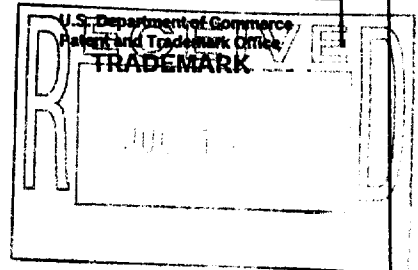


07-14-1999

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027



101088229



7-12-99

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

#### Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

#### Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger  Effective Date  
Month Day Year
- Change of Name
- Other

#### Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

#### Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

07/14/1999 DMGUYEN 00000032 75414916

FOR OFFICE USE ONLY

01 FC:481 40.00 OP  
02 FC:482 100.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20503  
TRADEMARK  
REEL: 001926 FRAME: 0716

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

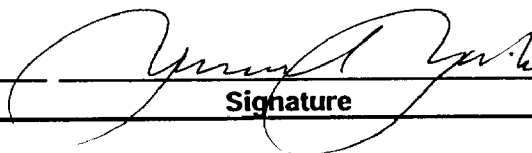
No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

TRACHEL PINTO

Name of Person Signing



Signature

7-6-99

Date Signed

## PATENT AND TRADEMARK SECURITY AGREEMENT

Patent and Trademark Security Agreement, dated as of June \_\_, 1999, by SUBMICRON SYSTEMS CORPORATION, a Delaware corporation, SUBMICRON SYSTEMS, INC., a Pennsylvania corporation, and SUBMICRON WET PROCESS STATIONS, INC., a California corporation (the "Debtors"), in favor of WILMINGTON TRUST COMPANY, a Delaware corporation, in its capacity as agent (the "Collateral Agent") for The KB Mezzanine Fund II, L.P., Celerity Silicon, L.L.C. and the Retained Executives (as defined in the Security Agreements referred to below) (collectively, the "Secured Parties");

WHEREAS, pursuant to that certain long-form Security Agreement and that certain long-form Patent and Trademark Security Agreement, each dated as of March 5, 1999, and each as amended by Amendment No. 1 thereto, by and among the Debtors, the Collateral Agent and the Secured Parties (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreements"), the Debtors have agreed to grant certain security interests to Collateral Agent as security for certain obligations owed to the Secured Parties;

WHEREAS, to evidence the grant of security as set forth in the Security Agreements, Debtors have undertaken to execute and deliver to the Collateral Agent, for the benefit of the Secured Parties, this Patent and Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtors hereby agree as follows:

- (1) **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreements.
- (2) **GRANT OF SECURITY INTEREST IN PATENT AND TRADEMARK COLLATERAL.** To secure the complete and timely payment and performance of all Obligations, Debtors hereby grant to the Collateral Agent, for the benefit of the

Secured Parties, but subject to a subordination agreement in favor of Greyrock Capital, a division of NationsCredit Commercial Corporation, a security interest in all of Debtors' right, title, goodwill and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent and Trademark Collateral"):

- (a) all of its patents and patent applications, patent rights, and rights to extend patents (whether owned or used, and whether pursuant to a license or otherwise) including those referred to on Schedule A hereto, as the same may be updated hereafter from time to time;
- (b) all of its trademarks and trademark registrations and applications, and trademark rights (whether owned or used, and whether pursuant to a license or otherwise) including those referred to on Schedule B hereto, as the same may be updated hereafter from time to time;
- (c) all reissues, continuations or extensions of the foregoing; and
- (d) all products, royalties and proceeds of the foregoing, including, without limitation, any claim by Debtors against third parties for past, present or future infringement or dilution of any patent or trademark rights and all payments under insurance, or any indemnity, warranty or guaranty payable with respect to any patent or trademark rights.

(3) SECURITY AGREEMENT. The security interests granted pursuant to this Patent and Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent, on behalf of itself and Secured Parties, pursuant to the Security Agreements. Debtors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent and Trademark Collateral made and granted hereby are more fully set forth in the Security Agreements, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Debtors have caused the Patent and Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SUBMICRON SYSTEMS, INC.

By: John W. Kujis

Its: VP FINANCE & CFO

Dated: July 1, 1999

SUBMICRON SYSTEMS  
CORPORATION

By: John W. Kujis

Its: VP FINANCE & CFO

Dated: July 1, 1999

SUBMICRON WET PROCESS  
STATIONS, INC.

By: John W. Kujis

Its: VP FINANCE & CFO

Dated: July 1, 1999

# ***SCHEDULE A***

## **PATENTS**

| <i><b>Country</b></i>      | <i><b>Patent</b></i>  | <i><b>App./Reg. No.</b></i> |
|----------------------------|---|-----------------------------|
| European                   | Automatic Wet Chemical Process Station  | 513967                      |
| European Patent<br>Convent | Megasonic Cleaning System   | 546685                      |
| European Patent<br>Convent | Process for Etching Oxide Films in a<br>Sealed Photochemical Reactor  | 568363                      |
| Japan                      | Chemical Processing System  | 5212274                     |
| Japan                      | High Temperature Ceramic Nut and a<br>Method to Fasten Thereof  | 5312271                     |
| Japan                      | Megasonic Cleaning System   | 4-302552                    |
| United States              | Cassetteless Wafer Transfer System  |                             |
| United States              | Chemical Concentration Maintenance<br>System  | 08/321,967 (Abandoned)      |
| United States              | Chemical Processing System  | 08/207,232 (Abandoned)      |
| United States              | Chemical Processing System for<br>Maintaining Concentration of<br>Semiconductor Processing Solution (as<br>Amended) | 5,437,710                   |
| United States              | Devise for Rinsing and Spray Drying a<br>Substrate  | 08/840,386                  |
| United States              | High Temperature Ceramic Nut  | 5,332,271                   |
| United States              | High Temperature Ceramic Nut  | 5,454,677                   |
| United States              | In-Situ Chemical Efficiency System  |                             |

**PATENTS (continued)**

|               |  |            |
|---------------|--|------------|
| United States | Industrial Robot Safety Device That Shuts Down Operation in Response to Variation in Tension of a Rope | 08/851,668 |
| United States | Megasonic Cleaning System  | 5,625,246  |
| United States | Megasonic Cleaning System  | 5,247,954  |
| United States | Sparger Plate for Ozone Gas Diffusion  | 5,082,518  |
| United States | Wafer Carrier Holder for Wafer Carriers  | 5,149,158  |
| United States | Wafer Carrier Holder for Wafer Carriers  | 5,100,190  |
| United States | Select Localise Differential Hyperthermia Medium Apparatus   | 4,520,249  |
| United States | Industrial Robot Safety Device   | 5,807,408  |

***SCHEDULE B***

**TRADEMARKS**

| <b><i>Country</i></b> | <b><i>Trademark</i></b> | <b><i>App./Reg. No.</i></b> |
|-----------------------|-------------------------|-----------------------------|
| European Union        | SUBMICRON               | 000254169                   |
| Japan                 | SUBMICRON               | HEI.8/41370                 |
| Japan                 | SUBMICRON (Stylized)    | HEI.8/41369                 |
| South Korea           | SUBMICRON               | 96-15121                    |
| South Korea           | SUBMICRON (Stylized)    | 96-15149                    |
| Taiwan                | SUBMICRON               | 85-18461                    |
| Taiwan                | SUBMICRON (Stylized)    | 85-18460                    |
| Thailand              | SUBMICRON               | 307997                      |
| Thailand              | SUBMICRON (Stylized)    | 307998                      |
| United States         | GAMA 1                  | 1,953,666                   |
| United States         | SUBMICRON               | 1,598,327                   |
| United States         | SUBMICRON (Stylized)    | 2,057,179                   |
| United States         | AKRION                  | 75/414,916                  |
| United States         | SUBMICRON               | 2,106,537                   |