

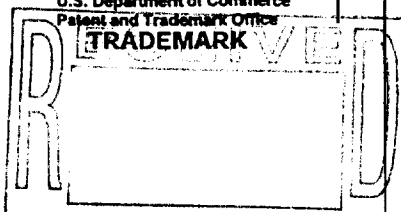
10-27-1999



101183656

U.S. Department of Commerce
Patent and Trademark Office

TRADEMARK



MRD 10/25/99

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
- Change of Name
- Other RELEASE OF SECURITY INTEREST

Effective Date
Month Day Year
10 14 1999

Conveying Party

Mark if additional names of conveying parties attached
Execution Date
Month Day Year

Name WILMINGTON TRUST COMPANY

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization DELAWARE

Receiving Party

Mark if additional names of receiving parties attached

Name SUBMICRON SYSTEMS CORPORATION

DBA/AKA/TA _____

Composed of _____

Address (line 1) 4630 HEDGEWOOD DRIVE

Address (line 2) NO. 150

Address (line 3) ALLENTOWN PENNSYLVANIA 18106
City State/Country Zip Code

- Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization DELAWARE

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.)

FOR OFFICE USE ONLY

10/26/1999 MTHA11 00000241 75414916

01 FC:481
02 FC:482

40.00 DP
100.00 DP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 001979 FRAME: 0770

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)

<input type="text" value="75 414 916"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1953 666"/>	<input type="text" value="2 106 537"/>	<input type="text"/>
<input type="text" value="1 598 327"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="2 057 179"/>	<input type="text"/>	<input type="text"/>

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.

RAUTEL PINTO
Name of Person Signing

[Signature]
Signature

10-11-99
Date Signed

**RELEASE OF PATENT AND TRADEMARK
SECURITY AGREEMENT**

This **RELEASE OF PATENT AND TRADEMARK SECURITY AGREEMENT** (this "Release") dated as of October 14, 1999, hereby releases all of the Patent and Trademark Collateral, and the security interests therein, under and as defined in that certain **PATENT AND TRADEMARK SECURITY AGREEMENT**, dated as of July 1, 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** (collectively, the "Secured Parties"), as recorded in the U.S. Patent and Trademark Office on July 12, 1999 at Reel/Frame number 001926/0716 and 010078/0687.


IN WITNESS WHEREOF, the undersigned has caused this release to be duly executed and delivered as of the date first written above.

WILMINGTON TRUST COMPANY

By:

Name:

Title:


ANN E. ROBERTS
ASSISTANT VICE PRESIDENT

SCHEDULE B

TRADEMARKS

<i>Country</i>	<i>Trademark</i>	<i>App./Reg. No.</i>
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

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. Kujala

Its: VP FINANCE & CFO

Dated: July 1, 1999

SUBMICRON SYSTEMS
CORPORATION

By: John W. Kujala

Its: VP FINANCE & CFO

Dated: July 1, 1999

SUBMICRON WET PROCESS
STATIONS, INC.

By: John W. Kujala

Its: VP FINANCE & CFO

Dated: July 1, 1999

SCHEDULE A

PATENTS

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

<i>Country</i>	<i>Trademark</i>	<i>App./Reg. No.</i>
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