1 In consideration of the mutual covenants and benefits set out in the relevant Subsidiary Purchase Agreement, and with effect on and from the Closing Date, each Assignor hereby assigns to the Assignee all that Assignor's right, title and interest in and to the Assigned Intellectual Property, in each case:

- (a) free from any lien, charge or encumbrance and to hold unto the Assignee absolutely,
- (b) including the right to sue for damages and other remedies in respect of any past, current and/or future infringement or misappropriation of the Assigned Intellectual Property and to retain any damages and other relief obtained as a result of any such action; and
- (c) including all statutory and common law rights attaching thereto and including the right to apply for, prosecute and obtain registered protection throughout the world with respect to the Assigned Intellectual Property with the intent that such protection shall be in the name of and shall vest in the Assignee absolutely.

3 **Licence**

Each Assignor hereby grants to the Assignee a non-exclusive, worldwide, irrevocable, perpetual, freely transferable and sub-licensable, royalty-free license under and to all Licensed Intellectual Property, to permit the Acquired Businesses to make, have made, use, have used, import, export, offer to sell and sell products and services.

4 **Further Assurance**


- 4.1 If the validity or ownership of the Assigned Rights, and/or any registrations granted pursuant to the Assigned Rights, are challenged on any point upon which any Assignor has or could obtain information or could give advice which may assist in defeating or reducing the effect of such challenge, such Assignor shall supply or procure the supply of such information and/or advice without unreasonable delay.
- 4.2 At the request of the Assignee, each Assignor shall execute all documents and do all acts and things as may be necessary or proper to enable the Assignee to become registered as proprietor of the Assigned Rights at any relevant registry, to confer on the Assignee all rights of action in respect of any claim for infringement or passing off of any kind by any third party with respect thereto and to otherwise enable the Assignee to obtain the full benefit of the rights hereby assigned.

5 **General**

- 5.1 **Execution:** This Agreement may be executed in one or more counterparts each of which shall for all purposes be deemed to be an original and all of which shall constitute one and the same instrument.
- 5.2 **Governing law and jurisdiction:** Section 13.6 of the Global APA, which deals with governing law, consent to jurisdiction and venue, and service of process, and the other sections of and definitions within the Global APA to which Section 13.6 refers, shall apply to this Agreement *mutatis mutandis*, and, for the avoidance of doubt, the addresses for service of notice referred to in Section 13.6 shall be, for any Assignor, the addresses stated for Seller Parties in Section 13.1 of the Global APA, and for the Assignee, the addresses stated for the Buyer in Section 13.1 of the Global APA.
- 5.3 **Severability:** The parties intend each provision of this Agreement to be severable and distinct from the others. If a provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, the parties intend that the legality, validity and enforceability of the remainder of this Agreement shall not be affected.

Signed by the parties or their duly authorised representatives on the date of this Agreement.

Signed for and on behalf of
Aviza Technology SAS by a duly authorised
signatory

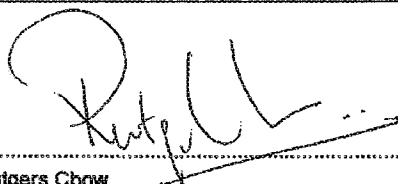
) 
) _____
) Andrew J. Noakes
)

Signature Page to Intellectual Property Rights Assignment and Licence between Aviza Technology S.A.S., inc. (and others)
and SPP Process Technology Systems UK Limited

Signed for and on behalf of
Aviza Technology Korea Co., Ltd. by a duly
authorised signatory

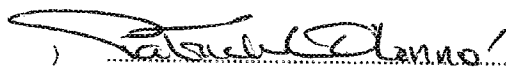
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Rutgers Chow

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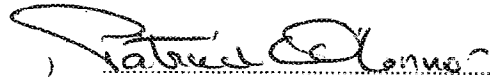
Signature Page to Intellectual Property Rights Assignment and Licence between Aviza Technology S.A.S., Inc. (and others)
and SPP Process Technology Systems UK Limited

Signed for and on behalf of
Aviza Technology Sdn. Bhd. by a duly
authorised signatory

) 
)
) Patrick C. O'Connor
) Director

Signature Page to Intellectual Property Rights Assignment and Licence between Aviza Technology S.A.S., Inc. (and others)
and SPP Process Technology Systems UK Limited


Signed for and on behalf of
Aviza Technology Pte. Ltd. by a duly
authorised signatory

) 
) Patrick C. O'Connor
) Director

Signature Page to Intellectual Property Rights Assignment and Licence between Aviza Technology S.A.S., Inc. (and others)
and SPP Process Technology Systems UK Limited

Signed for and on behalf of


Aviza Technology K.K. by a duly authorised
signatory

) 
) Patrick C. O'Connor
) Director

Signature Page to Intellectual Property Rights Assignment and Licence between Aviza Technology S.A.S., Inc. (and others)
and SPP Process Technology Systems UK Limited

Signed for and on behalf of SPP Process
Technology Systems UK Limited by a duly
authorised signatory

)
)
)


.....
RICHARD REES, DIRECTOR
.....

Dated October 16, 2009

TRIKON EQUIPMENTS LIMITED
TRIKON TECHNOLOGIES LIMITED
AVIZA EUROPE LIMITED
AVIZA TECHNOLOGY (SCOTLAND) LIMITED
AVIZA TECHNOLOGY (CAYMAN) LTD.
AVIZA TECHNOLOGY SUPPLIES LIMITED
TRIKON TECHNOLOGIES SARL
AVIZA TECHNOLOGY (ISRAEL) LIMITED
AVIZA TECHNOLOGY B.V.
and
SPP PROCESS TECHNOLOGY SYSTEMS UK LIMITED

INTELLECTUAL PROPERTY RIGHTS
ASSIGNMENT AND LICENCE

ADDLESHAW GODDARD

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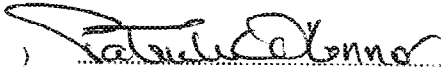
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| 4 | Further Assurance | 3 |
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to in Section 13.6 shall be, for any Assignor, the addresses stated for Seller Parties in Section 13.1 of the Global APA, and for the Assignee, the addresses stated for the Buyer in Section 13.1 of the Global APA.

- 5.3 **Severability:** The parties intend each provision of this Agreement to be severable and distinct from the others. If a provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, the parties intend that the legality, validity and enforceability of the remainder of this Agreement shall not be affected.

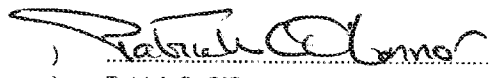
Signed by the parties or their duly authorised representatives on the date of this Agreement.

Signed for and on behalf of
Trikon Equipments Limited by a duly
authorised signatory

) 
) Patrick C. O'Connor
) Director

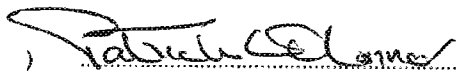
Signature Page to Intellectual Property Rights Assignment and Licence between Trikon Equipments Limited and others and
SPP Process Technology Systems UK Limited

Signed for and on behalf of
Trikon Technologies Limited by a duly
authorised signatory

) 
) Patrick C. O'Connor
) Director

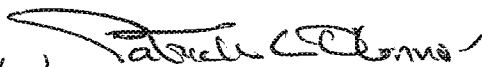
Signature Page to Intellectual Property Rights Assignment and Licence between Trikon Equipments Limited and others and
SPP Process Technology Systems UK Limited

Signed for and on behalf of
Aviza Europe Limited by a duly authorised
signatory

) 
)
) Patrick C. O'Connor
) Director

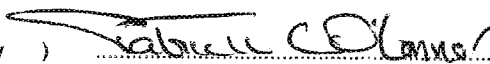
Signature Page to Intellectual Property Rights Assignment and Licence between Trikon Equipments Limited and others and
SPP Process Technology Systems UK Limited

Signed for and on behalf of Aviza Technology
(Scotland) Limited by a duly authorised
signatory

) 
)
) Patrick C. O'Connor
) Director

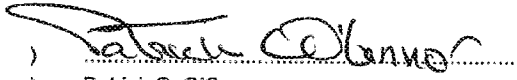
Signed for and on behalf of Aviza Technology
(Cayman) LTD. by a duly authorised signatory

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)
)


Patrick C. O'Connor
Director

Signature Page to Intellectual Property Rights Assignment and Licence between Trikon Equipments Limited and others and
SPP Process Technology Systems UK Limited

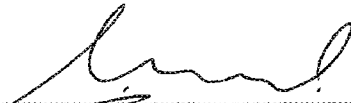
Signed for and on behalf of Aviza Technology
Supplies Limited by a duly authorised
signatory

) 
) Patrick C. O'Connor
) Director

Signature Page to Intellectual Property Rights Assignment and Licence between Trikon Equipments Limited and others and
SPP Process Technology Systems UK Limited


Signed for and on behalf of Trikon
Technologies SARL by a duly authorised
signatory

)
)
)


.....
Andrew J. Noakes


Signature Page to Intellectual Property Rights Assignment and Licence between Trikon Equipments Limited and others and
SPP Process Technology Systems UK Limited

Signed for and on behalf of Aviza Technology
(Israel) Limited by a duly authorised signatory

) 
) Patrick C. O'Connor
) Director

Signature Page to Intellectual Property Rights Assignment and Licence between Trikon Equipments Limited and others and
SPP Process Technology Systems UK Limited

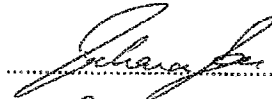
Signed for and on behalf of Aviza Technology
B.V. by a duly authorised signatory

) 
) Patrick C. O'Connor
) Director

Signature Page to Intellectual Property Rights Assignment and Licence between Trikon Equipments Limited and others and
SPP Process Technology Systems UK Limited

Signed for and on behalf of SPP Process
Technology Systems UK Limited by a duly
authorised signatory

)
)
)


.....
RICHARD REES, DIRECTOR
.....

Signature Page to Intellectual Property Rights Assignment and Licence between Trikon Equipments Limited and others and
SPP Process Technology Systems UK Limited

Dated October 16, 2009

AVIZA TECHNOLOGY UK LIMITED

AVIZA TECHNOLOGY LIMITED

INTELLECTUAL PROPERTY RIGHTS
ASSIGNMENT

ADDLESHAW GODDARD

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This Agreement is made on

October 16, 2009

Between

- (1) **AVIZA TECHNOLOGY UK LIMITED** (formerly known as Aviza Technology Limited) a company registered in England and Wales under company number 01373344 with its registered office at Coed Rhedyn, Ringland Way, Newport, Gwent, NP18 2TA (the **Assignor**); and
- (2) **AVIZA TECHNOLOGY LIMITED** (formerly known as Aviza Technology UK Limited) a company registered in England and Wales under company number 07000106 with its registered office at Coed Rhedyn, Ringland Way, Newport, Gwent, NP18 2TA (the **Assignee**).

Whereas

- (A) Pursuant to a business purchase agreement dated 4 September 2009 (BPA), the Assignor assigned to the Assignee (with effect from 00:01 London time on 30 August 2009) ownership of certain businesses carried on by the Assignor and assets relating thereto.
- (B) The Assignor has agreed to assign to the Assignee all its right, title and interest in and to the Intellectual Property Rights upon the terms of this Agreement.

It is agreed

1 Definitions

1.1 In this Agreement (and its Recitals):

Acquired Business means the entire business, as carried on by the Assignor immediately prior to the date of the BPA including, without limitation, the business of the sale of complete systems (whether new, refurbished, remanufactured, reconfigured or otherwise), their service, and the sale of parts, spares and upgrades businesses for the business of batch thermal products and technologies, atmospheric-pressure chemical vapour deposition products and technologies, physical vapour deposition including broad ion beam deposition products and technologies chemical vapour deposition products and technologies, and plasma etch products and technologies, but excluding always the atomic layer deposition (ALD) line of business other than the ALD service, supplies, parts and spares business;

Assigned Rights means the rights to be assigned to the Assignee pursuant to clause 2

BPA shall have the meaning given to it in the recitals to this Agreement

Intellectual Property means all patents, trademarks, service marks, rights (registered and unregistered) in any designs; trade or business names; copyright (including rights in computer software); topography rights; rights in know-how; rights in secret formulae and processes; rights in lists of suppliers and customers and other confidential and proprietary knowledge and information; rights in inventions; rights protecting goodwill and reputation; rights to sue for passing off; database rights; and all rights and forms of protection of a similar nature to any of the foregoing or having equivalent effect in each case whether registered or unregistered and including applications for registration of any of the foregoing and the right to apply for registration or protection of any of the foregoing subsisting at any time anywhere in the world and all rights under licences and consents in respect of any of the rights and forms of protection mentioned in this definition;

Intellectual Property Rights means all Intellectual Property owned or used by the Assignor as at the date of the BPA in relation to the Acquired Business, including all rights and interest of the Assignor in and to the Intellectual Property listed and described in Schedule 2.1(b) of, and the patents listed in Schedule 2.1(l) of, the SPP Purchase Agreement in each case including the right to sue for damages and other remedies in respect of any past, current and/or future infringement or misuse of such rights and to retain any damages and other relief obtained as a result of any such action

Specific Intellectual Property means the patents, patent applications, registered trade marks, trade mark applications and/or registered copyright (if any) assigned to the Assignee by the Assignor on or about the date hereof and expressly listed in an assignment agreement

SPP Purchase Agreement means the asset purchase agreement by and among Sumitomo Precision Products Co., Ltd, Aviza Technology, Inc., Aviza Inc., Trikon Technologies, Inc., the Assignor and Aviza Technology International, Inc., dated 13 August 2009

Transfer Date means 00:01 London time on 30 August 2009.

- 1.2 The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. In this Agreement the words **other**, **includes**, **including** and **in particular** do not limit the generality of any preceding words and any words which follow them will not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.

2 Assignment

- 2.1 The Assignor hereby assigns to the Assignee all the Assignor's right, title and interest in and to the Intellectual Property Rights, in each case:

- (a) free from any lien, charge or encumbrance and to hold unto the Assignee absolutely; and
- (b) including all statutory and common law rights attaching thereto and including the right to apply for, prosecute and obtain registered protection throughout the world with respect to the Intellectual Property Rights with the intent that such protection shall be in the name of and shall vest in the Assignee absolutely.

- 2.2 Notwithstanding the date of signature of this Agreement, the parties hereto agree that the assignment of Assigned Rights shall be deemed to take effect for economic and accounting purposes on the Transfer Date.

3 Further Assurance

- 3.1 If the validity or ownership of the Assigned Rights, and/or any registrations granted pursuant to the Assigned Rights, are challenged on any point upon which the Assignor has or could obtain information or could give advice which may assist in defeating or reducing the effect of such challenge, the Assignor shall supply or procure the supply of such information and/or advice without unreasonable delay.
- 3.2 At the request of the Assignee the Assignor shall execute all documents and do all acts and things as may be necessary or proper to enable the Assignee to become registered as proprietor of the Assigned Rights at any relevant registry, to confer on the Assignee all rights of action in respect of any claim for infringement or passing off of any kind by any third party

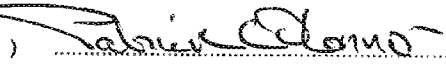
with respect thereto and to otherwise enable the Assignee to obtain the full benefit of the rights hereby assigned.

4 General

- 4.1 **Execution:** This Agreement may be executed in one or more counterparts each of which shall for all purposes be deemed to be an original and all of which shall constitute one and the same instrument.
- 4.2 **Governing law and jurisdiction:** This Agreement shall be governed by, and construed in accordance with, English law. In relation to any legal action or proceedings to enforce this Agreement or arising out of or in connection with this Agreement (**Proceedings**) each of the parties irrevocably submits to the exclusive jurisdiction of the English courts and waives any objection to Proceedings in such courts on the grounds of venue or on the grounds that the Proceedings have been brought in an inappropriate forum.
- 4.3 **Severability:** The parties intend each provision of this Agreement to be severable and distinct from the others. If a provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, the parties intend that the legality, validity and enforceability of the remainder of this Agreement shall not be affected.

Executed as a deed by the parties or their duly authorised representatives on the date of this Agreement.

Executed as a deed by
Aviza Technology UK Limited
acting by two directors or by a director and its
secretary

)
) Jerauld J. Cutini
) Director
) 
) Patrick C. O'Connor
) Director

Executed as a deed by

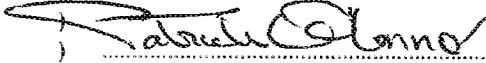
Aviza Technology Limited

acting by two directors or by a director and its
secretary

)

) Jerauld J. Cutini

) Director



) Patrick C. O'Connor

) Director

Dated October 16, 2009

AVIZA TECHNOLOGY UK LIMITED
SPP PROCESS TECHNOLOGY SYSTEMS UK LIMITED

INTELLECTUAL PROPERTY RIGHTS
ASSIGNMENT AND LICENCE

ADDLESHAW GODDARD

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This Agreement is made on

October 16, 2009

Between

- (1) **Aviza Technology UK Limited** (formerly known as Aviza Technology Limited) a company registered in England and Wales under company number 01373344 with its registered office at Coed Rhedyn, Ringland Way, Newport, Gwent, NP18 2TA; (the **Assignor**); and
- (2) **SPP Process Technology Systems UK Limited** a company registered in England and Wales under company number 7037852 with its registered office at c/o Surface Technology Systems plc, Imperial Park, Newport Wales, NP10 8UJ (the **Assignee**).

Whereas

- (A) Pursuant to an asset purchase agreement dated 13 August 2009 (**Global APA**), Aviza Technology, Inc., and others, including the Assignor (the **Sellers**) agreed to sell to Sumitomo Precision Products Co., Ltd. (a company organised under the laws of Japan) certain businesses operated by the Sellers and assets relating thereto, including certain intellectual property rights used in those businesses. Under clause 13.9 of the Global APA, Sumitomo Precision Products Co., Ltd. was entitled to assign all or any of its rights under the Global APA to its group companies. The Assignee is such a group company.
- (B) As part of the transaction contemplated by the Global APA, the Assignor has assigned certain of the intellectual property rights described above to Aviza Technology Limited (UK company number 07000106) pursuant to the business purchase agreement between those parties dated 4 September 2009.
- (C) The Assignor has therefore agreed to enter into this Agreement to effect the transfer to the Assignee of its right, title and interest in and to the Assigned Intellectual Property, and to license to the Assignee the Licensed Intellectual Property, in each case upon the terms of this Agreement.

It is agreed

1 Definitions

1.1 In this Agreement (and its Recitals):

Acquired Businesses shall have the meaning given to it in the Global APA

Assigned Intellectual Property means all Intellectual Property, other than the Specific Intellectual Property and Hived Down Intellectual Property, owned by the Assignor that is used or held for use primarily in all or any of the Acquired Businesses

Assigned Rights means the rights to be assigned to the Assignee pursuant to clause 2

Closing Date shall have the meaning given to it in the Global APA

Global APA shall have the meaning set forth in the recitals to this Agreement

Hived Down Intellectual Property means all Intellectual Property assigned by the Assignor to Aviza Technology Limited (UK company number 07000106) pursuant to the business purchase agreement between those parties dated 4 September 2009

Intellectual Property means any and all (i) trade names, trademarks, service marks and all registrations and applications for any of the foregoing; (ii) goodwill associated with the foregoing; (iii) works of authorship, including mask works and software, all copyrights related thereto and all registrations and applications therefor; (iv) inventions, improvements, formulations, discoveries, designs and industrial models, and all United States and foreign patent rights covering or related thereto, all registrations and applications therefor, and all reissues, divisions, continuations-in-part, re-examinations and extensions of such patents and patent applications, and (v) unregistered intellectual property, including know-how, trade secrets, processes, technology, discoveries, unpatented inventions and designs, formulae, procedures and other intellectual property, documentation relating to any of the foregoing, and the right to apply for patent, design or other protection therefor anywhere in the world

Licensed Intellectual Property means all Intellectual Property owned by Assignor that is used or held for use in all or any of the Acquired Businesses, but that is not Assigned Intellectual Property because it is not "primarily" used or held for use in connection therewith

Specific Intellectual Property means the patents, patent applications, registered trade marks, trade mark applications and registered copyright listed and described in Schedule 2.1(b) and Schedule 2.1(i) to the Global APA and assigned to the Assignee or Aviza Technology Limited (UK company number 07000106) on or about the date hereof under a separate assignment agreement

- 1.2 The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "included," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the phrase "without limitation," and the included items shall be subject to the provision in which they appear whether or not they are within the scope of the preceding more general term(s).

2 Assignment

- 2.1 In consideration of the mutual covenants and benefits set out in the Global APA, and with effect on and from the Closing Date, the Assignor hereby assigns to the Assignee all the Assignor's right, title and interest in and to the Assigned Intellectual Property, in each case:

- (a) free from any lien, charge or encumbrance and to hold unto the Assignee absolutely,
- (b) including the right to sue for damages and other remedies in respect of any past, current and/or future infringement or misappropriation of the Assigned Intellectual Property and to retain any damages and other relief obtained as a result of any such action; and
- (c) including all statutory and common law rights attaching thereto and including the right to apply for, prosecute and obtain registered protection throughout the world with respect to the Assigned Intellectual Property with the intent that such protection shall be in the name of and shall vest in the Assignee absolutely.

3 Licence

The Assignor hereby grants to the Assignee a non-exclusive, worldwide, irrevocable, perpetual, freely transferable and sub-licensable, royalty-free license under and to all Licensed Intellectual Property, to permit the Acquired Businesses to make, have made, use, have used, import, export, offer to sell and sell products and services.

4 Further Assurance

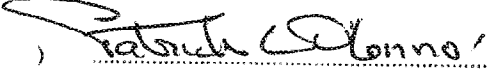
- 4.1 If the validity or ownership of the Assigned Rights, and/or any registrations granted pursuant to the Assigned Rights, are challenged on any point upon which the Assignor has or could obtain information or could give advice which may assist in defeating or reducing the effect of such challenge, the Assignor shall supply or procure the supply of such information and/or advice without unreasonable delay.
- 4.2 At the request of the Assignee, the Assignor shall execute all documents and do all acts and things as may be necessary or proper to enable the Assignee to become registered as proprietor of the Assigned Rights at any relevant registry, to confer on the Assignee all rights of action in respect of any claim for infringement or passing off of any kind by any third party with respect thereto and to otherwise enable the Assignee to obtain the full benefit of the rights hereby assigned.

5 General

- 5.1 **Execution:** This Agreement may be executed in one or more counterparts each of which shall for all purposes be deemed to be an original and all of which shall constitute one and the same instrument.
- 5.2 **Governing law and jurisdiction:** Section 13.6 of the Global APA, which deals with governing law, consent to jurisdiction and venue, and service of process, and the other sections of and definitions within the Global APA to which Section 13.6 refers, shall apply to this Agreement *mutatis mutandis*, and, for the avoidance of doubt, the addresses for service of notice referred to in Section 13.6 shall be, for the Assignor, the addresses stated for Seller Parties in Section 13.1 of the Global APA, and for the Assignee, the addresses stated for the Buyer in Section 13.1 of the Global APA.
- 5.3 **Severability:** The parties intend each provision of this Agreement to be severable and distinct from the others. If a provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, the parties intend that the legality, validity and enforceability of the remainder of this Agreement shall not be affected.

Signed by the parties or their duly authorised representatives on the date of this Agreement.

Signed for and on behalf of
Aviza Technology UK Limited by a duly
authorised signatory

) 
)
) Patrick C. O'Connor
) Director

Signature Page to Intellectual Property Rights Assignment and Licence between Aviza Technology UK Limited and SPP
Process Technology Systems UK Limited

Signed for and on behalf of **SPP Process**
Technology Systems UK Limited by a duly
authorised signatory

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.....

CONFIRMATORY GLOBAL IP ATL

Date: 2009

Parties:

- (1) "The Assignor" : **AVIZA TECHNOLOGY UK LIMITED** (formerly known inter alia as Aviza Technology Limited, Trikon Technologies Limited and Electrotech Limited) a company registered in England and Wales under company number 01373344 with its registered office at Coed Rhedyn, Ringland Way, Newport, Gwent NP18 2TA, United Kingdom
- (2) "The Assignee" : **AVIZA TECHNOLOGY LIMITED** (formerly known as Aviza Technology UK Limited) a company registered in England and Wales under company number 07000106 with its registered office at Coed Rhedyn, Ringland Way, Newport, Gwent NP18 2TA, United Kingdom

Recitals:

- (A) The Assignor is the beneficial owner of patents, patent applications, trade marks, trade mark applications, copyright registrations, and domain names listed in the Schedules hereto (hereinafter called the "IP Rights").
- (B) The Assignor has agreed to assign the IP Rights to the Assignee for the consideration hereinafter mentioned.

Operative Provisions:

In consideration for the payment of Ten Pounds Sterling (£10.00) by the Assignee to the Assignor receipt of which is hereby acknowledged:

1. The Assignor HEREBY ASSIGNS with full title guarantee to the Assignee free from incumbrances:
 - 1.1. all its right, title and interest in and to the IP Rights or any derivatives thereof (such as divisional patent applications and continuation patent applications) together with all rights and powers arising from or accrued from the same including the right to sue for damages and other remedies in respect of any infringement of such rights whether committed before or after the date of this Agreement;
 - 1.2. the goodwill attaching to the trade marks (and trade mark applications), the goodwill of the business in which the trade marks (and trade mark applications) have been used by the

CONFIRMATORY GLOBAL IP ATL

Assignor, together with any unregistered trade marks and associated goodwill;

- 1.3. the right to apply for, prosecute and obtain patent or similar protection throughout the world in respect of the inventions claimed in the IP Rights including the right to claim priority therefrom.
2. The Assignor further covenants with the Assignee that at the request of the Assignee it will at all times after the date of this Assignment do all such acts and execute all such documents as may reasonably be necessary or desirable both to secure the vesting in the Assignee of all rights assigned to the Assignee hereunder and to assist in the resolution of any question concerning the IP Rights.
3. Execution: This Agreement may be executed in one or more counterparts each of which shall for all purposes be deemed to be an original and all of which shall constitute one and the same instrument.

SCHEDULE 1

US Copyright Registrations

| <u>Date</u> | <u>Title</u> | <u>Copyright No.</u> |
|-------------|---|----------------------|
| 1/31/86 | WF-988 Microprocessor based temperature controller | TX-1-763-147 |
| 1/31/86 | WJ-989 Watkins-Johnson furnace monitoring system | TX-1-763-148 |
| <u>Date</u> | <u>Title</u> | <u>Copyright No.</u> |
| 4/13/87 | WJ-999 CVD Series | TX-2-048-882 |
| 5/11/89 | Watkins-Johnson Scotts Valley Plant : our formula for excellence is the quality improvement process | TX-2-564-897 |
| 10/10/89 | Watkins-Johnson furnace monitoring system: WJ-989 | TX-2-664-119 |
| 11/13/89 | Watkins-Johnson Scotts Valley Plant: our formula for excellence is the quality improvement process | TX-2-692-946 |
| 5/21/90 | Watkins-Johnson CVD Series | TX-2-853-609 |
| 1/11/91 | Watkins-Johnson Company Scotts Valley Plant employee recognition | TX-2-994-320 |
| 6/25/99 | WJ-1500APCVD System : continuous | TX-5-000-558 |

CONFIRMATORY GLOBAL IP ATL

200mm water processing

SCHEDULE 2

Domain Names

1. aviza.be
2. aviza.biz
3. aviza.cn
4. aviza.co.nz
5. aviza.co.uk
6. aviza.com.tw
7. aviza.de
8. aviza.info
9. aviza.net
10. aviza.tv
11. aviza.tw
12. aviza.us
13. avizainc.com
14. avizainc.net
15. avizasupport.com
16. avizasupport.net
17. avizasystems.com
18. avizatech.com
19. avizatechnologies.com
20. avizatechnology.com
21. eaviza.com
22. myaviza.com
23. myaviza.info
24. myaviza.net

SCHEDULE 3

Domain Names

1. avizatechnology.eu
2. trikon.com
3. trikontechnologies.co.uk
4. trikontechnologies.com
5. trikontechnologies.net
6. trikontechnologies.org
7. trkn.com

SCHEDULE 4

CONFIRMATORY GLOBAL IP ATL

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| <u>Trade Mark</u> | <u>Country</u> | <u>Class</u> | <u>Application No.</u> | <u>Registration No.</u> |
| FXP | USA | 09 Int. | 76/332592 | 3043094 |

SCHEDULE 5

| Trademark. | Application Number | Filing Date | Registration Number | Registration Date | Status | Country | Class | Owner |
|------------------|--------------------|-------------|---------------------|-------------------|------------|-----------------------------|---------|-----------------------|
| AVIZA | 78932831 | 19-Jul-2006 | 3383310 | 12-Feb-2008 | Registered | United States of America | 07 Int. | Aviza Technology Inc. |
| AVIZA TECHNOLOGY | 78944623 | 03-Aug-2006 | 3242479 | 15-May-2007 | Registered | United States of America | 07 Int. | Aviza Technology Inc. |
| MONOBLOK | | 25-Jun-2007 | 930070 | 25-Jun-2007 | Protected | European Community | 07 Int. | Aviza Technology Inc. |
| MONOBLOK | 95584386 | 10-Aug-1995 | 95584386 | 10-Aug-1995 | Renewed | France | | Aviza Technology Inc. |
| MONOBLOK | 39532337 | 07-Aug-1995 | 39532337 | 24-Sep-1996 | Renewed | Germany | | Aviza Technology Inc. |
| MONOBLOK | | 25-Jun-2007 | 930070 | 25-Jun-2007 | Filed | Int'l Reg - Madrid Protocol | 07 Int. | Aviza Technology Inc. |
| MONOBLOK | M195C008369 | 24-Aug-1995 | 729915 | 16-Oct-1997 | Lapsed | Italy | | Aviza Technology Inc. |
| MONOBLOK | 7086581 | 23-Aug-1995 | 4430637 | 02-Nov-2000 | Registered | Japan | | Aviza Technology Inc. |
| MONOBLOK | 3059995 | 08-Aug-1995 | 366843 | 27-Jun-1997 | Abandoned | Korea, Republic of | | Aviza Technology Inc. |
| MONOBLOK | | 25-Jun-2007 | 930070 | 25-Jun-2007 | Filed | Korea, Republic of | 07 Int. | Aviza Technology Inc. |
| MONOBLOK | T9507284Z | 07-Aug-1995 | T9507284Z | 22-Dec-2000 | Renewed | Singapore | | Aviza Technology Inc. |
| MONOBLOK | 84040393 | 10-Aug-1995 | 769831 | 01-Aug-1997 | Renewed | Taiwan | 07 Int. | Aviza Technology Inc. |
| MONOBLOK | 2029585 | 07-Aug-1995 | 2029585 | 07-Aug-1995 | Registered | United Kingdom | | Aviza Technology Inc. |
| MONOBLOK | 74575220 | 19-Sep-1994 | 2085449 | 27-May-1997 | Renewed | United States of America | 07 Int. | Aviza Technology Inc. |
| MONOBLOK | M/2006/2129 | 24-Feb-2006 | | | | Italy | 09 Int. | Aviza Technology Inc. |
| STRATION | 77570463 | 15-Sep-08 | | | Allowed | United States of America | 07 Int. | Aviza Technology Inc. |
| VERSALIS FXP | 77470886 | 09-May-08 | | | Published | United States of America | 07 Int. | Aviza Technology Inc. |
| VERSALIS FXP | A0013578 | 22-Aug-08 | 974794 | | Filed | China (People's Republic) | 07 Int. | Aviza Technology Inc. |
| VERSALIS FXP | A0013578 | 22-Aug-08 | 974794 | | Filed | European Community | 07 Int. | Aviza Technology Inc. |
| VERSALIS FXP | A0013578 | 22-Aug-08 | 974794 | | Filed | Int'l Reg - Madrid Protocol | 07 Int. | Aviza Technology Inc. |
| VERSALIS FXP | A0013578 | 22-Aug-08 | 974794 | | Filed | Japan | 07 Int. | Aviza Technology Inc. |
| VERSALIS FXP | 097039834 | 25-Aug-08 | | | Pending | Taiwan | 07 Int. | Aviza Technology Inc. |

SCHEDULE 6

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| Trademark | Application Number | Filing Date | Registration Number | Registration Date | Status | Country | Class | Owner |
|------------------------|--------------------|-------------|---------------------|-------------------|------------|---------------------------|------------------|-------------------------|
| C3M | 2313076 | 12-Oct-2002 | 2313076 | 12-Oct-2002 | Registered | United Kingdom | 07 Int. | Trikon Technologies Ltd |
| C3M | 2351049 | 10-Dec-2003 | 2351049 | 10-Dec-2003 | Registered | United Kingdom | 07 Int. | Trikon Technologies Ltd |
| ELECTROTECH PLANAR 200 | 1540711 | 03-Jul-1993 | 1540711 | 03-Jul-1993 | Registered | United Kingdom | 07 Int. | Trikon Technologies Ltd |
| FLOWFILL | 1540488 | 03-Jul-1993 | B1540488 | 03-Jul-1993 | Registered | United Kingdom | 07 Int., 40 Int. | Trikon Technologies Ltd |
| FORCEFILL | 1540490 | 03-Jul-1993 | 1540490 | 03-Jul-1993 | Registered | United Kingdom | 07 Int., 40 Int. | Trikon Technologies Ltd |
| FORCEFILL | 74/568256 | 31-Aug-1994 | 1952595 | 30-Jan-1996 | Registered | United States of America | 07 Int. | Trikon Technologies Ltd |
| FXP | 2269243 | 04-May-2001 | 2269243 | 04-May-2001 | Registered | United Kingdom | 07 Int. | Trikon Technologies Ltd |
| Hi-Fill | 2048072 | 09-Dec-1995 | 2048072 | 09-Dec-1995 | Registered | United Kingdom | 07 Int., 09 Int. | Trikon Technologies Ltd |
| MORI | 2324490 | 21-Feb-2003 | 2324490 | 21-Feb-2003 | Registered | United Kingdom | 07 Int. | Trikon Technologies Ltd |
| MORI | 76/526247 | 27-Jun-2003 | 2914239 | 28-Dec-2004 | Registered | United States of America | 07 Int. | Trikon Technologies Ltd |
| OMEGA | 2298781 | 24-Apr-2002 | 2298781 | 24-Apr-2002 | Registered | United Kingdom | 07 Int. | Trikon Technologies Ltd |
| OMEGA | 74/591079 | 27-Oct-1994 | 1980557 | 18-Jun-1996 | Registered | United States of America | 09 Int. | Trikon Technologies Ltd |
| OMEGA | 76/460102 | 17-Oct-2002 | 2982576 | 09-Aug-2005 | Registered | United States of America | 07 Int. | Trikon Technologies Ltd |
| OMEGA 2 | 762078 | 07-Nov-1988 | 1639537 | 02-Apr-1991 | Registered | United States of America | 07 Int. | Trikon Technologies Ltd |
| ORION | 30703367.8 | 19-Jan-2007 | 30703367.8 | 25-May-2007 | Registered | Germany | 07 Int., 17 Int. | Aviza Technology Ltd |
| OMEGA-ETCH | 1313081 | 10-Jun-1987 | 1313081 | 10-Jun-1987 | Registered | United Kingdom | 07 Int., 17 Int. | Trikon Technologies Ltd |
| ORION | 2272746 | 16-Jun-2001 | 2272746 | 16-Jun-2001 | Registered | United Kingdom | 07 | Trikon Technologies Ltd |
| SIGMA | 2004824 | 16-Dec-1994 | 2004824 | 16-Dec-1994 | Registered | United Kingdom | 09 Int. | Trikon Technologies Ltd |
| SIGMA | 2298782 | 24-Apr-2002 | 2298782 | 24-Apr-2002 | Registered | United Kingdom | 07 Int. | Trikon Technologies Ltd |
| SIGMA | 76/460101 | 17-Oct-2002 | 2878421 | 31-Aug-2004 | Registered | United States of America | 07 Int. | Trikon Technologies Ltd |
| SOFT SPUTTER ETCH | 1464631 | 18-May-1991 | B1464631 | 18-May-1991 | Registered | United Kingdom | 09 Int. | Trikon Technologies Ltd |
| TRIKON | 9800082453 | 22-Jul-1998 | 1427047 | 28-Jul-2000 | Registered | China (People's Republic) | 07 Int. | Trikon Technologies Ltd |
| TRIKON | 000728428 | 22-Jan-1998 | 000728428 | 22-Jan-1998 | Registered | European Community | 07 Int., 09 Int. | Trikon Technologies Ltd |
| TRIKON | 18375/98 | 21-Jul-1998 | 492252 | 02-May-2001 | Registered | Korea, Republic of | 07 Int., 09 Int. | Trikon Technologies Ltd |
| TRIKON | 2000 67 | 08-Feb-2000 | | | Pending | Korea, Republic of | 07 Int., 09 Int. | Trikon Technologies Ltd |
| TRIKON | 87/035399 | 21-Jul-1998 | 1009074 | 31-Jul-2002 | Registered | Taiwan | 07 Int. | Trikon Technologies Ltd |
| TRIKON | 87/035400 | 21-Jul-1998 | 932910 | 28-Feb-2001 | Registered | Taiwan | 09 Int. | Trikon Technologies Ltd |
| TRIKON | 75/524129 | 21-Jul-1998 | 2754694 | 26-Aug-2003 | Registered | United States of America | 07 Int., 09 Int. | Trikon Technologies Ltd |

SCHEDULE 7

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| Trademark | Application Number | Filing Date | Registration Number | Registration Date | Status | Country | Class | Owner |
|-----------|--------------------|-------------|---------------------|-------------------|------------|--------------------------|------------------|---------------------------|
| HI-FIH | 39622263.3 | 15-May-1996 | 39622263 | 15-May-1996 | Registered | Germany | 07 Int., 09 Int. | Trikon Equipments Limited |
| HI-FIH | 59170 | 03-Jun-1996 | 4130099 | 27-Mar-1998 | Registered | Japan | 07 Int. | Trikon Equipments Limited |
| ORION | 30165621 | 13-Nov-2001 | 30165621 | 20-Feb-2002 | Registered | Germany | 07 Int., 17 Int. | Trikon Equipments Limited |
| ORION | 76/341761 | 27-Nov-2001 | 2958950 | 07-Jun-2005 | Registered | United States of America | 17 Int. | Trikon Equipments Limited |

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| US | 07/601,270 | 22-Oct-1990 | 5,078,922 |
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| 11/143953 | 03-Jun-2005 | | United States of America |
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| 102005049233.9 | 14-Oct-2005 | | Germany |
| 2005-299954 | 14-Oct-2005 | | Japan |
| 0521001.8 | 17-Oct-2005 | | United Kingdom |
| 11/247199 | 12-Oct-2005 | | United States of America |

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| 07766170.0 | 06-Jul-2007 | | European Patent Convention |
| 2009-520032 | 06-Jul-2007 | | Japan |
| GB07/002537 | 06-Jul-2007 | | Patent Cooperation Treaty |
| 12/309460 | 06-Jul-2007 | | United States of America |
| 200780027453.1 | 06-Jul-2007 | | China (People's Republic) |
| 07733491.0 | 06-Jul-2007 | | European Patent Convention |
| 2009-520035 | 06-Jul-2007 | | Japan |
| GB07/002550 | 06-Jul-2007 | | Patent Cooperation Treaty |
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| 200780027484.7 | 12-Jul-2007 | | China (People's Republic) |
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| 2009-520038 | 12-Jul-2007 | | Japan |
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| GB01/05357 | 04-Dec-2001 | | Patent Cooperation Treaty |
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| 200680027426.X | 12-Jul-2006 | | China (People's Republic) |
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| 2007-7030455 | 12-Jul-2006 | | Korea, Republic of |
| 11/997737 | 12-Jul-2006 | | United States of America |
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| GB98/01452 | 02-Jun-1998 | | Patent Cooperation Treaty |
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| 654404 | 12-Apr-2000 | 6905962 | United States of America |
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| 2001-17515 | 03-Apr-2001 | 740748 | Korea, Republic of |
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| 91114193 | 27-Jun-2002 | 185911 | Taiwan |
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| Reference | Title | Country | Status |
|-----------|--------------------------------------|--------------------------|---------|
| DBN.180 | Deposition Methods | United Kingdom | Unfiled |
| DBN.209 | A Method of Plasma Vapour Deposition | United States of America | Pending |

SCHEDULE 10

| App No. | Filing Date | Patent No. | Country |
|--------------|-------------|--------------|---------------------------|
| ZL01810986.1 | 18 Jul 2001 | ZL01810986.1 | China (People's Republic) |
| 224233.7 | 18 Jul 2001 | 2377228 | United Kingdom |
| 10/275439 | 18 Jul 2001 | 7378001 | United States of America |
| 90118300 | 26 Jul 2001 | 1296813 | Taiwan |
| 10196150.2 | 18 Jul 2001 | | Germany |
| 2002-7016502 | 4 Apr 2002 | 890664 | Korea, Republic of |
| 91106894 | 4 Apr 2002 | 246539 | Taiwan |
| 320610.9 | 4 Apr 2002 | 2390379 | United Kingdom |
| 10/471785 | 16 Sep 2003 | 7279201 | United States of America |

SCHEDULE 11

| App No. | Filing Date | Patent No. | Country |
|-----------|-------------|------------|----------------|
| 9608358.9 | 23 Apr | 2300256 | United Kingdom |

CONFIRMATORY GLOBAL IP ATL

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|------------|----------------|----------|-------------------------------|
| | 1996 | | |
| 637599 | 25 Apr 1996 | 5755512 | United States of America |
| 19882475.5 | 25 Jun 1998 | 19882475 | Germany |
| 9929610.5 | 25 Jun 1998 | 2341489 | United Kingdom |
| 446432 | 25 Jun 1998 | 6454367 | United States of America |
| 9719764.4 | 18 Sep 1997 | 2329515 | United Kingdom |
| 152673 | 14 Sep 1998 | 6188563 | United States of America |
| 92924773.2 | 2 Dec 1992 | 650536 | European Patent Convention |
| 61322/97 | 20 Nov 1997 | 510917 | Korea, Republic of |

CONFIRMATORY GLOBAL IP ATL

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|------------|----------------|------------|---------------------------|
| 9724440.4 | 20 Nov 1997 | 2319533 | United Kingdom |
| 97126177.6 | 21 Nov 1997 | 97126177.6 | China (People's Republic) |
| 975705 | 21 Nov 1997 | 6174823 | United States of America |
| GB98/01859 | 25 Jun 1998 | | Patent Cooperation Treaty |
| 9-321638 | 21 Nov 1997 | | Japan |

SCHEDULE 12

| App No. | Filing Date | Patent No. | Country |
|------------|----------------|------------|-------------------------------|
| 92905727.1 | 4 Feb 1992 | 570484 | European Patent Convention |
| 92905727.1 | 4 Feb 1992 | 570484 | France |
| 92905727.1 | 4 Feb 1992 | 69218924.6 | Germany |
| 505776/92 | 4 Feb 1992 | 3271765 | Japan |
| 702304/93 | 4 Feb 1992 | 231221 | Korea, Republic of |
| 92905727.1 | 4 Feb 1992 | 570484 | United Kingdom |
| 07/545636 | 29 Jun 1990 | 5091049 | United States of America |

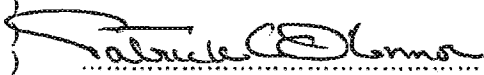
CONFIRMATORY GLOBAL IP ATL

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| 365533 | 13 Jun 1989 | 4990229 | United States of America |
| | | | |
| 07/650788 | 4 Feb 1991 | 5122251 | United States of America |
| | | | |
| 90610041.7 | 12 Jun 1990 | 403418 | European Patent Convention |
| | | | |
| 90610041.7 | 12 Jun 1990 | 69033908.9 | Germany |
| | | | |
| 90610041.7 | 12 Jun 1990 | 403418 | United Kingdom |
| | | | |
| 154989/90 | 13 Jun 1990 | 2103088 | Japan |
| | | | |
| 07/964149 | 19 Oct 1992 | 5421891 | United States of America |
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| 07/979574 | 20 Nov 1992 | 5429070 | United States of America |
| | | | |
| 08/918852 | 26-Aug-97 | 6110395 | United States of America |
| | | | |
| US92/00976 | 04-Feb-92 | | Patent Cooperation Treaty |

CONFIRMATORY GLOBAL IP ATL


Signed by the parties or their duly authorised representatives on the day and year first above written.

Signed for and on behalf of
AVIZA TECHNOLOGY UK
LIMITED
by a duly authorised signatory

)
)
) 
)
) Patrick C. O'Connor
) Director

CONFIRMATORY GLOBAL IP ATL

Signed for and on behalf of
AVIZA TECHNOLOGY LIMITED
by a duly authorised signatory

)
)
) 
)
) Patrick C. O'Connor
) Director

Confirmatory Copyright Registrations Assignment SEG LLC

Date: 2009

Parties:

- (1) "The Assignor" : **AVIZA, INC**, a Delaware Corporation
- (2) "The Assignee" : **ST SYSTEMS USA, INC** (registered company number C1951172) of 611 Veterans Blvd, Suite 107, Redwood City, CA 94063, USA

Recitals:

- (A) The Assignor is the owner of the US Copyright Registrations shown in the Schedule (hereinafter called the "Copyright Registrations").
- (B) The Assignor has agreed to assign the Copyright Registrations on the terms as hereafter appearing.

Operative Provisions:

In consideration for the payment of Ten Pounds Sterling (£10.00) the receipt of which is hereby acknowledged, the Assignor HEREBY ASSIGNS unto the Assignee all of its right, title and interest in and to the Copyright Registrations TO HOLD the same unto and to the use of the Assignee absolutely. The Assignor further agrees to execute all such documents and things as are necessary to effect transfer of the Copyright Registrations to the Assignee and the Assignor further agrees that this Assignment document may be used in substitution for any other document as establishing the intent of the Assignor to transfer the Copyright Registrations appearing in the Schedule by means of this Assignment.

Execution:

This Agreement may be executed in one or more counterparts each of which shall for all purposes be deemed to be an original and all of which shall constitute one and the same instrument.

SCHEDULE

US Copyright Registrations

| <u>Date</u> | <u>Title</u> | <u>Copyright No.</u> |
|-------------|---|----------------------|
| 1/31/86 | WF-988 Microprocessor based temperature controller | TX-1-763-147 |
| 1/31/86 | WJ-989 Watkins-Johnson furnace monitoring system | TX-1-763-148 |
| 4/13/87 | WJ-999 CVD Series | TX-2-048-882 |
| 5/11/89 | Watkins-Johnson Scotts Valley Plant : our formula for excellence is the quality improvement process | TX-2-564-897 |
| 10/10/89 | Watkins-Johnson furnace monitoring system: WJ-989 | TX-2-664-119 |
| 11/13/89 | Watkins-Johnson Scotts Valley Plant: our formula for excellence is the quality improvement process | TX-2-692-946 |
| 5/21/90 | Watkins-Johnson CVD Series | TX-2-853-609 |
| 1/11/91 | Watkins-Johnson Company Scotts Valley Plant employee recognition | TX-2-994-320 |
| 6/25/99 | WJ-1500APCVD System : continuous 200mm water processing | TX-5-000-558 |

Confirmatory Copyright Registrations Assignment SEG LLC

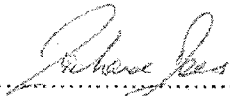
Signed by the parties or their duly authorised representatives on the day and year first above written.

Signed for and on behalf of
AVIZA, INC.
by a duly
duly authorised signatory


) Patrick C. O'Connor
) Chief Financial Officer

Confirmatory Copyright Registrations Assignment SEG LLC

Signed for and on behalf of
ST Systems USA, INC
by a duly authorised signatory

) 
)
) RICHARD REES, DIRECTOR
) (Name and Title)

Confirmatory Domain Names Assignment ATI

Date: 2009

Parties:

- (1) "The Assignor" : **AVIZA TECHNOLOGY, INC** a Delaware Corporation of 440 Kings Village Road, Scotts Valley, CA 95066, USA
- (2) "The Assignee" : **ST SYSTEMS USA, INC** (registered company number C1951172) of 611 Veterans Blvd, Suite 107, Redwood City, CA 94063, USA

Recitals:

- (A) The Assignor is the owner of the domain names shown in the Schedule.
- (B) The Assignor has agreed to assign the domain names on the terms as hereafter appearing.

Operative Provisions:

In consideration for the payment of Ten Pounds Sterling (£10.00) the receipt of which is hereby acknowledged, the Assignor HEREBY ASSIGNS unto the Assignee all of its right, title and interest in and to the domain names listed in the Schedule with the goodwill attaching to the domain names, including the right to renew the domain names indefinitely TO HOLD the same unto and to the use of the Assignee absolutely. The Assignor further agrees to execute all such documents and things as are necessary to effect transfer of the domain names to the Assignee and the Assignor further agrees that this Assignment document may be used in substitution for any other document as establishing the intent of the Assignor to transfer the domain names appearing in the Schedule by means of this Assignment.

Execution:

This Agreement may be executed in one or more counterparts each of which shall for all purposes be deemed to be an original and all of which shall constitute one and the same instrument.

SCHEDULE

Domain Names

Confirmatory Domain Names Assignment ATI

1. aviza.be
2. aviza.biz
3. aviza.cn
4. aviza.co.nz
5. aviza.co.uk
6. aviza.com.tw
7. aviza.de
8. aviza.info
9. aviza.net
10. aviza.tv
11. aviza.tw
12. aviza.us
13. avizainc.com
14. avizainc.net
15. avizasupport.com
16. avizasupport.net
17. avizasystems.com
18. avizatech.com
19. avizatechnologies.com
20. avizatechnology.com
21. eaviza.com
22. myaviza.com
23. myaviza.info
24. myaviza.net

Confirmatory Domain Names Assignment ATI

Signed by the parties or their duly authorised representatives on the day and year first above written.

Signed for and on behalf of)
AVIZA TECHNOLOGY, INC.)
by a duly authorised signatory)


)
) Patrick C. O'Connor
) Chief Financial Officer

Confirmatory Domain Names Assignment ATI

Signed for and on behalf of
ST Systems USA, INC

by a duly authorised signatory

(Signature)

(Name and Title)

4

Confirmatory Domain Names Assignment ATL

Date: 2009

Parties:

- (1) "The Assignor" : **AVIZA TECHNOLOGY UK LIMITED** (formerly known as Aviza Technology Limited) a company registered in England and Wales under company number 01373344 with its registered office at Coed Rhedyn, Ringland Way, Newport, Gwent NP18 2TA, United Kingdom
- (2) "The Assignee" : **AVIZA TECHNOLOGY LIMITED** (formerly known as Aviza Technology UK Limited) a company registered in England and Wales under company number 07000106 with its registered office at Coed Rhedyn, Ringland Way, Newport, Gwent NP18 2TA, United Kingdom

Recitals:

- (A) The Assignor is the owner of the domain names shown in the Schedule.
- (B) The Assignor has agreed to assign the domain names on the terms as hereafter appearing.

Operative Provisions:

In consideration for the payment of Ten Pounds Sterling (£10.00) the receipt of which is hereby acknowledged, the Assignor HEREBY ASSIGNS unto the Assignee all of its right, title and interest in and to the domain names listed in the Schedule with the goodwill attaching to the domain names, including the right to renew the domain names indefinitely TO HOLD the same unto and to the use of the Assignee absolutely. The Assignor further agrees to execute all such documents and things as are necessary to effect transfer of the domain names to the Assignee and the Assignor further agrees that this Assignment document may be used in substitution for any other document as establishing the intent of the Assignor to transfer the domain names appearing in the Schedule by means of this Assignment.

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This Agreement may be executed in one or more counterparts each of which shall for all purposes be deemed to be an original and all of which shall constitute one and the same instrument.

SCHEDULE

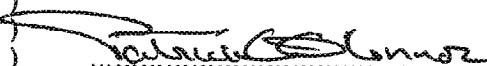
Domain Names

1. avizatechnology.eu
2. trikon.com
3. trikontechnologies.co.uk
4. trikontechnologies.com
5. trikontechnologies.net
6. trikontechnologies.org
7. trkn.com

Confirmatory Domain Names Assignment ATL


Signed by the parties or their duly authorised representatives on the day and year first above written.

Signed for and on behalf of
AVIZA TECHNOLOGY UK LIMITED)
by a duly authorised signatory)


.....
Patrick C. O'Connor
Director)

Confirmatory Domain Names Assignment ATL

Signed for and on behalf of
AVIZA TECHNOLOGY LIMITED
by a duly authorised signatory

)
) 
)
) Patrick C. O'Connor
) Director

Date: 2009

Parties:

- (1) "The Assignor" : **AVIZA EUROPE LIMITED** (formerly known as Trikon Holdings Limited), a company registered in England and Wales under company number 03246908 with its registered office at Coed Rhedyn, Ringland Way, Newport, Gwent NP18 2TA, United Kingdom.
- (2) "The Assignee" : **SPP PROCESS TECHNOLOGY SYSTEMS UK LIMITED** a company registered in England and Wales under company number [07037812] with its registered office at c/o Surface Technology Systems plc, Imperial Park, Newport, Wales NP10 8UJ, United Kingdom

Recitals:

- (A) The Assignor is the registered proprietor and beneficial owner of patents and patent applications listed in the Schedule hereto (hereinafter called the "Patent Rights").
- (B) The Assignor has agreed to assign the Patent Rights to the Assignee for the consideration hereinafter mentioned.

Operative Provisions:

In consideration for the payment of Ten Pounds Sterling (£10.00) by the Assignee to the Assignor receipt of which is hereby acknowledged:

1. The Assignor HEREBY ASSIGNS with full title guarantee to the Assignee free from incumbrances:
 - 1.1. all its right, title and interest in and to the Patent Rights or any derivatives thereof (such as divisional patent applications and continuation patent applications) together with all rights and powers arising from or accrued from the same including the right to sue for damages and other remedies in respect of any infringement of such rights whether committed before or after the date of this Agreement;
 - 1.2. the right to apply for, prosecute and obtain patent or similar protection throughout the world in respect of the inventions claimed in the Patent Rights including the right to claim priority therefrom.
2. The Assignor further covenants with the Assignee that at the request of the Assignee it will at all times after the date of this Assignment do all such acts and execute all such documents as may reasonably be

necessary or desirable both to secure the vesting in the Assignee of all rights assigned to the Assignee hereunder and to assist in the resolution of any question concerning the Patent Rights.

3. Execution: This Agreement may be executed in one or more counterparts each of which shall for all purposes be deemed to be an original and all of which shall constitute one and the same instrument.

SCHEDULE

| App No. | Filing Date | Patent No. | Country |
|--------------|-------------|--------------|---------------------------|
| ZL01810986.1 | 18 Jul 2001 | ZL01810986.1 | China (People's Republic) |
| 224233.7 | 18 Jul 2001 | 2377228 | United Kingdom |
| 10/275439 | 18 Jul 2001 | 7378001 | United States of America |
| 90118300 | 26 Jul 2001 | 1296813 | Taiwan |
| 10196150.2 | 18 Jul 2001 | | Germany |
| 2002-7016502 | 4 Apr 2002 | 890664 | Korea, Republic of |
| 91106894 | 4 Apr 2002 | 246539 | Taiwan |
| 320610.9 | 4 Apr 2002 | 2390379 | United Kingdom |
| 10/471785 | 16 Sep 2003 | 7279201 | United States of America |

Signed by the parties or their duly authorised representatives on the day and year first above written.

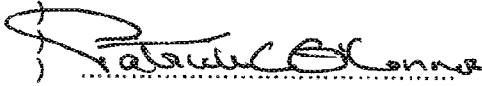
Signed for and on behalf of
AVIZA EUROPE LIMITED
by a duly authorised signatory

)
) (Signature)
)
) (Patrick C. O'Connor)
) (Chief Financial Officer)

Confirmatory Patent Assignment -- AEL

Signed by the parties or their duly authorised representatives on the day and year first above written.

Signed for and on behalf of
AVIZA EUROPE LIMITED
by a duly authorised signatory

)
)
) 
)
) Patrick C. O'Connor
) Director

Confirmatory Patent Assignment – AEL

Signed for and on behalf of
SPP PROCESS TECHNOLOGY
SYSTEMS UK LIMITED
by a duly authorised signatory

)
) (Signature)
)
)
) (Name and Title)

Date: 2009

Parties:

- (1) "The Assignor" : **AVIZA TECHNOLOGY, INC** a Delaware Corporation of 440 Kings Village Road, Scotts Valley, CA 95066, USA
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 - 1.2. the right to apply for, prosecute and obtain patent or similar protection throughout the world in respect of the inventions claimed in the Patent Rights including the right to claim priority therefrom.
2. The Assignor further covenants with the Assignee that at the request of the Assignee it will at all times after the date of this Assignment do all such acts and execute all such documents as may reasonably be necessary or desirable both to secure the vesting in the Assignee of all rights assigned to the Assignee hereunder and to assist in the resolution of any question concerning the Patent Rights.

3. Execution: This Agreement may be executed in one or more counterparts each of which shall for all purposes be deemed to be an original and all of which shall constitute one and the same instrument.

SCHEDULE

| Country | Application Number | Filing Date | Patent Number |
|---------|--------------------|-------------|---------------|
| US | 07/386,903 | 28-Jul-1989 | 4,993,358 |
| US | 07/601,408 | 23-Oct-1990 | 5,029,471 |
| US | 07/601,270 | 22-Oct-1990 | 5,078,922 |
| TW | 79106834 | 15-Aug-1990 | 051810 |
| US | 07/570,122 | 17-Aug-1990 | 5,088,773 |
| US | 07/513,807 | 24-Apr-1990 | 5,113,789 |
| US | 07/668,858 | 13-Mar-1991 | 5,122,391 |
| US | 07/542,243 | 21-Jun-1990 | 5,136,975 |
| US | 08/621,772 | 22-Mar-1996 | 5,683,516 |
| JP | 7-181702 | 18-Jul-1995 | 2790437 |
| US | 08/704,227 | 27-Aug-1996 | 5,786,278 |
| US | 09/008,024 | 16-Jan-1998 | 5,849,088 |
| US | 08/869,085 | 04-Jun-1997 | 5,935,647 |
| US | 08/838,882 | 14-Apr-1997 | 5,938,851 |
| US | 08/976,928 | 24-Nov-1997 | 5,944,900 |
| JP | 2-216935 | 17-Aug-1990 | 2973490 |
| DE | 95304783.4 | 10-Jul-1995 | DE69513104 |
| EP | 95304783.4 | 10-Jul-1995 | 0697376 |
| FR | 95304783.4 | 10-Jul-1995 | 0697376 |
| IT | 95304783.4 | 10-Jul-1995 | 0697376 |
| TW | 84100288 | 13-Jan-1995 | 106107 |
| US | 08/892,469 | 14-Jul-1997 | 6,022,414 |
| US | 09/018,021 | 02-Feb-1998 | 6,026,589 |
| US | 09/185,180 | 03-Nov-1998 | 6,056,824 |
| US | 09/493,492 | 28-Jan-2000 | 6,143,080 |
| US | 09/113,823 | 10-Jul-1998 | 6,200,389 |
| US | 09/480,730 | 06-Jan-2000 | 6,206,973 |
| TW | 87111447 | 14-Jul-1998 | 124167 |
| TW | 87119658 | 26-Nov-1998 | 135711 |
| US | 09/492,420 | 27-Jan-2000 | 6,352,592 |
| KR | 2000-0018645 | 10-Apr-2000 | 338891 |
| US | 09/757,542 | 09-Jan-2001 | 6,521,048 |

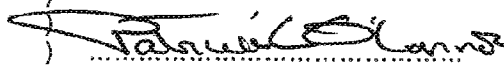
Confirmatory Patent Assignment – ATI

| | | | |
|----|-------------|-------------|-----------|
| JP | 2000-540285 | 04-Dec-1998 | 3416114 |
| US | 09/574,826 | 19-May-2000 | 6,576,060 |
| TW | 89109705 | 19-May-2000 | 177430 |
| TW | 91115568 | 12-Jul-2002 | 185053 |
| US | 10/226,773 | 23-Aug-2002 | 6,761,770 |
| US | 10/685,062 | 14-Oct-2003 | 6,802,712 |
| JP | 2000-503260 | 10-Jul-1998 | 3607198 |
| JP | 2000-148939 | 19-May-2000 | 3612002 |
| TW | 89106510 | 08-Apr-2000 | 223675 |
| US | 10/194,639 | 12-Jul-2002 | 6,890,386 |
| US | 10/854,869 | 26-May-2004 | 6,921,437 |
| SG | | | 117747 |
| JP | 2000-613851 | 03-Mar-2000 | 3821647 |
| JP | 2004-076806 | 17-Mar-2004 | 4216212 |
| EP | 98933329.9 | 10-Jul-1998 | |
| EP | 07023348.1 | 10-Jul-1998 | |
| JP | 2006-109009 | 21-Mar-2000 | |
| EP | 00302953.5 | 07-Apr-2000 | |
| EP | 00936074.4 | 19-May-2000 | |
| JP | 2000-620151 | 19-May-2000 | |
| EP | 02766138.8 | 26-Aug-2002 | |
| JP | 2003-523703 | 26-Aug-2002 | |
| US | 07/409,125 | 19-Sep-1989 | 5,059,770 |
| US | 09/996,869 | 27-Nov-2001 | 6,846,149 |

Confirmatory Patent Assignment - ATI

Signed by the parties or their duly authorised representatives on the day and year first above written.

Signed for and on behalf of
AVIZA TECHNOLOGY, INC.
by a duly authorised signatory

)
)
) 
)
) Patrick C. O'Connor
) Chief Financial Officer

Confirmatory Patent Assignment - ATI

Signed for and on behalf of
ST Systems USA, INC

by a duly authorised signatory

)
) (Signature)
)

)
) (Name and Title)
)

Date: 2009

Parties:

- (1) "The Assignor" : **AVIZA TECHNOLOGY UK LIMITED** (formerly known inter alia as Aviza Technology Limited, Trikon Technologies Limited and Electrotech Limited) a company registered in England and Wales under company number 01373344 with its registered office at Coed Rhedyn, Ringland Way, Newport, Gwent NP18 2TA, United Kingdom
- (2) "The Assignee" : **AVIZA TECHNOLOGY LIMITED** (formerly known as Aviza Technology UK Limited) a company registered in England and Wales under company number 07000106 with its registered office at Coed Rhedyn, Ringland Way, Newport, Gwent NP18 2TA, United Kingdom

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SCHEDULE

| App No. | Filing Date | Patent No. | Country |
|----------------|-------------|------------|----------------------------|
| 200680037785.3 | 11 Oct 2006 | | China (People's Republic) |
| 06794716.8 | 11 Oct 2006 | | European Patent Convention |
| 2008-535089 | 11 Oct 2006 | | Japan |
| 2008-7007381 | 11 Oct 2006 | | Korea, Republic of |
| 12/089899 | 11 Oct 2006 | | United States of America |
| 0816186.1 | 5 Sep 2008 | | United Kingdom |
| 61/081463 | 17 Jul 2008 | | United States of America |
| 10017233.4 | 06-Apr-2000 | | Germany |
| 2000-115804 | 11-Apr-2000 | | Japan |
| 10022224.2 | 08-May-2000 | | Germany |
| 2000-142308 | 10-May-2000 | | Japan |
| 10054115.1 | 31-Oct-2000 | | Germany |
| 2000-337486 | 06-Nov-2000 | | Japan |
| 10117719.4 | 09-Apr-2001 | | Germany |
| 2001-117280 | 16-Apr-2001 | | Japan |
| 10195143.4 | 21-Dec-2001 | | Germany |
| GB01/05795 | 21-Dec-2001 | | Patent Cooperation Treaty |
| 60/391971 | 28-Jun-2002 | | United States of America |

Confirmatory Patent Assignment – ATL

| | | | |
|----------------|-------------|--|-------------------------------|
| 10393038.8 | 11-Aug-2003 | | Germany |
| 2004-527057 | 11-Aug-2003 | | Japan |
| 60/391974 | 28-Jun-2002 | | United States of America |
| 102004002243 | 15-Jan-2004 | | Germany |
| 10/760464 | 21-Jan-2004 | | United States of America |
| 102004010354 | 03-Mar-2004 | | Germany |
| 2004-67518 | 10-Mar-2004 | | Japan |
| 102004014718.3 | 25-Mar-2004 | | Germany |
| 2004-113316 | 07-Apr-2004 | | Japan |
| 2004-369286 | 21-Dec-2004 | | Japan |
| 102005023904 | 24-May-2005 | | Germany |
| 11/137430 | 26-May-2005 | | United States of America |
| 11/143953 | 03-Jun-2005 | | United States of America |
| 102005052027 | 31-Oct-2005 | | Germany |
| 0521968.8 | 28-Oct-2005 | | United Kingdom |
| 102005049233.9 | 14-Oct-2005 | | Germany |
| 2005-299954 | 14-Oct-2005 | | Japan |
| 0521001.8 | 17-Oct-2005 | | United Kingdom |
| 11/247199 | 12-Oct-2005 | | United States of America |
| 200780027492.1 | 06-Jul-2007 | | China (People's Republic) |
| 07766170.0 | 06-Jul-2007 | | European Patent Convention |
| 2009-520032 | 06-Jul-2007 | | Japan |
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| 2009-520035 | 06-Jul-2007 | | Japan |
| GB07/002550 | 06-Jul-2007 | | Patent Cooperation Treaty |
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| 200780027484.7 | 12-Jul-2007 | | China (People's Republic) |
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| 2009-520038 | 12-Jul-2007 | | Japan |
| GB07/002614 | 12-Jul-2007 | | Patent Cooperation Treaty |
| 12/309460 | 12-Jul-2007 | | United States of America |
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Confirmatory Patent Assignment – ATL

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Confirmatory Patent Assignment – ATL

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| App Number | Filing Date | Patent Number | Country |
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Confirmatory Patent Assignment – ATL

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| App Number | Filing Date | PatNumber | Country |
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Confirmatory Patent Assignment – ATL

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| DBN.180 | Deposition Methods | United Kingdom | Unfiled |
| DBN.209 | A Method of Plasma Vapour Deposition | United States of America | Pending |

Confirmatory Patent Assignment – ATL

Signed by the parties or their duly authorised representatives on the day and year first above written.

Signed for and on behalf of)
AVIZA TECHNOLOGY UK LIMITED)
by a duly authorised signatory)


)
) Patrick C. O'Connor
) Director

Signed for and on behalf of
AVIZA TECHNOLOGY LIMITED
by a duly authorised signatory

Patrick C. O'Connor
Director

Confirmatory Patent Assignment – SEGL

Date: 2009

Parties:

- (1) "The Assignor" : **AVIZA, INC** a Delaware Corporation
- (2) "The Assignee" : **ST SYSTEMS USA, INC** (registered company number C1951172) of 611 Veterans Blvd, Suite 107, Redwood City, CA 94063, USA

Recitals:

- (A) The Assignor is the beneficial owner of patents and patent applications listed in the Schedule hereto (hereinafter called the "Patent Rights").
- (B) The Assignor has agreed to assign the Patent Rights to the Assignee for the consideration hereinafter mentioned.

Operative Provisions:

In consideration for the payment of Ten Pounds Sterling (£10.00) by the Assignee to the Assignor receipt of which is hereby acknowledged:

- 1. The Assignor HEREBY ASSIGNS with full title guarantee to the Assignee free from incumbrances:
 - 1.1. all its right, title and interest in and to the Patent Rights or any derivatives thereof (such as divisional patent applications and continuation patent applications) together with all rights and powers arising from or accrued from the same including the right to sue for damages and other remedies in respect of any infringement of such rights whether committed before or after the date of this Agreement;
 - 1.2. the right to apply for, prosecute and obtain patent or similar protection throughout the world in respect of the inventions claimed in the Patent Rights including the right to claim priority therefrom.
- 2. The Assignor further covenants with the Assignee that at the request of the Assignee it will at all times after the date of this Assignment do all such acts and execute all such documents as may reasonably be necessary or desirable both to secure the vesting in the Assignee of all rights assigned to the Assignee hereunder and to assist in the resolution of any question concerning the Patent Rights.

3. Execution: This Agreement may be executed in one or more counterparts each of which shall for all purposes be deemed to be an original and all of which shall constitute one and the same instrument.

SCHEDULE

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Confirmatory Patent Assignment – SEGL

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Confirmatory Patent Assignment – SEGL

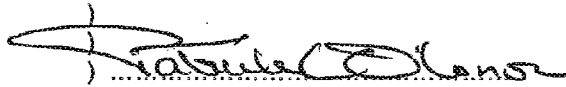
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| Country | Application No. | Filing Date | Patent No. |
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Confirmatory Patent Assignment – SEGL

Signed by the parties or their duly authorised representatives on the day and year first above written.

Signed for and on behalf of
AVIZA, INC.
by a duly
duly authorised signatory


) Patrick C. O'Connor
) Chief Financial Officer

Confirmatory Patent Assignment – SEGL

Signed for and on behalf of
ST Systems USA, INC

by a duly authorised signatory

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(Signature)

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(Name and Title)

Date: 2009

Parties:

- (1) "The Assignor" : **TRIKON EQUIPMENTS LIMITED**, a company registered in England and Wales under company number 00939289 with its registered office at Coed Rhedyn, Ringland Way, Newport, Gwent NP18 2TA, United Kingdom.
- (2) "The Assignee" : **SPP PROCESS TECHNOLOGY SYSTEMS UK LIMITED** a company registered in England and Wales under company number [07037812] with its registered office at c/o Surface Technology Systems plc, Imperial Park, Newport, Wales NP10 8UJ, United Kingdom

Recitals:

- (A) The Assignor is the registered proprietor and beneficial owner of patents and patent applications listed in the Schedule hereto (hereinafter called the "Patent Rights").
- (B) The Assignor has agreed to assign the Patent Rights to the Assignee for the consideration hereinafter mentioned.

Operative Provisions:

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 - 1.2. the right to apply for, prosecute and obtain patent or similar protection throughout the world in respect of the inventions claimed in the Patent Rights including the right to claim priority therefrom.
2. The Assignor further covenants with the Assignee that at the request of the Assignee it will at all times after the date of this Assignment do all

such acts and execute all such documents as may reasonably be necessary or desirable both to secure the vesting in the Assignee of all rights assigned to the Assignee hereunder and to assist in the resolution of any question concerning the Patent Rights.

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SCHEDULE

| App No. | Filing Date | Patent No. | Country |
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| 92924773.2 | 2 Dec 1992 | 650536 | European Patent Convention |
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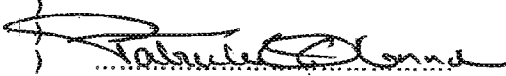
Confirmatory Patent Assignment – TEL

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| GB98/01859 | 25 Jun 1998 | | Patent Cooperation Treaty |
| 9-321638 | 21 Nov 1997 | | Japan |

Confirmatory TM Assignment – TEL

Signed by the parties or their duly authorised representatives on the day and year first above written.

Signed for and on behalf of
TRIKON EQUIPMENTS LIMITED
by a duly authorised signatory

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)
) Patrick C. O'Connor
) Director

Confirmatory Patent Assignment – TEL

Signed for and on behalf of
SPP PROCESS TECHNOLOGY
SYSTEMS UK LIMITED
by a duly authorised signatory

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.....
(Signature)

.....
(Name and Title)

Date: 2009

Parties:

- (1) "The Assignor" : **TRIKON TECHNOLOGIES, INC** (formerly known as Plasma & Materials Technologies, Inc) of 9255 Deeming Avenue, Chatsworth, CA 91311, USA
- (2) "The Assignee" : **SPP PROCESS TECHNOLOGY SYSTEMS UK LIMITED** a company registered in England and Wales under company number [07037812] with its registered office at c/o Surface Technology Systems plc, Imperial Park, Newport, Wales NP10 8UJ, United Kingdom

Recitals:

- (A) The Assignor is the registered proprietor and beneficial owner of patents and patent applications listed in the Schedule hereto (hereinafter called the "Patent Rights").
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 - 1.2. the right to apply for, prosecute and obtain patent or similar protection throughout the world in respect of the inventions claimed in the Patent Rights including the right to claim priority therefrom.
2. The Assignor further covenants with the Assignee that at the request of the Assignee it will at all times after the date of this Assignment do all such acts and execute all such documents as may reasonably be

necessary or desirable both to secure the vesting in the Assignee of all rights assigned to the Assignee hereunder and to assist in the resolution of any question concerning the Patent Rights.

3. Execution: This Agreement may be executed in one or more counterparts each of which shall for all purposes be deemed to be an original and all of which shall constitute one and the same instrument.

SCHEDULE

| App No. | Filing Date | Patent No. | Country |
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Confirmatory Patent Assignment – TTI

| | | | |
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| US92/00976 | 04-Feb-92 | | Patent Cooperation Treaty |

Confirmatory Patent Assignment – TTJ

Signed by the parties or their duly authorised representatives on the day and year first above written.

Signed for and on behalf of
TRIKON TECHNOLOGIES, INC.
 by a duly authorised signatory

Jerauld J. Cutini
Chief Executive Officer

Confirmatory Patent Assignment – TT1

Signed for and on behalf of
SPP PROCESS TECHNOLOGY
SYSTEMS UK LIMITED
by a duly authorised signatory

)
) (Signature)
)
) RICHARD REES, DIRECTOR
)
) (Name and Title)

Date: 2009

Parties:

- (1) "The Assignor" : **AVIZA EUROPE LIMITED** (formerly known as Trikon Holdings Limited), a company registered in England and Wales under company number 03246908 with its registered office at Coed Rhedyn, Ringland Way, Newport, South Wales NP18 2TA, United Kingdom
- (2) "The Assignee" : **SPP PROCESS TECHNOLOGY SYSTEMS UK LIMITED** a company registered in England and Wales under company number [07037812] with its registered office at c/o Surface Technology Systems plc, Imperial Park, Newport, Wales NP10 8UJ, United Kingdom

Recitals:

- (A) The Assignor is the registered proprietor and beneficial owner of the registered Trade Mark set out in the Schedule hereto (hereinafter called the "Trade Mark") which stands in the name of the Assignor.
- (B) The Assignor has agreed to assign the Trade Mark to the Assignee on the terms and conditions set out in this Assignment.

Operative Provisions:

- 1. In consideration for the payment of Ten Pounds Sterling (£10.00) by the Assignee to the Assignor, receipt of which is hereby acknowledged, the Assignor HEREBY ASSIGNS and transfers with full title guarantee to the Assignee free from incumbrances:
 - 1.1. all its right, title and interest in the Trade Mark with the goodwill attaching to the Trade Mark and the goodwill of the business in which the Trade Mark has been used by the Assignor, together with any unregistered trade marks and associated goodwill, together with
 - 1.2. all statutory and common law rights attaching to the Trade Mark including all rights and remedies in respect of any infringements of the Trade Mark whether committed before or after the date of this Assignment and any damages obtained as a result of such action.

Confirmatory TM Assignment – AEL

2. Execution: This Agreement may be executed in one or more counterparts each of which shall for all purposes be deemed to be an original and all of which shall constitute one and the same instrument.


SCHEDULE

| <u>Trade Mark</u> | <u>Country</u> | <u>Class</u> | <u>Application No.</u> | <u>Registration No.</u> |
|-------------------|----------------|--------------|------------------------|-------------------------|
| FXP | USA | 09 Int. | 76/332592 | 3043094 |

Confirmatory TM Assignment – AEL

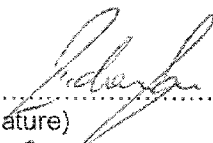

Signed by the parties or their duly authorised representatives on the day and year first above written.

Signed for and on behalf of
AVIZA EUROPE LIMITED
by a duly authorised signatory

)
)
) 
)
) Patrick C. O'Connor
) Director

Confirmatory TM Assignment – AEL

Signed for and on behalf of)
SPP PROCESS TECHNOLOGY)
SYSTEMS UK LIMITED)
by a duly authorised signatory)
)


.....
(Signature)

.....
(Name and Title)

Confirmatory TM Assignment – ATI

Date: 2009

Parties:

- (1) "The Assignor" : **AVIZA TECHNOLOGY, INC** a Delaware Corporation of 440 Kings Village Road, Scotts Valley, CA 95066, USA
- (2) "The Assignee" : **SPP PROCESS TECHNOLOGY SYSTEMS UK LIMITED** a company registered in England and Wales under company number [07037812] with its registered office at c/o Surface Technology Systems plc, Imperial Park, Newport, Wales NP10 8UJ, United Kingdom

Recitals:

- (A) The Assignor is the registered proprietor and beneficial owner of the registered Trade Marks and Trade Mark applications set out in the Schedule hereto (hereinafter called the "Trade Marks") all of which stand or are proceeding in the name of the Assignor.
- (B) The Assignor has agreed to assign the Trade Marks to the Assignee on the terms and conditions set out in this Assignment.

Operative Provisions:

1. In consideration for the payment of Ten Pounds Sterling (£10.00) by the Assignee to the Assignor, receipt of which is hereby acknowledged, the Assignor HEREBY ASSIGNS and transfers with full title guarantee to the Assignee free from incumbrances:
 - 1.1. all its right, title and interest in the Trade Marks with the goodwill attaching to the Trade Marks and the goodwill of the business in which the Trade Marks have been used by the Assignor, together with any unregistered trade marks and associated goodwill, together with
 - 1.2. all statutory and common law rights attaching to the Trade Marks including all rights and remedies in respect of any infringements of the Trade Marks whether committed before or after the date of this Assignment and any damages obtained as a result of such action.
2. Execution: This Agreement may be executed in one or more counterparts each of which shall for all purposes be deemed to be an original and all of which shall constitute one and the same instrument.

SCHEDULE

| Trademark. | Application Number | Filing Date | Registration Number | Registration Date | Status | Country | Class | Owner |
|--------------|--------------------|-------------|---------------------|-------------------|-----------|-----------------------------|---------|-----------------------|
| STRATION | 77570463 | 15-Sep-08 | | | Allowed | United States of America | 07 Int. | Aviza Technology Inc. |
| VERSALIS FXP | 77470986 | 09-May-08 | | | Published | United States of America | 07 Int. | Aviza Technology Inc. |
| VERSALIS FXP | A0013578 | 22-Aug-08 | 974794 | | Filed | China (People's Republic) | 07 Int. | Aviza Technology Inc. |
| VERSALIS FXP | A0013578 | 22-Aug-08 | 974794 | | Filed | European Community | 07 Int. | Aviza Technology Inc. |
| VERSALIS FXP | A0013578 | 22-Aug-08 | 974794 | | Filed | Int'l Reg - Madrid Protocol | 07 Int. | Aviza Technology Inc. |
| VERSALIS FXP | A0013578 | 22-Aug-08 | 974794 | | Filed | Japan | 07 Int. | Aviza Technology Inc. |
| VERSALIS FXP | 097039834 | 25-Aug-08 | | | Pending | Taiwan | 07 Int. | Aviza Technology Inc. |

Confirmatory TM Assignment - ATI

Signed by the parties or their duly authorised representatives on the day and year first above written.

Signed for and on behalf of)
AVIZA TECHNOLOGY, INC.)
by a duly authorised signatory)


.....
) Patrick C. O'Connor
) Chief Financial Officer

Confirmatory TM Assignment – ATI

Signed for and on behalf of)
SPP PROCESS TECHNOLOGY)
SYSTEMS UK LIMITED)
by a duly authorised signatory)

.....
(Signature)
.....
(Name and Title)

Date: 2009

Parties:

- (1) "The Assignor" : **AVIZA TECHNOLOGY UK LIMITED** (formerly known as Aviza Technology Limited and Trikon Technologies Limited) a company registered in England and Wales under company number 01373344 with its registered office at Coed Rhedyn, Ringland Way, Newport, Gwent NP18 2TA, United Kingdom
- (2) "The Assignee" : **AVIZA TECHNOLOGY LIMITED** (formerly known as Aviza Technology UK Limited) a company registered in England and Wales under company number 07000106 with its registered office at Coed Rhedyn, Ringland Way, Newport, Gwent NP18 2TA, United Kingdom

Recitals:

- (A) The Assignor is the registered proprietor and beneficial owner of the registered Trade Marks and Trade Mark applications set out in the Schedule hereto (hereinafter called the "Trade Marks") all of which stand or are proceeding in the name of the Assignor.
- (B) The Assignor has agreed to assign the Trade Marks to the Assignee on the terms and conditions set out in this Assignment.

Operative Provisions:

- 1. In consideration for the payment of Ten Pounds Sterling (£10.00) by the Assignee to the Assignor, receipt of which is hereby acknowledged, the Assignor HEREBY ASSIGNS and transfers with full title guarantee to the Assignee free from incumbrances:
 - 1.1. all its right, title and interest in the Trade Marks with the goodwill attaching to the Trade Marks and the goodwill of the business in which the Trade Marks have been used by the Assignor, together with any unregistered trade marks and associated goodwill, together with
 - 1.2. all statutory and common law rights attaching to the Trade Marks including all rights and remedies in respect of any infringements of the Trade Marks whether committed before or after the date of this Assignment and any damages obtained as a result of such action.

Confirmatory TM Assignment – ATL to ATL New Co.

2. Execution: This Agreement may be executed in one or more counterparts each of which shall for all purposes be deemed to be an original and all of which shall constitute one and the same instrument.


SCHEDULE

| Trademark | Application Number | Filing Date | Registration Number | Registration Date | Status | Country | Class | Owner |
|------------------------|--------------------|-------------|---------------------|-------------------|------------|---------------------------|------------------|-------------------------|
| C3M | 2313076 | 12-Oct-2002 | 2313076 | 12-Oct-2002 | Registered | United Kingdom | 07 Int. | Trikon Technologies Ltd |
| C3M | 2351049 | 10-Dec-2003 | 2351049 | 10-Dec-2003 | Registered | United Kingdom | 07 Int. | Trikon Technologies Ltd |
| ELECTROTECH PLANAR 200 | 1540711 | 03-Jul-1993 | 1540711 | 03-Jul-1993 | Registered | United Kingdom | 07 Int. | Trikon Technologies Ltd |
| FLOWFILL | 1540488 | 03-Jul-1993 | B1540488 | 03-Jul-1993 | Registered | United Kingdom | 07 Int., 40 Int. | Trikon Technologies Ltd |
| FORCEFILL | 1540490 | 03-Jul-1993 | 1540490 | 03-Jul-1993 | Registered | United Kingdom | 07 Int., 40 Int. | Trikon Technologies Ltd |
| FORCEFILL | 74/568256 | 31-Aug-1994 | 1952595 | 30-Jan-1996 | Registered | United States of America | 07 Int. | Trikon Technologies Ltd |
| FXP | 2269243 | 04-May-2001 | 2269243 | 04-May-2001 | Registered | United Kingdom | 07 Int. | Trikon Technologies Ltd |
| Hi-Fill | 2048072 | 09-Dec-1995 | 2048072 | 09-Dec-1995 | Registered | United Kingdom | 07 Int., 09 Int. | Trikon Technologies Ltd |
| MORI | 2324490 | 21-Feb-2003 | 2324490 | 21-Feb-2003 | Registered | United Kingdom | 07 Int. | Trikon Technologies Ltd |
| MORI | 76/526247 | 27-Jun-2003 | 2914239 | 28-Dec-2004 | Registered | United States of America | 07 Int. | Trikon Technologies Ltd |
| OMEGA | 2298781 | 24-Apr-2002 | 2298781 | 24-Apr-2002 | Registered | United Kingdom | 07 Int. | Trikon Technologies Ltd |
| OMEGA | 74/591079 | 27-Oct-1994 | 1980557 | 18-Jun-1996 | Registered | United States of America | 09 Int. | Trikon Technologies Ltd |
| OMEGA | 76/460102 | 17-Oct-2002 | 2982576 | 09-Aug-2005 | Registered | United States of America | 07 Int. | Trikon Technologies Ltd |
| OMEGA 2 | 762078 | 07-Nov-1988 | 1639537 | 02-Apr-1991 | Registered | United States of America | 07 Int. | Trikon Technologies Ltd |
| ORION | 30703367.8 | 19-Jan-2007 | 30703367.8 | 25-May-2007 | Registered | Germany | 07 Int., 17 Int. | Aviza Technology Ltd |
| OMEGA-ETCH | 1313081 | 10-Jun-1987 | 1313081 | 10-Jun-1987 | Registered | United Kingdom | 07 Int., 17 Int. | Trikon Technologies Ltd |
| ORION | 2272746 | 16-Jun-2001 | 2272746 | 16-Jun-2001 | Registered | United Kingdom | 07 | Trikon Technologies Ltd |
| SIGMA | 2004824 | 16-Dec-1994 | 2004824 | 16-Dec-1994 | Registered | United Kingdom | 09 Int. | Trikon Technologies Ltd |
| SIGMA | 2298782 | 24-Apr-2002 | 2298782 | 24-Apr-2002 | Registered | United Kingdom | 07 Int. | Trikon Technologies Ltd |
| SIGMA | 76/460101 | 17-Oct-2002 | 2878421 | 31-Aug-2004 | Registered | United States of America | 07 Int. | Trikon Technologies Ltd |
| SOFT SPUTTER ETCH | 1464631 | 18-May-1991 | B1464631 | 18-May-1991 | Registered | United Kingdom | 09 Int. | Trikon Technologies Ltd |
| TRIKON | 9800082453 | 22-Jul-1998 | 1427047 | 28-Jul-2000 | Registered | China (People's Republic) | 07 Int. | Trikon Technologies Ltd |
| TRIKON | 000728428 | 22-Jan-1998 | 000728428 | 22-Jan-1998 | Registered | European Community | 07 Int., 09 Int. | Trikon Technologies Ltd |
| TRIKON | 18375/98 | 21-Jul-1998 | 492292 | 02-May-2001 | Registered | Korea, Republic of | 07 Int., 09 Int. | Trikon Technologies Ltd |
| TRIKON | 2000-67 | 08-Feb-2000 | | | Pending | Korea, Republic of | 07 Int., 09 Int. | Trikon Technologies Ltd |
| TRIKON | 87/035399 | 21-Jul-1998 | 1009074 | 31-Jul-2002 | Registered | Taiwan | 07 Int. | Trikon Technologies Ltd |
| TRIKON | 87/035400 | 21-Jul-1998 | 932910 | 28-Feb-2001 | Registered | Taiwan | 09 Int. | Trikon Technologies Ltd |
| TRIKON | 75/524129 | 21-Jul-1998 | 2754694 | 26-Aug-2003 | Registered | United States of America | 07 Int., 09 Int. | Trikon Technologies Ltd |

Confirmatory TM Assignment -- ATL to ATL New Co.


Signed by the parties or their duly authorised representatives on the day and year first above written.

Signed for and on behalf of)
AVIZA TECHNOLOGY UK LIMITED)
by a duly authorised signatory)


)
) Patrick C. O'Connor
) Director

Confirmatory TM Assignment -- ATL to ATL New Co.

Signed for and on behalf of
AVIZA TECHNOLOGY LIMITED
by a duly authorised signatory

)
)
) 
)
) Patrick C. O'Connor
) Director

Date: 2009

Parties:

- (1) "The Assignor" : **TRIKON EQUIPMENTS LIMITED** a company registered in England and Wales under company number 00939289 with its registered office at Coed Rhedyn, Ringland Way, Newport, Gwent NP18 2TA, United Kingdom
- (2) "The Assignee" : **SPP PROCESS TECHNOLOGY SYSTEMS UK LIMITED** a company registered in England and Wales under company number [07037812] with its registered office at c/o Surface Technology Systems plc, Imperial Park, Newport, Wales NP10 8UJ, United Kingdom

Recitals:

- (A) The Assignor is the registered proprietor and beneficial owner of the registered Trade Marks set out in the Schedule hereto (hereinafter called the "Trade Marks") all of which stand or are proceeding in the name of the Assignor.
- (B) The Assignor has agreed to assign the Trade Marks to the Assignee on the terms and conditions set out in this Assignment.

Operative Provisions:

- 1. In consideration for the payment of Ten Pounds Sterling (£10.00) by the Assignee to the Assignor, receipt of which is hereby acknowledged, the Assignor HEREBY ASSIGNS and transfers with full title guarantee to the Assignee free from incumbrances:
 - 1.1. all its right, title and interest in the Trade Marks with the goodwill attaching to the Trade Marks and the goodwill of the business in which the Trade Marks have been used by the Assignor, together with any unregistered trade marks and associated goodwill, together with
 - 1.2. all statutory and common law rights attaching to the Trade Marks including all rights and remedies in respect of any infringements of the

Confirmatory TM Assignment -- TEL

Trade Marks whether committed before or after the date of this Assignment and any damages obtained as a result of such action.

2. Execution: This Agreement may be executed in one or more counterparts each of which shall for all purposes be deemed to be an original and all of which shall constitute one and the same instrument.

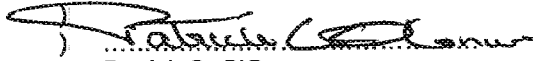
SCHEDULE

| Trademark | Application Number | Filing Date | Registration Number | Registration Date | Status | Country | Class | Owner |
|-----------|--------------------|-------------|---------------------|-------------------|------------|--------------------------|------------------|---------------------------|
| Hi-Fill | 39622263.3 | 15-May-1996 | 39622263 | 15-May-1996 | Registered | Germany | 07 Int., 09 Int. | Trikon Equipments Limited |
| Hi-Fill | 59170 | 03-Jun-1996 | 4130099 | 27-Mar-1998 | Registered | Japan | 07 Int. | Trikon Equipments Limited |
| ORION | 30165621 | 13-Nov-2001 | 30165621 | 20-Feb-2002 | Registered | Germany | 07 Int., 17 Int. | Trikon Equipments Limited |
| ORION | 76/341761 | 27-Nov-2001 | 2958950 | 07-Jun-2005 | Registered | United States of America | 17 Int. | Trikon Equipments Limited |

Confirmatory Patent Assignment – TEL

Signed by the parties or their duly authorised representatives on the day and year first above written.

Signed for and on behalf of
TRIKON EQUIPMENTS LIMITED
by a duly authorised signatory

)
)
) 
) Patrick C. O'Connor
) Director

Confirmatory TM Assignment – TEL

Signed for and on behalf of
SPP PROCESS TECHNOLOGY
SYSTEMS UK LIMITED
by a duly authorised signatory

)
) (Signature)
)
) RICHARD REES, DIRECTOR
) (Name and Title)

CONFIRMATORY GLOBAL IP (NON-ATL)

Date: 2009

Parties:

- (1) **AVIZA TECHNOLOGY, INC** a Delaware Corporation of 440 Kings Village Road, Scotts Valley, CA 95066, USA
- (2) **AVIZA, INC** (formerly known as Thermal Acquisition Corp) a Delaware Corporation
- (3) **AVIZA TECHNOLOGY INTERNATIONAL, INC** a Delaware Corporation
- (4) **TRIKON TECHNOLOGIES, INC** (formerly known as Plasma & Materials Technologies, Inc) of 9255 Deeming Avenue, Chatsworth, CA 91311, USA
- (5) **AVIZA EUROPE LIMITED** (formerly known as Trikon Holdings Limited), a company registered in England and Wales under company number 03246908 with its registered office at Coed Rhedyn, Ringland Way, Newport, Gwent NP18 2TA, United Kingdom
- (6) **TRIKON EQUIPMENTS LIMITED**, a company registered in England and Wales under company number 00939289 with its registered office at Coed Rhedyn, Ringland Way, Newport, Gwent NP18 2TA, United Kingdom
- (7) **TRIKON TECHNOLOGIES LIMITED** a company registered in England and Wales under company number 01571620 with its registered office at Coed Rhedyn, Newport, Gwent, NP18 2TA, United Kingdom

the Parties (1) to (7) collectively being known as "The Assignors", and

- (8) "The Assignee" : **SPP PROCESS TECHNOLOGY SYSTEMS UK LIMITED** a company registered in England and Wales under company number [07037812] with its registered office at c/o Surface Technology Systems plc, Imperial Park, Newport, Wales NP10 8UJ, United Kingdom

Recitals:

- (A) The Assignors are, collectively, the beneficial owners of patents, patent applications, trade marks, trade mark applications, copyright

CONFIRMATORY GLOBAL IP (NON-ATL)

registrations, and domain names listed in the Schedules hereto (hereinafter called the "IP Rights").

- (B) The Assignor has agreed to assign the IP Rights to the Assignee for the consideration hereinafter mentioned.

Operative Provisions:

In consideration for the payment of Ten Pounds Sterling (£10.00) by the Assignee to the Assignor receipt of which is hereby acknowledged:

1. The Assignor HEREBY ASSIGNS with full title guarantee to the Assignee free from incumbrances:
 - 1.1. all its right, title and interest in and to the IP Rights or any derivatives thereof (such as divisional patent applications and continuation patent applications) together with all rights and powers arising from or accrued from the same including the right to sue for damages and other remedies in respect of any infringement of such rights whether committed before or after the date of this Agreement;
 - 1.2. the goodwill attaching to the trade marks (and trade mark applications), the goodwill of the business in which the trade marks (and trade mark applications) have been used by the Assignor, together with any unregistered trade marks and associated goodwill;
 - 1.3. the right to apply for, prosecute and obtain patent or similar protection throughout the world in respect of the inventions claimed in the IP Rights including the right to claim priority therefrom.
2. The Assignor further covenants with the Assignee that at the request of the Assignee it will at all times after the date of this Assignment do all such acts and execute all such documents as may reasonably be necessary or desirable both to secure the vesting in the Assignee of all rights assigned to the Assignee hereunder and to assist in the resolution of any question concerning the IP Rights.
3. Execution: This Agreement may be executed in one or more counterparts each of which shall for all purposes be deemed to be an original and all of which shall constitute one and the same instrument.

CONFIRMATORY GLOBAL IP (NON-ATL)

SCHEDULE 1

| Trade Mark | Country | Class | Application No. | Registration No. |
|------------|---------|---------|-----------------|------------------|
| FXP | USA | 09 Int. | 76/332592 | 3043094 |

SCHEDULE 2

| Trademark. | Application Number | Filing Date | Registration Number | Registration Date | Status | Country | Class | Owner |
|--------------|--------------------|-------------|---------------------|-------------------|-----------|-----------------------------|---------|-----------------------|
| STRATION | 77570463 | 15-Sep-08 | | | Allowed | United States of America | 07 Int. | Aviza Technology Inc. |
| VERSALIS FXP | 77470986 | 09-May-08 | | | Published | United States of America | 07 Int. | Aviza Technology Inc. |
| VERSALIS FXP | A0013578 | 22-Aug-08 | 974794 | | Filed | China (People's Republic) | 07 Int. | Aviza Technology Inc. |
| VERSALIS FXP | A0013578 | 22-Aug-08 | 974794 | | Filed | European Community | 07 Int. | Aviza Technology Inc. |
| VERSALIS FXP | A0013578 | 22-Aug-08 | 974794 | | Filed | Int'l Reg - Madrid Protocol | 07 Int. | Aviza Technology Inc. |
| VERSALIS FXP | A0013578 | 22-Aug-08 | 974794 | | Filed | Japan | 07 Int. | Aviza Technology Inc. |
| VERSALIS FXP | 097039834 | 25-Aug-08 | | | Pending | Taiwan | 07 Int. | Aviza Technology Inc. |

SCHEDULE 3

| Trademark | Application Number | Filing Date | Registration Number | Registration Date | Status | Country | Class | Owner |
|------------------------|--------------------|-------------|---------------------|-------------------|------------|--------------------------|------------------|-------------------------|
| C3M | 2313076 | 12-Oct-2002 | 2313076 | 12-Oct-2002 | Registered | United Kingdom | 07 Int. | Trikon Technologies Ltd |
| C3M | 2351049 | 10-Dec-2003 | 2351049 | 10-Dec-2003 | Registered | United Kingdom | 07 Int. | Trikon Technologies Ltd |
| ELECTROTECH PLANAR 200 | 1540711 | 03-Jul-1993 | 1540711 | 03-Jul-1993 | Registered | United Kingdom | 07 Int. | Trikon Technologies Ltd |
| FLOWFILL | 1540488 | 03-Jul-1993 | B1540488 | 03-Jul-1993 | Registered | United Kingdom | 07 Int., 40 Int. | Trikon Technologies Ltd |
| FORCEFILL | 1540490 | 03-Jul-1993 | 1540490 | 03-Jul-1993 | Registered | United Kingdom | 07 Int., 40 Int. | Trikon Technologies Ltd |
| FORCEFILL | 74/568256 | 31-Aug-1994 | 1952595 | 30-Jan-1996 | Registered | United States of America | 07 Int. | Trikon Technologies Ltd |
| FXP | 2269243 | 04-May-2001 | 2269243 | 04-May-2001 | Registered | United Kingdom | 07 Int. | Trikon Technologies Ltd |
| HI-FILL | 2048072 | 09-Dec-1995 | 2048072 | 09-Dec-1995 | Registered | United Kingdom | 07 Int., 09 Int. | Trikon Technologies Ltd |
| MORI | 2324490 | 21-Feb-2003 | 2324490 | 21-Feb-2003 | Registered | United Kingdom | 07 Int. | Trikon Technologies Ltd |
| MORI | 76/526247 | 27-Jun-2003 | 2914239 | 28-Dec-2004 | Registered | United States of America | 07 Int. | Trikon Technologies Ltd |
| OMEGA | 2298781 | 24-Apr-2002 | 2298781 | 24-Apr-2002 | Registered | United Kingdom | 07 Int. | Trikon Technologies Ltd |
| OMEGA | 74/591079 | 27-Oct-1994 | 1980557 | 18-Jun-1996 | Registered | United States of America | 09 Int. | Trikon Technologies Ltd |

CONFIRMATORY GLOBAL IP (NON-ATL)

| | | | | | | | | |
|-------------------|------------|-------------|------------|-------------|------------|---------------------------|------------------|-------------------------|
| OMEGA | 76/460102 | 17-Oct-2002 | 2982576 | 09-Aug-2005 | Registered | United States of America | 07 Int. | Trikon Technologies Ltd |
| OMEGA 2 | 762078 | 07-Nov-1988 | 1639537 | 02-Apr-1991 | Registered | United States of America | 07 Int. | Trikon Technologies Ltd |
| ORION | 30703367.8 | 19-Jan-2007 | 30703367.8 | 25-May-2007 | Registered | Germany | 07 Int., 17 Int. | Aviza Technology Ltd |
| OMEGA-ETCH | 1313081 | 10-Jun-1987 | 1313081 | 10-Jun-1987 | Registered | United Kingdom | 07 Int., 17 Int. | Trikon Technologies Ltd |
| ORION | 2272746 | 16-Jun-2001 | 2272746 | 16-Jun-2001 | Registered | United Kingdom | 07 | Trikon Technologies Ltd |
| SIGMA | 2004824 | 16-Dec-1994 | 2004824 | 16-Dec-1994 | Registered | United Kingdom | 09 Int. | Trikon Technologies Ltd |
| SIGMA | 2298782 | 24-Apr-2002 | 2298782 | 24-Apr-2002 | Registered | United Kingdom | 07 Int. | Trikon Technologies Ltd |
| SIGMA | 76/460101 | 17-Oct-2002 | 2878421 | 31-Aug-2004 | Registered | United States of America | 07 Int. | Trikon Technologies Ltd |
| SOFT SPUTTER ETCH | 1464631 | 18-May-1991 | B1464631 | 18-May-1991 | Registered | United Kingdom | 09 Int. | Trikon Technologies Ltd |
| TRIKON | 9800082453 | 22-Jul-1998 | 1427047 | 28-Jul-2000 | Registered | China (People's Republic) | 07 Int. | Trikon Technologies Ltd |
| TRIKON | 000728428 | 22-Jan-1998 | 000728428 | 22-Jan-1998 | Registered | European Community | 07 Int., 09 Int. | Trikon Technologies Ltd |
| TRIKON | 18375/98 | 21-Jul-1998 | 492292 | 02-May-2001 | Registered | Korea, Republic of | 07 Int., 09 Int. | Trikon Technologies Ltd |
| TRIKON | 2000-67 | 08-Feb-2000 | | | Pending | Korea, Republic of | 07 Int., 09 Int. | Trikon Technologies Ltd |
| TRIKON | 87/035399 | 21-Jul-1998 | 1009074 | 31-Jul-2002 | Registered | Taiwan | 07 Int. | Trikon Technologies Ltd |
| TRIKON | 87/035400 | 21-Jul-1998 | 932910 | 28-Feb-2001 | Registered | Taiwan | 09 Int. | Trikon Technologies Ltd |
| TRIKON | 75/524129 | 21-Jul-1998 | 2754694 | 26-Aug-2003 | Registered | United States of America | 07 Int., 09 Int. | Trikon Technologies Ltd |

SCHEDULE 4

| Trademark | Application Number | Filing Date | Registration Number | Registration Date | Status | Country | Class | Owner |
|-----------|--------------------|-------------|---------------------|-------------------|------------|--------------------------|------------------|---------------------------|
| Hi-Fill | 39622263.3 | 15-May-1996 | 39622263 | 15-May-1996 | Registered | Germany | 07 Int., 09 Int. | Trikon Equipments Limited |
| Hi-Fill | 59170 | 03-Jun-1996 | 4130099 | 27-Mar-1998 | Registered | Japan | 07 Int. | Trikon Equipments Limited |
| ORION | 30165621 | 13-Nov-2001 | 30165621 | 20-Feb-2002 | Registered | Germany | 07 Int., 17 Int. | Trikon Equipments Limited |
| ORION | 76/341761 | 27-Nov-2001 | 2958950 | 07-Jun-2005 | Registered | United States of America | 17 Int. | Trikon Equipments Limited |

SCHEDULE 5

| App No. | Filing Date | Patent No. | Country |
|----------------|-------------|------------|---------------------------|
| 200680037785.3 | 11 Oct 2006 | | China (People's Republic) |
| 06794716.8 | 11 Oct 2006 | | European Patent |

CONFIRMATORY GLOBAL IP (NON-ATL)

| | | | Convention |
|----------------|-------------|--|---------------------------|
| 2008-535089 | 11 Oct 2006 | | Japan |
| 2008-7007381 | 11 Oct 2006 | | Korea, Republic of |
| 12/089899 | 11 Oct 2006 | | United States of America |
| 0816186.1 | 5 Sep 2008 | | United Kingdom |
| 61/081463 | 17 Jul 2008 | | United States of America |
| 10017233.4 | 06-Apr-2000 | | Germany |
| 2000-115804 | 11-Apr-2000 | | Japan |
| 10022224.2 | 08-May-2000 | | Germany |
| 2000-142308 | 10-May-2000 | | Japan |
| 10054115.1 | 31-Oct-2000 | | Germany |
| 2000-337486 | 06-Nov-2000 | | Japan |
| 10117719.4 | 09-Apr-2001 | | Germany |
| 2001-117280 | 16-Apr-2001 | | Japan |
| 10195143.4 | 21-Dec-2001 | | Germany |
| GB01/05795 | 21-Dec-2001 | | Patent Cooperation Treaty |
| 60/391971 | 28-Jun-2002 | | United States of America |
| 10393038.8 | 11-Aug-2003 | | Germany |
| 2004-527057 | 11-Aug-2003 | | Japan |
| 60/391974 | 28-Jun-2002 | | United States of America |
| 102004002243 | 15-Jan-2004 | | Germany |
| 10/760464 | 21-Jan-2004 | | United States of America |
| 102004010354 | 03-Mar-2004 | | Germany |
| 2004-67518 | 10-Mar-2004 | | Japan |
| 102004014718.3 | 25-Mar-2004 | | Germany |
| 2004-113316 | 07-Apr-2004 | | Japan |
| 2004-369286 | 21-Dec-2004 | | Japan |
| 102005023904 | 24-May-2005 | | Germany |
| 11/137430 | 26-May-2005 | | United States of America |
| 11/143953 | 03-Jun-2005 | | United States of America |
| 102005052027 | 31-Oct-2005 | | Germany |
| 0521968.8 | 28-Oct-2005 | | United Kingdom |

CONFIRMATORY GLOBAL IP (NON-ATL)

| | | | |
|----------------|-------------|---------|----------------------------|
| 102005049233.9 | 14-Oct-2005 | | Germany |
| 2005-299954 | 14-Oct-2005 | | Japan |
| 0521001.8 | 17-Oct-2005 | | United Kingdom |
| 11/247199 | 12-Oct-2005 | | United States of America |
| 200780027492.1 | 06-Jul-2007 | | China (People's Republic) |
| 07766170.0 | 06-Jul-2007 | | European Patent Convention |
| 2009-520032 | 06-Jul-2007 | | Japan |
| GB07/002537 | 06-Jul-2007 | | Patent Cooperation Treaty |
| 12/309460 | 06-Jul-2007 | | United States of America |
| 200780027453.1 | 06-Jul-2007 | | China (People's Republic) |
| 07733491.0 | 06-Jul-2007 | | European Patent Convention |
| 2009-520035 | 06-Jul-2007 | | Japan |
| GB07/002550 | 06-Jul-2007 | | Patent Cooperation Treaty |
| 12/309461 | 06-Jul-2007 | | United States of America |
| 200780027484.7 | 12-Jul-2007 | | China (People's Republic) |
| 07766199.9 | 12-Jul-2007 | | European Patent Convention |
| 2009-520038 | 12-Jul-2007 | | Japan |
| GB07/002614 | 12-Jul-2007 | | Patent Cooperation Treaty |
| 12/309460 | 12-Jul-2007 | | United States of America |
| GB09/000750 | 20-Mar-2009 | | Patent Cooperation Treaty |
| 0805328.2 | 25-Mar-2008 | | United Kingdom |
| 61/045567 | 16-Apr-2008 | | United States of America |
| 0901157.8 | 26-Jan-2009 | | United Kingdom |
| 301880/99 | 25-Oct-1999 | | Japan |
| GB99/04280 | 16-Dec-1999 | | Patent Cooperation Treaty |
| 2000-005744 | 06-Jan-2000 | | Japan |
| 9927550.5 | 2 Jun 1998 | 2340659 | United Kingdom |
| 150669 | 2 Jun 1998 | 6256186 | United States of America |
| 0216711.2 | 4 Dec 2001 | 2375432 | United Kingdom |
| 0207154.6 | 27 Mar 2002 | 2374728 | United Kingdom |
| 106823 | 27 Mar 2002 | 6649527 | United States of America |
| 10/182869 | 4 Dec 2001 | 6876534 | United States of America |

CONFIRMATORY GLOBAL IP (NON-ATL)

| | | | |
|-------------|-------------|-----------|---------------------------|
| 0416549.4 | 4 Feb 2003 | 2401375 | United Kingdom |
| 10/364343 | 12 Feb 2003 | 6709556 | United States of America |
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| 0309001.6 | 22 Apr 2003 | 2387964 | United Kingdom |
| 10/419113 | 21 Apr 2003 | 6876154 | United States of America |
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| 0315895.3 | 17 Dec 1998 | 2387023 | United Kingdom |
| 19983134.3 | 16 Dec 1999 | 19983134 | Germany |
| 673081 | 16 Dec 1999 | 6495963 | United States of America |
| 0009565.3 | 19 Apr 2000 | 2361587 | United Kingdom |
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CONFIRMATORY GLOBAL IP (NON-ATL)

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| 10/242762 | 13 Sep 2002 | 6929831 | United States of America |
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|----------------|-------------|---------------|----------------------------|
| 10195142.6 | 04-Dec-2001 | | Germany |
| GB01/05357 | 04-Dec-2001 | | Patent Cooperation Treaty |
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| 200680027426.X | 12-Jul-2006 | | China (People's Republic) |
| 06764923.6 | 12-Jul-2006 | | European Patent Convention |
| 2008-524569 | 12-Jul-2006 | | Japan |
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| 11/997737 | 12-Jul-2006 | | United States of America |
| 0901107.3 | 23-Jan-2009 | | United Kingdom |
| 0901107.3 | 23-Jan-2009 | | United Kingdom |
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CONFIRMATORY GLOBAL IP (NON-ATL)

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| 2001-121016 | 19-Apr-2001 | | Japan |

| App Number | Filing Date | PatNumber | Country |
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| 699577 | 14-May-1991 | 5183402 | United States of America |
| 205010/91 | 15-May-1991 | 3267987 | Japan |
| 9908882.5 | 20-Apr-1999 | 2349392 | United Kingdom |
| 2000-0018793 | 11-Apr-2000 | 657097 | Korea, Republic of |
| 09/548014 | 12-Apr-2000 | 6831010 | United States of America |
| 654404 | 12-Apr-2000 | 6905962 | United States of America |
| 9910724.5 | 11-May-1999 | 2350374 | United Kingdom |
| 568987 | 11-May-2000 | 6533868 | United States of America |
| 9926114.1 | 04-Nov-1999 | 2357371B | United Kingdom |
| 704714 | 03-Nov-2000 | 6402907 | United States of America |
| 0009139.7 | 14-Apr-2000 | 2361244 | United Kingdom |
| 2001-17515 | 03-Apr-2001 | 740748 | Korea, Republic of |
| 90108642 | 11-Apr-2001 | 1287850 | Taiwan |
| 01116607.X | 13-Apr-2001 | 01116607.X | China (People's Republic) |
| 10/336923 | 06-Jan-2003 | 6936481 | United States of America |
| 0311038.4 | 04-Dec-2001 | 2386128 | United Kingdom |
| 0216179.2 | 21-Dec-2001 | 2375117B | United Kingdom |
| 0328109.4 | 20-Jun-2002 | 2392676 | United Kingdom |

CONFIRMATORY GLOBAL IP (NON-ATL)

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| 91114193 | 27-Jun-2002 | 185911 | Taiwan |
| 91114189 | 27-Jun-2002 | 1303462 | Taiwan |
| 2003-514971 | 15-Jul-2002 | 4181035 | Japan |
| 0400103.8 | 15-Jul-2002 | 2393189 | United Kingdom |
| 91116048 | 18-Jul-2002 | 1294918 | Taiwan |
| 10/483805 | 15-Jul-2002 | 7129161 | United States of America |
| 91132105 | 29-Oct-2002 | 192332 | Taiwan |
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| 367850 | 19-Feb-2003 | 6860975 | United States of America |
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| 0309998.3 | 01-May-2003 | 2390376 | United Kingdom |
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| 0314514.1 | 23-Jun-2003 | 2390378 | United Kingdom |
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| 0426889.2 | 08-Dec-2004 | 2409581 | United Kingdom |
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| 09/477819 | 05-Jan-2000 | 6660140 | United States of America |

| Reference | Title | Country | Status |
|-----------|--------------------------------------|--------------------------|---------|
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| DBN.209 | A Method of Plasma Vapour Deposition | United States of America | Pending |

SCHEDULE 6

| App No. | Filing Date | Patent No. | Country |
|--------------|-------------|--------------|---------------------------|
| ZL01810986.1 | 18 Jul 2001 | ZL01810986.1 | China (People's Republic) |
| 224233.7 | 18 Jul 2001 | 2377228 | United Kingdom |
| 10/275439 | 18 Jul 2001 | 7378001 | United States of America |
| 90118300 | 26 Jul 2001 | 1296813 | Taiwan |
| 10196150.2 | 18 Jul 2001 | | Germany |
| 2002-7016502 | 4 Apr 2002 | 890664 | Korea, Republic of |
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SCHEDULE 7

CONFIRMATORY GLOBAL IP (NON-ATL)

| App No. | Filing Date | Patent No. | Country |
|------------|-------------|------------|----------------------------|
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| 637599 | 25 Apr 1996 | 5755512 | United States of America |
| 19882475.5 | 25 Jun 1998 | 19882475 | Germany |
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| 9719764.4 | 18 Sep 1997 | 2329515 | United Kingdom |
| 152673 | 14 Sep 1998 | 6188563 | United States of America |
| 92924773.2 | 2 Dec 1992 | 650536 | European Patent Convention |
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CONFIRMATORY GLOBAL IP (NON-ATL)

| | | | |
|------------|----------------|------------|---------------------------|
| 9724440.4 | 20 Nov 1997 | 2319533 | United Kingdom |
| 97126177.6 | 21 Nov 1997 | 97126177.6 | China (People's Republic) |
| 975705 | 21 Nov 1997 | 6174823 | United States of America |
| GB98/01859 | 25 Jun 1998 | | Patent Cooperation Treaty |
| 9-321638 | 21 Nov 1997 | | Japan |

SCHEDULE 8

| App No. | Filing Date | Patent No. | Country |
|------------|----------------|------------|-------------------------------|
| 92905727.1 | 4 Feb 1992 | 570484 | European Patent Convention |
| 92905727.1 | 4 Feb 1992 | 570484 | France |
| 92905727.1 | 4 Feb 1992 | 69218924.6 | Germany |
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| 07/545636 | 29 Jun 1990 | 5091049 | United States of America |

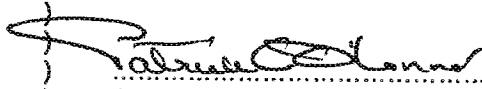
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|------------|----------------|------------|-------------------------------|
| 365533 | 13 Jun 1989 | 4990229 | United States of America |
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| 07/650788 | 4 Feb 1991 | 5122251 | United States of America |
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| 90610041.7 | 12 Jun 1990 | 403418 | European Patent Convention |
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| 90610041.7 | 12 Jun 1990 | 403418 | United Kingdom |
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| | | | |
| US92/00976 | 04-Feb-92 | | Patent Cooperation Treaty |

CONFIRMATORY GLOBAL IP (NON-ATL)

Signed by the parties or their duly authorised representatives on the day and year first above written.

Signed for and on behalf of
AVIZA TECHNOLOGY, INC.
by a duly authorised signatory


Patrick C. O'Connor
Chief Financial Officer


Signed for and on behalf of
AVIZA, INC.
by a duly authorised signatory


Patrick C. O'Connor
Chief Financial Officer

Signed for and on behalf of
AVIZA TECHNOLOGY
INTERNATIONAL, INC.
by a duly authorised signatory


Jerauld J. Cutini
Chief Executive Officer

Signed for and on behalf of
AVIZA, INC. (formerly known as
THERMAL ACQUISITION
CORP)
by a duly authorised signatory


Patrick C. O'Connor
Chief Financial Officer

Signed for and on behalf of
TRIKON TECHNOLOGIES, INC.
by a duly authorised signatory

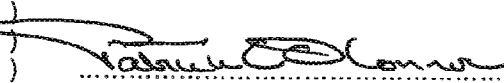

Jerauld J. Cutini
Chief Executive Officer

Signed for and on behalf of
AVIZA EUROPE LIMITED
by a duly authorised signatory

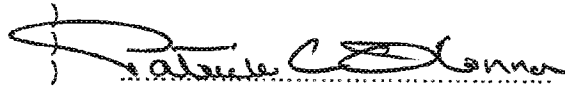

Patrick C. O'Connor
Director

CONFIRMATORY GLOBAL IP (NON-ATL)

Signed for and on behalf of
TRIKON EQUIPMENTS LIMITED
by a duly authorised signatory

)
) 
)
) Patrick C. O'Connor
) Director

Signed for and on behalf of
TRIKON TECHNOLOGIES
LIMITED
by a duly authorised signatory

)
) 
)
) Patrick C. O'Connor
) Director

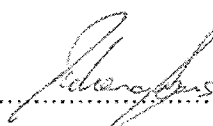
CONFIRMATORY GLOBAL IP (NON-ATL)

Signed for and on behalf of
SPP PROCESS TECHNOLOGY
SYSTEMS UK LIMITED
by a duly authorised signatory

)
)
)
)
)
)

.....
(Signature)

.....
(Name and Title)



RICHARD REES, DIRECTOR

Confirmatory TM Assignment -- ATI

Date: 2009

Parties:

- (1) "The Assignor" : **AVIZA TECHNOLOGY, INC** a Delaware Corporation of 440 Kings Village Road, Scotts Valley, CA 95066, USA
- (2) "The Assignee" : **ST SYSTEMS USA, INC** (registered company number C1951172) of 611 Veterans Blvd, Suite 107, Redwood City, CA 94063, USA

Recitals:

- (A) The Assignor is the registered proprietor and beneficial owner of the registered Trade Marks and Trade Mark applications set out in the Schedule hereto (hereinafter called the "Trade Marks") all of which stand or are proceeding in the name of the Assignor.
- (B) The Assignor has agreed to assign the Trade Marks to the Assignee on the terms and conditions set out in this Assignment.

Operative Provisions:


1. In consideration for the payment of Ten Pounds Sterling (£10.00) by the Assignee to the Assignor, receipt of which is hereby acknowledged, the Assignor HEREBY ASSIGNS and transfers with full title guarantee to the Assignee free from incumbrances:
 - 1.1. all its right, title and interest in the Trade Marks with the goodwill attaching to the Trade Marks and the goodwill of the business in which the Trade Marks have been used by the Assignor, together with any unregistered trade marks and associated goodwill, together with
 - 1.2. all statutory and common law rights attaching to the Trade Marks including all rights and remedies in respect of any infringements of the Trade Marks whether committed before or after the date of this Assignment and any damages obtained as a result of such action.
2. Execution: This Agreement may be executed in one or more counterparts each of which shall for all purposes be deemed to be an original and all of which shall constitute one and the same instrument.

SCHEDULE

| Trademark. | Application Number | Filing Date | Registration Number | Registration Date | Status | Country | Class | Owner |
|------------------|--------------------|-------------|---------------------|-------------------|------------|-----------------------------|---------|-----------------------|
| AVIZA | 78932831 | 19-Jul-2006 | 3383310 | 12-Feb-2008 | Registered | United States of America | 07 Int. | Aviza Technology Inc. |
| AVIZA TECHNOLOGY | 78944623 | 03-Aug-2006 | 3242479 | 15-May-2007 | Registered | United States of America | 07 Int. | Aviza Technology Inc. |
| MONOBLOK | | 25-Jun-2007 | 930070 | 25-Jun-2007 | Protected | European Community | 07 Int. | Aviza Technology Inc. |
| MONOBLOK | 95584386 | 10-Aug-1995 | 95584386 | 10-Aug-1995 | Renewed | France | | Aviza Technology Inc. |
| MONOBLOK | 39532337 | 07-Aug-1995 | 39532337 | 24-Sep-1996 | Renewed | Germany | | Aviza Technology Inc. |
| MONOBLOK | | 25-Jun-2007 | 930070 | 25-Jun-2007 | Filed | Int'l Reg - Madrid Protocol | 07 Int. | Aviza Technology Inc. |
| MONOBLOK | M195C006369 | 24-Aug-1995 | 729915 | 16-Oct-1997 | Lapsed | Italy | | Aviza Technology Inc. |
| MONOBLOK | 7086581 | 23-Aug-1995 | 4430637 | 02-Nov-2000 | Registered | Japan | | Aviza Technology Inc. |
| MONOBLOK | 3059995 | 08-Aug-1995 | 366843 | 27-Jun-1997 | Abandoned | Korea, Republic of | | Aviza Technology Inc. |
| MONOBLOK | | 25-Jun-2007 | 930070 | 25-Jun-2007 | Filed | Korea, Republic of | 07 Int. | Aviza Technology Inc. |
| MONOBLOK | T9507284Z | 07-Aug-1995 | T9507284Z | 22-Dec-2000 | Renewed | Singapore | | Aviza Technology Inc. |
| MONOBLOK | 84040393 | 10-Aug-1995 | 769831 | 01-Aug-1997 | Renewed | Taiwan | 07 Int. | Aviza Technology Inc. |
| MONOBLOK | 2029585 | 07-Aug-1995 | 2029585 | 07-Aug-1995 | Registered | United Kingdom | | Aviza Technology Inc. |
| MONOBLOK | 74575220 | 19-Sep-1994 | 2065449 | 27-May-1997 | Renewed | United States of America | 07 Int. | Aviza Technology Inc. |
| MONOBLOK | MI/2006/2129 | 24-Feb-2006 | | | | Italy | 09 Int. | Aviza Technology Inc. |

Confirmatory TM Assignment – ATI

Signed by the parties or their duly authorised representatives on the day and year first above written.

Signed for and on behalf of)
AVIZA TECHNOLOGY, INC) (Signature)
by a duly authorised signatory) 
)
) (Patrick C. O'Connor)
) (Chief Financial Officer)

Confirmatory Patent Assignment - ATI

Signed for and on behalf of
ST Systems USA, INC

by a duly authorised signatory

)
) (Signature)
)

)
) (Name and Title)
)

Date: 2009

Parties:

- (1) **AVIZA TECHNOLOGY, INC** a Delaware Corporation of 440 Kings Village Road, Scotts Valley, CA 95066, USA
- (2) **AVIZA, INC** (formerly known as Thermal Acquisition Corp) a Delaware Corporation
- (3) **AVIZA TECHNOLOGY INTERNATIONAL, INC** a Delaware Corporation
- (4) **TRIKON TECHNOLOGIES, INC** (formerly known as Plasma & Materials Technologies, Inc) of 9255 Deeming Avenue, Chatsworth, CA 91311, USA
- (5) **AVIZA EUROPE LIMITED** (formerly known as Trikon Holdings Limited), a company registered in England and Wales under company number 03246908 with its registered office at Coed Rhedyn, Ringland Way, Newport, Gwent NP18 2TA, United Kingdom
- (6) **TRIKON EQUIPMENTS LIMITED**, a company registered in England and Wales under company number 00939289 with its registered office at Coed Rhedyn, Ringland Way, Newport, Gwent NP18 2TA, United Kingdom
- (7) **TRIKON TECHNOLOGIES LIMITED** a company registered in England and Wales under company number 01571620 with its registered office at Coed Rhedyn, Newport, Gwent, NP18 2TA, United Kingdom

the Parties (1) to (7) collectively being known as "The Assignors", and

- (8) "The Assignee": **ST SYSTEMS USA, INC** (registered company number C1951172) of 611 Veterans Blvd, Suite 107, Redwood City, CA 94063, USA

Recitals:

- (A) The Assignors are, collectively, the beneficial owners of patents, patent applications, trade marks, trade mark applications, copyright registrations, and domain names listed in the Schedules hereto (hereinafter called the "IP Rights").

- (B) The Assignor has agreed to assign the IP Rights to the Assignee for the consideration hereinafter mentioned.

Operative Provisions:

In consideration for the payment of Ten Pounds Sterling (£10.00) by the Assignee to the Assignor receipt of which is hereby acknowledged:

1. The Assignor HEREBY ASSIGNS with full title guarantee to the Assignee free from incumbrances:
 - 1.1. all its right, title and interest in and to the IP Rights or any derivatives thereof (such as divisional patent applications and continuation patent applications) together with all rights and powers arising from or accrued from the same including the right to sue for damages and other remedies in respect of any infringement of such rights whether committed before or after the date of this Agreement;
 - 1.2. the goodwill attaching to the trade marks (and trade mark applications), the goodwill of the business in which the trade marks (and trade mark applications) have been used by the Assignor, together with any unregistered trade marks and associated goodwill;
 - 1.3. the right to apply for, prosecute and obtain patent or similar protection throughout the world in respect of the inventions claimed in the IP Rights including the right to claim priority therefrom.
2. The Assignor further covenants with the Assignee that at the request of the Assignee it will at all times after the date of this Assignment do all such acts and execute all such documents as may reasonably be necessary or desirable both to secure the vesting in the Assignee of all rights assigned to the Assignee hereunder and to assist in the resolution of any question concerning the IP Rights.
3. Execution: This Agreement may be executed in one or more counterparts each of which shall for all purposes be deemed to be an original and all of which shall constitute one and the same instrument.

SCHEDULE 1

US Copyright Registrations

| <u>Date</u> | <u>Title</u> | <u>Copyright No.</u> |
|-------------|---|----------------------|
| 1/31/86 | WF-988 Microprocessor based temperature controller | TX-1-763-147 |
| 1/31/86 | WJ-989 Watkins-Johnson furnace monitoring system | TX-1-763-148 |
| <u>Date</u> | <u>Title</u> | <u>Copyright No.</u> |
| 4/13/87 | WJ-999 CVD Series | TX-2-048-882 |
| 5/11/89 | Watkins-Johnson Scotts Valley Plant : our formula for excellence is the quality improvement process | TX-2-564-897 |
| 10/10/89 | Watkins-Johnson furnace monitoring system: WJ-989 | TX-2-664-119 |
| 11/13/89 | Watkins-Johnson Scotts Valley Plant: our formula for excellence is the quality improvement process | TX-2-692-946 |
| 5/21/90 | Watkins-Johnson CVD Series | TX-2-853-609 |
| 1/11/91 | Watkins-Johnson Company Scotts Valley Plant employee recognition | TX-2-994-320 |
| 6/25/99 | WJ-1500APCVD System : continuous 200mm water processing | TX-5-000-558 |

SCHEDULE 2

Domain Names

1. aviza.be
2. aviza.biz
3. aviza.cn
4. aviza.co.nz
5. aviza.co.uk
6. aviza.com.tw
7. aviza.de
8. aviza.info
9. aviza.net
10. aviza.tv
11. aviza.tw
12. aviza.us
13. avizainc.com
14. avizainc.net
15. avizasupport.com

Confirmatory Global IP Assignment Non-ATL to STSI

16. avizasupport.net
17. avizasystems.com
18. avizatech.com
19. avizatechnologies.com
20. avizatechnology.com
21. eaviza.com
22. myaviza.com
23. myaviza.info
24. myaviza.net

SCHEDULE 3

Domain Names

1. avizatechnology.eu
2. trikon.com
3. trikontechnologies.co.uk
4. trikontechnologies.com
5. trikontechnologies.net
6. trikontechnologies.org
7. trkn.com

SCHEDULE 4

| Trademark. | Application Number | Filing Date | Registration Number | Registration Date | Status | Country | Class | Owner |
|------------------|--------------------|-------------|---------------------|-------------------|------------|-----------------------------|---------|-----------------------|
| AVIZA | 78932831 | 19-Jul-2006 | 3383310 | 12-Feb-2008 | Registered | United States of America | 07 Int. | Aviza Technology Inc. |
| AVIZA TECHNOLOGY | 78944623 | 03-Aug-2006 | 3242479 | 15-May-2007 | Registered | United States of America | 07 Int. | Aviza Technology Inc. |
| MONOBLOK | | 25-Jun-2007 | 930070 | 25-Jun-2007 | Protected | European Community | 07 Int. | Aviza Technology Inc. |
| MONOBLOK | 95584386 | 10-Aug-1995 | 95584386 | 10-Aug-1995 | Renewed | France | | Aviza Technology Inc. |
| MONOBLOK | 39532337 | 07-Aug-1995 | 39532337 | 24-Sep-1996 | Renewed | Germany | | Aviza Technology Inc. |
| MONOBLOK | | 25-Jun-2007 | 930070 | 25-Jun-2007 | Filed | Int'l Reg - Madrid Protocol | 07 Int. | Aviza Technology Inc. |
| MONOBLOK | M195C006369 | 24-Aug-1995 | 729915 | 16-Oct-1997 | Lapsed | Italy | | Aviza Technology Inc. |
| MONOBLOK | 7086581 | 23-Aug-1995 | 4430637 | 02-Nov-2000 | Registered | Japan | | Aviza Technology Inc. |
| MONOBLOK | 3069995 | 08-Aug-1995 | 366843 | 27-Jun-1997 | Abandoned | Korea, Republic of | | Aviza Technology Inc. |
| MONOBLOK | | 25-Jun-2007 | 930070 | 25-Jun-2007 | Filed | Korea, Republic of | 07 Int. | Aviza Technology Inc. |
| MONOBLOK | T9507284Z | 07-Aug-1995 | T9507284Z | 22-Dec-2000 | Renewed | Singapore | | Aviza Technology Inc. |
| MONOBLOK | 84040393 | 10-Aug-1995 | 769831 | 01-Aug-1997 | Renewed | Taiwan | 07 Int. | Aviza Technology Inc. |

Confirmatory Global IP Assignment Non-ATL to STSI

| | | | | | | | | |
|----------|-------------|-------------|---------|-------------|------------|--------------------------|---------|-----------------------|
| MONOBLOK | 2029585 | 07-Aug-1995 | 2029585 | 07-Aug-1995 | Registered | United Kingdom | | Aviza Technology Inc. |
| MONOBLOK | 74575220 | 19-Sep-1994 | 2065449 | 27-May-1997 | Renewed | United States of America | 07 Int. | Aviza Technology Inc. |
| MONOBLOK | M/2006/2129 | 24-Feb-2006 | | | | Italy | 09 Int. | Aviza Technology Inc. |

SCHEDULE 5

| Country | Application Number | Filing Date | Patent Number |
|---------|--------------------|-------------|---------------|
| US | 07/386,903 | 28-Jul-1989 | 4,993,358 |
| US | 07/601,408 | 23-Oct-1990 | 5,029,471 |
| US | 07/601,270 | 22-Oct-1990 | 5,078,922 |
| TW | 79106834 | 15-Aug-1990 | 051810 |
| US | 07/570,122 | 17-Aug-1990 | 5,088,773 |
| US | 07/513,807 | 24-Apr-1990 | 5,113,789 |
| US | 07/668,858 | 13-Mar-1991 | 5,122,391 |
| US | 07/542,243 | 21-Jun-1990 | 5,136,975 |
| US | 08/621,772 | 22-Mar-1996 | 5,683,516 |
| JP | 7-181702 | 18-Jul-1995 | 2790437 |
| US | 08/704,227 | 27-Aug-1996 | 5,786,278 |
| US | 09/008,024 | 16-Jan-1998 | 5,849,088 |
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| US | 08/976,928 | 24-Nov-1997 | 5,944,900 |
| JP | 2-216935 | 17-Aug-1990 | 2973490 |
| DE | 95304783.4 | 10-Jul-1995 | DE69513104 |
| EP | 95304783.4 | 10-Jul-1995 | 0697376 |
| FR | 95304783.4 | 10-Jul-1995 | 0697376 |
| IT | 95304783.4 | 10-Jul-1995 | 0697376 |
| TW | 84100288 | 13-Jan-1995 | 106107 |
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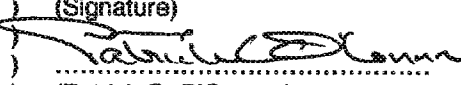
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Signed by the parties or their duly authorised representatives on the day and year first above written.

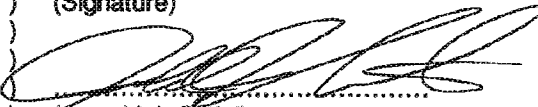
Signed for and on behalf of
AVIZA TECHNOLOGY, INC
by a duly authorised signatory

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(Signature)

)
(Patrick C. O'Connor)
) (Chief Financial Officer)

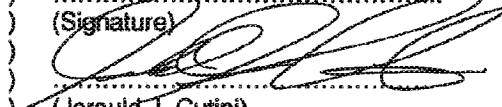
Signed for and on behalf of
AVIZA, INC
by a duly authorised signatory

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(Patrick C. O'Connor)
) (Chief Financial Officer)


Signed for and on behalf of
AVIZA TECHNOLOGY
INTERNATIONAL, INC
by a duly authorised signatory

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(Signature)

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(Jerauld J. Cutini)
) (Chief Executive Officer)

Signed for and on behalf of
TRIKON TECHNOLOGIES, INC
by a duly authorised signatory

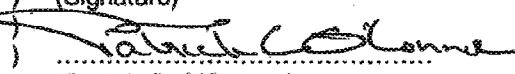
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(Signature)

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(Jerauld J. Cutini)
) (Chief Executive Officer)

Signed for and on behalf of
AVIZA EUROPE LIMITED
by a duly authorised signatory


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(Signature)

)
(Patrick C. O'Connor)
) (Director)

Confirmatory Global IP Assignment Non-ATL to STSI

Signed for and on behalf of
TRIKON EQUIPMENTS LIMITED
by a duly authorised signatory

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) (Signature)
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)
) (Patrick C. O'Connor)
) (Director)

Signed for and on behalf of
TRIKON TECHNOLOGIES LIMITED
by a duly authorised signatory

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) (Signature)
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)
) (Patrick C. O'Connor)
) (Director)

Confirmatory Global IP Assignment Non-ATL to STSI

Signed for and on behalf of
ST Systems USA, INC

by a duly authorised signatory

) 

) (Signature)

) *RICHARD REES, DIRECTOR*

) (Name and Title)

Date: 27TH November 2009

Parties:

- (1) "The Assignor" : **AVIZA TECHNOLOGY UK LIMITED** (formerly known inter alia as Aviza Technology Limited, Trikon Technologies Limited and Electrotech Limited) a company registered in England and Wales under company number 01373344 with its registered office at Coed Rhedyn, Ringland Way, Newport, Gwent NP18 2TA, United Kingdom
- (2) "The Assignee" : **SPP PROCESS TECHNOLOGY SYSTEMS UK LIMITED** a company registered in England and Wales under company number 07037812 with its registered office at c/o Surface Technology Systems plc, Imperial Park, Newport, Wales NP10 8UJ, United Kingdom.

Recitals:

- (A) The Assignor is the registered proprietor and beneficial owner of US provisional patent application number 61/205,764, filed on 23 January 2009 and entitled 'A Method Of Plasma Etching And Carriers For Use In Such Methods' (hereinafter called the "Patent Application").
- (B) The Assignor has agreed to assign the Patent Application to the Assignee for the consideration hereinafter mentioned.

Operative Provisions:

In consideration for the payment of Ten Pounds Sterling (£10.00) by the Assignee to the Assignor receipt of which is hereby acknowledged:

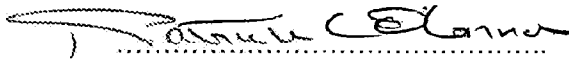
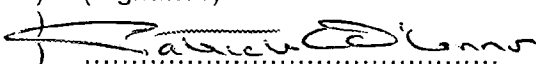
1. The Assignor HEREBY ASSIGNS with full title guarantee to the Assignee free from incumbrances:
 - 1.1. all its right, title and interest in and to the Patent Application or any derivatives thereof (such as divisional patent applications and continuation patent applications) together with all rights and powers arising from or accrued from the same including the right to sue for damages and other remedies in respect of any infringement of such rights whether committed before or after the date of this Agreement;
 - 1.2. the right to apply for, prosecute and obtain patent or similar protection throughout the world in respect of the inventions claimed in the Patent Application including the right to claim priority therefrom.

The Assignor further covenants with the Assignee that at the request of the Assignee it will at all times after the date of this Assignment do all such acts and execute all such documents as may reasonably be necessary or desirable both to secure the vesting in the Assignee of all rights assigned to the Assignee hereunder and to assist in the resolution of any question concerning the Patent Application.

2.1. Execution: This Agreement may be executed in one or more counterparts each of which shall for all purposes be deemed to be an original and all of which shall constitute one and the same instrument.

Signed by the parties or their duly authorised representatives on the day and year first above written.


Signed for and on behalf of
AVIZA TECHNOLOGY UK LIMITED
by a duly authorised signatory


) 
) (Signature)
) 
)
) (Patrick C. O'Connor)
) (Director)

Confirmatory Patent Assignment of US61/205,764 – ATL to SPTSUK

Signed for and on behalf of
SPP PROCESS TECHNOLOGY
SYSTEMS UK LIMITED
by a duly authorised signatory

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(Signature)


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(Richard Rees)
(Director)