

PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

EPAS ID: PAT3376667

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JOHN KORBLER	02/19/2009
RICHARD NOVAK	04/14/2009
RECEIVING PARTY DATA	
Name:	AKRION SYSTEMS, LLC
Street Address:	6330 HEDGEWOOD DRIVE
Internal Address:	SUITE 150
City:	ALLENTOWN
State/Country:	PENNSYLVANIA
Postal Code:	18106
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14727116
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Phone:	215-735-9302
Email:	uspto@thebellesgroup.com
Correspondent Name:	THE BELLES GROUP, P.C.
Address Line 1:	1608 WALNUT STREET, SUITE 1302
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103
ATTORNEY DOCKET NUMBER:	AKR-002-US-CON-CIP-CON
NAME OF SUBMITTER:	MICHELE GREENBERG
SIGNATURE:	/mg/
DATE SIGNED:	06/01/2015
Total Attachments: 7	
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ASSIGNMENT

WHEREAS, we, John Korbler and Richard Novak, hereinafter referred to as the assignor(s), residing at 211 Mine Street, Mertztown, PA 19539 and 2000 Fountain Lane, Plymouth, MN 55447, respectively, are joint inventors of certain inventions or improvements for which we have made applications for Letters Patent to the United States identified as U.S. Provisional Patent Application Nos. 60/985,947, filed November 6, 2007 entitled Method and System for Processing a Substrate Using a Composite Transmitter and 61/034,142, filed March 5, 2008 entitled Acoustic Generating Device; and U.S. Patent Application No. 12/266,543, filed November 6, 2008, entitled Composite Transducer Apparatus and System for Processing a Substrate and Method of Constructing the Same; and

WHEREAS, Wafer Holdings, Inc., hereinafter referred to as the assignee, of 6330 Hedgewood Drive, Suite #150, Allentown, PA 18106, is desirous of acquiring the entire right, title and interest in and to the said inventions or improvements and in and to the said applications, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in any and all countries.

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

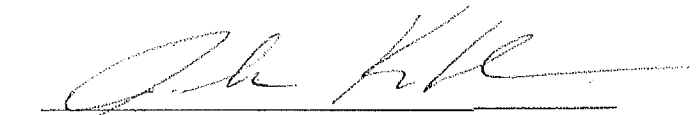
AND we hereby covenant that we have full right to convey the entire interest herein assigned and that we have not executed and will not execute any agreement in conflict herewith, and we further covenant and agree that we will each time request is made and without undue delay, execute and deliver all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

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

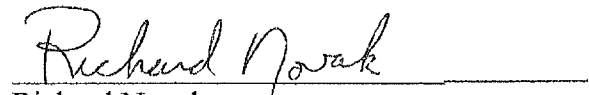
AND, I hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue to said assignee, as assignee of the entire right, title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

IN WITNESS WHEREOF, we have hereunto set our hand and seal.

2-19-09
Date


John Korbler
Inventor

4-14-09
Date


Richard Novak
Inventor

GENERAL ASSIGNMENT AND BILL OF SALE

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

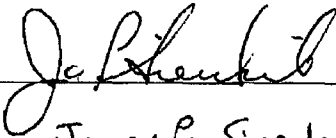
NEITHER REVOLVING AGENT NOR ANY REVOLVING LENDERS MAKEs ANY REPRESENTATION, WARRANTY, COVENANT OR UNDERTAKING, EXPRESS OR IMPLIED, WITH RESPECT TO THE EXISTENCE OF ANY SPECIFIC ITEMS CONSTITUTING THE PROPERTY OR THE QUANTITY THEREOF, OR THE COMPANY'S BUSINESS OR PROSPECTS, OR THE CONDITION, QUALITY,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

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

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

Dated this 16th day of June, 2009.

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

By: 

Name: James P. Sierakowski

Its: Vice President

SCHEDULE I

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

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

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

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

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