

NOTICE OF AUCTION OF ASSETS

PLEASE TAKE NOTICE THAT, as set forth herein, California Assignments, LLC (the “Assignee”), as assignee for the benefit of creditors of SVTC Technologies, LLC, will conduct a auction (the “Auction”) of certain assets (“Assets”) as described below as Lot A, Lot B and Lot C (the “Lots”) subject to the Bidding Procedures annexed hereto and as summarized below which summary is qualified in all respects by the Bidding Procedures. Any defined terms used in the summary shall have the meanings ascribed to them in the Bidding Procedures. The Bidding Procedures do not constitute a binding offer, agreement or commitment to enter into any transaction and no legally-binding obligation on any party shall be established unless and until the Auction concludes at which time the highest bid will be announced and the sale of Assets (as defined below) (the “Sale”) shall be final. The Sale of the Assets is subject in all respects to the approval of Wells Fargo Bank, a national banking association; provided, however, if the Opening Bid is met for any or all of the Lots, Wells Fargo has agreed to release its liens upon closing and receipt of the proceeds of the Sale.

A. When: November 1, 2012 at 10:00 a.m. prevailing Pacific Time.

B. Where: Law Offices of Stutman Treister & Glatt
1901 Avenue of the Stars, 12th Floor
Los Angeles, California 90067

C. Assets to be Sold: Offers will be considered, and the Auction will be conducted, with respect to three Lots in such order or combination, and in such rounds of bidding, as the Assignee determines and announces at or during the Auction. The Lots are as follows:

Lot A: The Plant Personal Property set forth in detail on Exhibit 1 to the Bidding Procedures and the Real Property set forth in detail on Exhibit 2 to the Bidding Procedures.

Lot B: The Plant Personal Property set forth in detail on Exhibit 1 to the Bidding Procedures.

Lot C: The Real Property set forth in detail on Exhibit 2 to the Bidding Procedures.

The Assignee reserves the right to accept any offer, no offer, or to withdraw any Lot from the Auction.

D. Opening Bids: Lot A: Thirteen Million Dollars (\$13,000,000.00).

Lot B: Seven Million Dollars (\$7,000,000.00).

Lot C: Six Million Five Hundred Thousand Dollars

(\$6,500,000.00).

E. Initial Overbids

Lot A: Two Hundred and Fifty Thousand Dollars (\$250,000.00).

Lot B: Two Hundred and Fifty Thousand Dollars (\$250,000.00).

Lot C: Two Hundred and Fifty Thousand Dollars (\$250,000.00).

F. Successive Bid Increments:

Lot A: Fifty Thousand Dollars (\$50,000.00) or greater.

Lot B: Twenty-Five Thousand Dollars (\$25,000.00) or greater.

Lot C: Twenty-Five Thousand Dollars (\$25,000.00) or greater.

G. Attendance:

Attendance at the Auction is required; no bids will be accepted unless provided in person at the Auction.

H. Deposit:

A Deposit of \$2,500,000.00 in the case of Lot A, and \$1,500,000.00 in the case of either Lot B or Lot C, must be submitted to the Assignee not less two (2) business days before the time of the commencement of the Auction. Funds can be sent by wire transfer care of Stutman Treister & Glatt (see attached wire instructions). If the Successful Bidder or the Next Highest Bidder fails to close the Deposit shall be retained by the Assignee as liquidated damages. Each Qualified Bidder agrees that the Deposit is a reasonable estimate of the damages that would be sustained by the Assignee if the Successful Bidder or the Next Highest Bidder fails to close.

I. Qualification to Bid

A potential bidder will be deemed to be a Qualified Bidder if (i) the bidder timely submits the Deposit to the Assignee; (ii) submits to the Assignee, such that they are received by the Assignee not less than five (5) business days in advance of the Auction, the most current audited and latest unaudited financial statements (collectively, the “Financials”) of the potential bidder, or such other evidence reasonably acceptable to the Assignee, which demonstrates to the Assignee’s reasonable satisfaction the potential bidder’s ability to fully and timely perform if its bid were the Successful Bid; and (iii) the bidder attends the Auction in person.

J. Closing; Payment Terms:

1) Closing shall occur within two (2) business day following conclusion of Auction.

2) Payment shall be in U.S. Dollars, same day funds, paid at Closing by wire transfer.

2) Successful Bidder to pay all sales, transfer, recording, documentary, or similar transfer taxes, fees, or costs; or providing

written proof acceptable to the Assignee that such tax is not due and payable.

K. Representations and Warranties:

None. The Sale will be on an “as-is, where-is” basis, with no representations or warranties of fitness or merchantability or otherwise.

L. Assumption of Liability and Indemnity

The purchaser of any of the Assets shall assume responsibility for, shall be liable for, and shall indemnify and hold harmless the Assignee for, all decommission, remediation, and environmental costs associated with the Assets including, without limiting the foregoing, the removal of the personal property and the removal of storage tanks.

M. Documentation:

In the case of the Plant Personal Property, a Bill of Sale substantially in the form attached to the Bidding Procedures as Exhibit 3, and in the case of the Real Property, a Quitclaim Deed, in each case, subject to incorporation of the terms set forth in Section O below as applicable.

N. Sale On Reserve – Claimed Liens

The sale will be on reserve; Wells Fargo Bank reserves the right to accept the final bid at the sale for each Lot; acceptance / rejection will take place immediately following the conclusion of the sale. Once accepted and the purchase price paid, Wells Fargo Bank will provide the Successful Bidder with a release of its lien(s) on the acquired Assets. If the Opening Bid is met for any or all of the Lots, Wells Fargo has agreed to release its liens upon closing and receipt of the proceeds of the Sale.

With respect to the Plant Personal Property subject to the recorded UCC liens of D-Wave Systems Inc. (with respect to Axcela Tool Serial No. A03-100108) and Cisco Systems Capital Corporation (with respect to Lease Equipment No. CFV 4528-002), sale of these items of the Plan Personal Property is subject to, among other things, (i) these items being removed from the Auction, (ii) a reserve being established from the proceeds of the Auction, or (iii) other agreement with the Successful Bidder.

With respect to those certain leases related to the Real Property with Presto Engineering, PDF Solutions, Inc. and SVTC Solar, Inc., each as a lessee, the sale of the Real Property will be subject to these leases and the Successful Bidder will take title to the Real Property subject to these leases and shall assume the obligations of the lessor under the leases.

Also with respect to those certain mechanic’s liens related to the

Real Property, the sale of the Real Property will be subject to the establishment of a reserve for the payment of such mechanic's liens to the extent they are valid and enforceable and entitled to payment from the sale of the Real Property.

O. Removal of Plant Personal Property

The Successful Bidder for the Plant Personal Property if not also the Successful Bidder for the Real Property shall have one month to remove the Plant Personal Property from the Real Property, without the imposition of any fees, expenses, charges, costs, or rent (provided, however, the Successful Bidder shall be responsible for all maintenance, insurance, security, utility, and other fees, expenses, charges, or costs that may be incurred as a result of the Plant Personal Property not being removed from the Real Property (the "Storage Costs")). If the Plant Personal Property remains at the Real Property after one month from the closing, the Successful Bidder shall have the right to store the Plant Personal Property at the Real Property for a period of no more than two (2) months pending removal subject to payment of the Storage Costs and payment to the Assignee rent in advance, and earned at the start of each monthly period, in the amount of \$ [●]¹. The failure to pay such rent in advance shall terminate the Successful Bidder's tenancy.

If there is a Successful Bidder for the Real Property who is not the Successful Bidder for the Plant Personal Property, the Successful Bidder for the Real Property shall provide the Successful Bidder for the Personal Property the temporary tenancy rights described herein subject to receipt of the payments required in connection with such tenancy to be made by the Successful Bidder for the Personal Property.

The terms set forth herein shall be incorporated into the documentation for the sale of the Assets as applicable.

¹ Amount to be announced prior to the Auction.

BIDDING PROCEDURES

Set forth below are the Bidding Procedures to be employed in connection with the disposition in one or more lots as described below (the “Lots”) of the personal property detailed on Exhibit 1, annexed hereto (the “Personal Property”), and the real property detailed on Exhibit 2, annexed hereto (the “Real Property,” and, together with the Personal Property, the “Assets”), by California Assignments, LLC (the “Assignee”), as assignee for the benefit of creditors of SVTC Technologies, LLC, at the Law Offices of Stutman Treister & Glatt, 1901 Avenue of the Stars, 12th Floor, Los Angeles, California 90067 at 10:00 a.m. prevailing Pacific Time on November 1, 2012 by auction (the “Auction”). Should an adjournment of the Auction be necessary, the Assignee shall provide notice to all interested parties as soon as practicable in advance of the Auction. The Assignee shall have the right to adopt such other rules for the Auction that are not materially inconsistent with any of the provisions of these Bidding Procedures that, in the Assignee’s sole judgment, promote a fair open and competitive Auction. Any such adoption shall be stated on the record of the Auction.

Participation Requirements

To be deemed a “Qualified Bidder” and be permitted to attend and participate in the Auction each potential bidder must:

- (i) Submit to the Assignee a fully-refundable deposit of \$2,500,000.00 in the case of Lot A, and \$1,500,000.00 in the case of either Lot B or Lot C (the “Deposit”) not less than two (2) business days before the time of the Auction by wire transfer, with wire instructions to be provided upon request made to the Assignee.
- (ii) Submit, via first class mail and email to the below-listed address, to the Assignee, such that they are received by the Assignee not less than two (2) business days in advance of the Auction, the most current audited and latest unaudited financial statements (collectively, the “Financials”) of the potential bidder, or such other evidence reasonably acceptable to the Assignee, which demonstrates to the Assignee’s reasonable satisfaction the potential bidder’s ability to fully and timely perform if its bid were the Successful Bid (as defined below).

To the Assignee:

California Assignments, LLC
c/o Development Specialists, Inc.
Attn: Geoffrey L. Berman
333 South Grand Street
Suite 4070
Los Angeles, California 90071
Email: gberman@dsi.biz

With a copy to:

Stutman Treister & Glatt
Attn: Michael Goldstein, Esq.
1901 Avenue of the Stars
12th Floor
Los Angeles, California 90067
Email: mgoldstein@stutman.com

- (iii) Attend the Auction in person.
- (iv) Refunds of deposits from unsuccessful bidders will be made the next business day after the close of the sale.

The Assignee may sell any combination of the Assets in any combination of the Lots to one or more Qualified Bidders without an Auction and without further notice to interested parties.

Due Diligence

The Assignee shall coordinate all reasonable requests for additional information from potential bidders who the Assignee has determined is qualified to bid. All such requests shall be directed to Geoffrey L. Berman via email to gberman@dsi.biz with a copy to Matthew P. Sorenson at msorenson@dsi.biz and to Michael Goldstein at mgoldstein@stutman.com. The Assignee will afford each potential bidder who executes and delivers a confidentiality agreement such information requested by such bidder as the Assignee determines to be reasonable and appropriate; provided, however, no conditions relating to the completion of due diligence shall be permitted with respect to a bid.

Bid Requirements

A bid received from a Qualified Bidder at the Auction shall constitute a “Qualified Bid” and shall be deemed to be a representation and warranty from the Qualified Bidder of the following requirements:

- A) The bid must identify the Lots as to which the bid relates and the bid must comply with, and confirm acceptance of, the terms and conditions described in Sections D, G, H, I, K, L, M, N and O of the Notice Of Auction of Assets.
- B) (i) The bid is not conditioned on obtaining financing or any internal approval, or on the outcome or review of due diligence.
- (ii) The bid is irrevocable through five (5) business days after the conclusion of the Auction; provided, however, the Successful Bid and the Next Highest Bid shall not be revocable following the Auction.
- (iii) The bidder is neither requesting nor entitled to any breakup fee, termination fee, expense reimbursement or similar type of payment.
- (iv) The Qualified Bidder acknowledges and represents that it (a) has, in making its bid, relied solely on its own independent review and/or investigation of the Assets, and (b) did not rely on any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express, implied or by operation of law or otherwise

regarding the Assets, or the completeness of any information provided in connection therewith.

“As-Is, Where-Is”

The sale of the Assets shall be on an “as-is, where-is” basis and without representations or warranties of any kind, nature or description by the Assignee or its agents. All of the Assignee’s right, title and interest in the Assets shall be sold and documented by a Bill of Sale, substantially in the form annexed hereto as Exhibit 3, and or a Quitclaim Deed, subject to all liens, claims, adverse claims of ownership, and other interests, if any, except for such claims and liens as described in Section N of the Notice of Auction of Assets as provided for therein. The purchaser of any of the Assets shall assume responsibility for, shall be liable for, and shall indemnify and hold harmless the Assignee for, all decommission, remediation, and environmental costs associated with the Assets including, without limiting the foregoing, the removal of the personal property and the removal of storage tanks.

Auction

The Assets to be sold at the Auction shall be divided into three Lots as follows:

Lot A: The Personal Property and the Real Property.

Lot B: The Personal Property.

Lot C: The Real Property.

The Assignee reserves the right to accept any offer, no offer, or to withdraw any Lot from the Auction.

The Auction shall be conducted in accordance with the following procedures:

- (i) Only the Assignee and Qualified Bidders (and their advisors) will be permitted to attend and participate in the Auction;
- (ii) The Auction will commence promptly at 10:00 a.m. prevailing Pacific Time on at November 1, 2012, and Qualified Bids shall be considered with respect to any and all of the Lots;
- (iii) The Auction of Lot A shall be subject to an opening bid of Thirteen Million Dollars (\$13,000,000.00) (the “Lot A Opening Bid”);
- (iv) The Lot A Opening Bid shall be subject to an initial overbid of Two Hundred and Fifty Thousand Dollars (\$250,000.00) and successive bids shall thereafter increase in increments of Fifty Thousand Dollars (\$50,000.00);

- (v) The auction of Lot B shall be subject to an opening bid of Seven Million Dollars (\$7,000,000.00) (the “Lot B Opening Bid”);
- (vi) The Lot B Opening Bid shall be subject to an initial overbid of Two Hundred and Fifty Thousand Dollars (\$250,000.00) and successive bids shall thereafter increase in increments of Twenty-Five Thousand Dollars (\$25,000.00);
- (vii) The auction of Lot C which shall be subject to an opening bid of Six Million and Five Hundred Thousand Dollars (\$6,500,000.00) (the “Lot C Opening Bid”);
- (viii) The Lot C Opening Bid shall be subject to an initial overbid of Two Hundred and Fifty Thousand Dollars (\$250,000.00) and successive bids shall thereafter increase in increments of Twenty-Five Thousand Dollars (\$25,000.00);
- (ix) Unless specified by the Assignee, no Qualified Bidder will be permitted more than five (5) minutes to respond to the previous bid;
- (x) A ten (10) minute break will be taken as close as reasonably possible to 11:00 a.m. and, if necessary, at the top of each successive hour;
- (xi) Any Qualified Bidder who is either not present at the commencement of the Auction, or absent from the Auction for more than ten (10) consecutive minutes while the Auction is in progress, is presumed to have affirmatively withdrawn from the Auction;
- (xii) The Assignee may call a break, or suspend the Auction, in its discretion at any time;
- (xiii) Each Qualified Bidder who is entitled to participate in the Auction shall have the right to require one (1) ten (10) minute break during the Auction; and
- (xiv) A record of the proceedings at the Auction shall be recorded by a certified court reporter, and a transcript of such proceedings shall be made available by the Assignee to any party in interest, upon request.

The Assignee shall, at the conclusion of the Auction, on the record, and with respect to each Lot sold, (i) identify the amount of the highest bid (the “Successful Bid”) and bidder submitting the Successful Bid (the “Successful Bidder”), and (ii) identify the amount of the next highest bid after the Successful Bid (the “Next Highest Bid”) and the bidder submitting the Next Highest Bid (the “Next Highest Bidder”). The Next Highest Bidder agrees to maintain its status as a back-up bidder, and agrees by its participation in the Auction that its Next Highest Bid will remain irrevocable and subject to acceptance by the Assignee, and the Assignee will retain its

Deposit, until the Closing, as defined below. If the Next Highest Bidder's Next Highest Bid is accepted the Next Highest Bidder shall be the Successful Bidder. One or more Next Highest Bidder's for one or more Lots may be designated.

Acceptance of Successful Bid

As soon as practicable following the end of the Auction, and with respect to each lot sold, the Assignee shall deliver to the Successful Bidder wire instructions for payment in the amount of the Successful Bid minus the amount of the Deposit (with any interest accrued) which shall be wired to the Assignee within one (1) business day following the end of the Auction (the "Closing"). In the event that any Successful Bidder fails to timely pay the Assignee, then the Assignee shall be authorized, but not required, to sell the lot sold to the Next Highest Bidder, without notice to any other party. If the Assignee decides to close the sale of any lot with the Next Highest Bidder, the Next Highest Bidder shall deliver payment in the amount of the Next Highest Bid minus the amount of the Deposit (with any interest accrued) which shall be wired to the Assignee within two (2) business days following the Next Highest Bidder's notification by the Assignee that the Assignee intends to close with the Next Highest Bidder.

Return of Good Faith Deposit

The Deposits of all Qualified Bidders shall be held by the Assignee in one or more interest-bearing escrow accounts. Deposits made by Qualified Bidders, other than a Deposit made by any Successful Bidder, or, if applicable, any Next Highest Bidder, together with any and all interest that may have accrued thereon, shall be returned to such Qualified Bidders within two (2) business days following the conclusion of the Auction.

Modifications

The Assignee may extend or alter (i) any deadline contained herein, or (ii) any of the terms and conditions contained herein, if it will better promote the goals of the Auction. Any such extensions or alterations shall be disclosed to all Qualified Bidders in advance of, at, or during the Auction.

Exhibit 1

Personal Property

SVTC Technologies, LLC										
Fixed Asset Schedule										
FAB Equipment - 16160-000-00										
16160-000-00										
									40843.7	
Assigned PI #	New Asset Tag #	EYIDS	EYAC Description	Description 1	Description 2	Notes/ Inv#	OEM	Tool	Effective or Purchased Date	Project #
FE 1	300127	102	Semi. Mfg Equip	NORTON SIC LINER, SIC	SILICON CARBITE LINER			NORTON SIC LINER, SIC	3/9/2007	
FE 4	300128	268	Metrology		Main body, UI, power conditioner		AMAT	VeritySEM	3/9/2007	
FE 5	300129	65	Metrology	AMAT VERITY SEM	CE marked, Main body, 2- Verity		AMAT	VeritySEM	3/9/2007	
FE 10	300130	51	Metrology	C10 KLA ARCHER	Overlay tool, set for 300r Archer AIM		KLA	KLA Archer	3/9/2007	
FE 14	300131	161	Metrology	KLA-TENCOR ASET F5X	Thickness measurement to KLA Aset		KLA	KLA-Aset	3/9/2007	
FE 16	300132	158	Metrology	SURFSCAN SP1 WAFER SU	4-cassette, 2-SMIF/2-non- KLA SP1		KLA	KLA SP1	3/9/2007	
FE 17	300133	136	Metrology	KLA QUANTOX	Dual cassette loader	Quantox	KLA	KLA Quantox	3/9/2007	
FE 18	300134	269	Metrology	Prometrix 2			Prometrix	Prometrix 2	3/9/2007	
FE 19	300135	270	Metrology	Prometrix 1			Prometrix	Prometrix 1	3/9/2007	
FE 20	300136	141	Metrology	OPTI-PROBE MODEL OP-2	DUV option, 2 cassette sta	Optiprobe		Thermawave	Optiprobe	3/9/2007
FE 21	300137	271	Metrology		CE marked, FTIR, automated			Biorad/Accent	3/9/2007	
FE 22	300138	88	Metrology	FLX 2320 MEASUREMENT	Stress measurement, dual	Flexus	KLA	Flexus	3/9/2007	
FE 23	300139	272	Metrology		Automated, Single cassette		KLA	P2 Profiler	3/9/2007	
FE 25	300140	164	Metrology	KLA2351 SOFTWARE	2351/2360 Software upgr	Storage - 2XL	KLA	KLA Stealth	3/9/2007	
FE 27	300141	10	Metrology	CONTAMINATION MONITOR#1 FRM SMS	Single wafer stage, LN sup	TXRF	Technos	TXRF	3/9/2007	
FE 28	300142	11	Metrology	CONTAMINATION MONITOR#2 FRM SMS	Monitor #2 upgrade	TXRF	Technos	TXRF	3/9/2007	
FE 29	300143	274	Metrology		scanning UV, four(4) objectives: 5x/10x/15x/		Nanospec	Nanospec	3/9/2007	
FE 30	300144	68	Metrology	ULTRASTATION 200XT	Scope, objectives: 5x/20x/	Nano spec	Axiotron	Axiotron	3/9/2007	
FE 31	300145	275	Metrology	Irvine Optical 200x Microscope	Objectives: 5x/10x/20x/50x/100x		Nikon	Nikon	3/9/2007	
FE 32	300146	276	Metrology		Inspection station		BL	BaushLamb	3/9/2007	
FE 33	300147	277	Metrology		Scope/inspection		Leica	Leica	3/9/2007	
FE 34	300148	61	Metrology	ULTRASTATION 200 NAN	Objectives: 10x/20x/40x/	Nano spec	Irvine Optical Statio	IOC2	3/9/2007	
FE 35	300149	62	Metrology	ULTRASTATION 200 NANO	Objectives: 10x/20x/40x	Nano spec	Irvine Optical Statio	IOC3	3/9/2007	
FE 37	300150	163	Metrology	AMAT SEMVISION G2	Main body, pwr condition	G2 SEM	AMAT G2	G2	3/9/2007	
FE 3	300151	126	Semi. Mfg Equip	C10 SEMITool RAIDER CSJ		Raider Mini Install	Semitool	Semitool Mini-Raider	3/9/2007	
FE 152	300152	168	Clean	SEMITool BACKSIDE	2 stations / 300mm only	Mini-Raider	Semitool	Semitool Mini-Raider	3/9/2007	
FE 41	300153	69	Metrology	ULTRASTATION 200XT	Scope, objectives: 5x/20x/	Nano spec	Axiotron	Axiotron	3/9/2007	
FE 42	300154	70	Metrology	ULTRASTATION 200XT	Scope, objectives: 5x/20x/	Nano spec	Axiotron	Axiotron	3/9/2007	
FE 43	300155	71	Metrology	ULTRASTATION 200XT	Scope, objectives: 5x/20x/	Nano spec	Axiotron	Axiotron	3/9/2007	
FE 44	300156	108	Miscellaneous & Test	UL-408	4 cassette stations		Irvine Optical Comp	IOC Sorter	3/9/2007	
FE 45	300157	283	Miscellaneous & Test	HP Test	electrical tester		HP	HP Test	3/9/2007	
FE 46	300158	278	Miscellaneous & Test	Qchase	Blue M Oven		Blue M	SOD Oven	3/9/2007	
FE 47	300159	105	Miscellaneous & Test	FORTREND DUAL STATION	Wafer cassette transfer/s	Foretrend	Fortrend	Fortrend	3/9/2007	
FE 48	300160	279	Miscellaneous & Test	FORTREND DUAL STATION	Wafer cassette transfer/sorter		Fortrend	Fortrend	3/9/2007	
FE 49	300161	280	Miscellaneous & Test	FORTREND DUAL STATION	Wafer cassette transfer/sorter		Fortrend	Fortrend	3/9/2007	
	300357		Miscellaneous & Test	FORTREND DUAL STATION	Wafer cassette transfer/sorter		Fortrend	Fortrend	3/9/2007	
FE 50	300162	281	Miscellaneous & Test		Wafer / Pod transfer / sorter		Asyst	Asyst	3/9/2007	
FE 51	300163	57	Miscellaneous & Test	ELECTROGLAS REFURBISH		EG4080	EG4090u	EG4090u	3/9/2007	
FE 52	300164	114	Miscellaneous & Test	ELECTROGLAS AUTO PROB	tester , heated chucks	EG4080	EG4090u	EG4090u	3/9/2007	
FE 53	300165	282	Miscellaneous & Test		scrubber		Edwards	Scrubber	3/9/2007	
FE 54	300166	42	Miscellaneous & Test	USED EDWARDS SPECTRON	leak detector / analyser		Edwards	Leak Detek	3/9/2007	
FE 55	300167	45	Miscellaneous & Test	EDWARDS QMB1200F DRY	dry pump	pump	Edwards	Pump1	3/9/2007	

SVTC Technologies, LLC										
Fixed Asset Schedule										
FAB Equipment - 16160-000-00										
16160-000-00										
									40843.7	
Assigned PI #	New Asset Tag #	EYID5	EYAC Description	Description 1	Description 2	Notes/ Inv#	OEM	Tool	Effective or Purchased Date	Project #
FE 56	300168	16	Metal Deposition	ENDIVA 1 IMP TIN BIAS- Duplicate w/ #82	Endura 2 IMP Tin Chamber (bias2)		AMAT	Endura2	3/9/2007	
	300169			ENDURA 2 - CHAMBER 1	ENDURA 2 - CHAMBER 1		AMAT	Endura3		
	300170			ENDURA 2 - CHAMBER 2	ENDURA 2 - CHAMBER 2		AMAT	Endura4		
	300171			ENDURA 2 - CHAMBER 3	ENDURA 2 - CHAMBER 3		AMAT	Endura5		
	300172			ENDURA 2 - CHAMBER 4	ENDURA 2 - CHAMBER 4		AMAT	Endura6		
	300173			ENDURA 2 - CHAMBER 5	ENDURA 2 - CHAMBER 5		AMAT	Endura7		
FE 67	300174	15	Metal Deposition	ENDURA 1 C4 UPGRADE (REFER 10454580	4 chamber configuration (End 1 Ch4		AMAT	Endura1	3/9/2007	
	300175			ENDURA 1 - CHAMBER 1	ENDURA 1 - CHAMBER 1		AMAT	Endura1		
	300176			ENDURA 1 - CHAMBER 2	ENDURA 1 - CHAMBER 2		AMAT	Endura1		
	300177			ENDURA 1 - CHAMBER 3	ENDURA 1 - CHAMBER 3		AMAT	Endura1		
	300178			ENDURA 1 - CHAMBER 4	ENDURA 1 - CHAMBER 4		AMAT	Endura1		
FE 74	300179	181	Lithography	ASM #11 PAS 5500/100C	ASML stepper	ASM 11	ASML	ASM11	3/9/2007	
FE 77	300180	138	Lithography	USED DNS 80B	4 cassette loads, 2 coat , 2 DNS 11		DNS	DNS11	3/9/2007	
FE 79	300181	121	Lithography	SVTC-ASML 5500/500	Stepper, CE Marked, user ASM 13		ASML	ASM13	3/9/2007	
FE 82	300182	174	Lithography	DNS SPINCOATR/DEVLPR	4 cassette load / 3 coat / : DNS 13		DNS	DNS13	3/9/2007	
FE 85	300183	182	Lithography	ASML XT1250	Advanced stepper (50nm) ASM 15		ASML	ASM15 - XT1250	3/9/2007	
FE 88	300184	176	Lithography	DNS RF3	DNSRF3	DNS 15	DNS	DNS15 - RF3	3/9/2007	
FE 90	300185	99	Etching	COMBO QMS1200F/2XQDP8		pump		Pump	3/9/2007	
FE 92	300186	115	Etching	LAM4420-1	2 cassette, hines 38A inde 4420		Lam	Lam 4420	3/9/2007	
FE 96	300187	139	Etching	LAM 9600-LRC (FIXED G	Envision SW, ESC, Hines 3 9600		Lam	Lam 9600	3/9/2007	
FE 98	300188	13	Etching	CENTURA MXP1	CENTURA MXP1	MXP 1	AMAT	Centure MXP	3/9/2007	
	300189			CENTURA MXP1 - CHAMBER 1	CENTURA MXP1 - CHAMBER 1					
	300190			CENTURA MXP1 - CHAMBER 2	CENTURA MXP1 - CHAMBER 2					
	300191			CENTURA MXP1 - CHAMBER 3	CENTURA MXP1 - CHAMBER 3					
	300192			CENTURA MXP1 - CHAMBER 4	CENTURA MXP1 - CHAMBER 4					
FE 109	300193	157	Etching	GASONICS ASHER	2 cool, dual arm Astex Gel	Gasonics 1	Gasonics	Gasonics	3/9/2007	
FE 110	300194	266	Etching	Fusion			Fusion	Fusion	3/9/2007	
FE 111	300195	2	Etching	AMAT POLYETCHER (F1)-DPSII	Bridge tool configured for	DPS Poly 1	AMAT	Centure MXP	3/9/2007	
FE 113	300196	178	Etching	CENTURA MAINFRAME SEL	Mainframe	Etch Centura Platfo	AMAT	Centure MXP	3/9/2007	
FE 114	300197	175	Etching	NOVELLUS IRIDIA ASHER	Two cool, two chambers, Iridia		NVLS	Iridia	3/9/2007	
FE 117	300198	167	CVD	NOVELLUS 2	Nit/Oxide(TEOS), AE Gen5 NOVELLUS 2		NVLS	Novellus C1	3/9/2007	
	300359		CVD	NOVELLUS 3	Nit/Oxide(TEOS), AE Gen5 NOVELLUS 3		NVLS	Novellus C1	3/9/2007	
FE 124	300199	20	CVD	NOVELLUS SPEED TOOL	NOVELLUS SPEED TOOL	Novellus Speed	NVLS	Speed (HDP)	3/9/2007	
	300200			NOVELLUS SPEED - CHAMBER 1	NOVELLUS SPEED - CHAMBER 1					
	300201			NOVELLUS SPEED - CHAMBER 2	NOVELLUS SPEED - CHAMBER 2					
	300360			NOVELLUS SPEED - CHAMBER 3	NOVELLUS SPEED - CHAMBER 3					
FE 129	300202	6	CVD	C10 NOVELLUS TUNGSTEN(W) PNL	Sequel Altus II, Tungsten	Nov PNL	NVLS	Novellus C2 Altus	3/9/2007	
FE 132	300203	150	CMP	WESTECH2 AVANTI 472 A	configured for Oxide, run: Westech 2		Speedfam	Westech2	3/9/2007	
FE 136	300204	149	CMP	WESTECH CMP	Configured for Tungsten, Westech		Speedfam	Westech3	3/9/2007	
FE 139	300205	111	CMP	WESTECH4	novascan2 (sn1040; pn21) Novascan 2		Speedfam	Westech4	3/9/2007	
FE 142	300206	133	CMP	ONTRAK CMP	Configured for tungsten clean		Ontrak	Ontrak3	3/9/2007	
FE 142	300358	133	CMP	ONTRAK CMP	Configured for tungsten clean		Ontrak	Ontrak3	3/9/2007	

SVTC Technologies, LLC										
Fixed Asset Schedule										
FAB Equipment - 16160-000-00										
16160-000-00										
								40843.7		
Assigned PI #	New Asset Tag #	EYIDS	EYAC Description	Description 1	Description 2	Notes/ Inv#	OEM	Tool	Effective or Purchased Date	Project #
FE 145	300207	67	Clean	FSI MERCURY	4 cassette loader, batch wet clean tool		FSI	FSI Mecury	3/9/2007	
FE 149	300208	135	Clean	SEMITOOL-CHAMBER SPRA		Semitool 2		Semitool 2	3/9/2007	
FE 150	300209	1	Clean	AKRION STRIP SINK (GAMA AUTOMATED W	9 station tank (Acid/rinse)	Akrion	Wet Bench	Akrion	3/9/2007	
FE 151	300210	3	Clean	BACKSIDE CLEANS (SEZ) FRM SMS	Single wafer clean, dual fu	SEZ	SEZ	SEZ bs	3/9/2007	
FE 153	300211	140	Clean	BOE STATION	Wet bench M Bank	M bank	Universal	M Bank WB1	3/9/2007	
FE 154	300212	134	Clean	ETCH STATION	Wet bench O Bank	O Bank	Universal	O Bank WB2	3/9/2007	
FE 155	300213	104	Clean	OMNI CLEAN AUTOMATIC	Omnic clean stations		Universal	O Bank WB2	3/9/2007	
FE 156	300214	66	Clean	SPIN RINSE DRYERS INS	Dual stacked SRD's	Facilities	SRD#1	Semitool	3/9/2007	
FE 157	300215	74	Clean	SPIN RINSE DRYERS	Dual stacked SRD's	SRD M or O Bank	SRD#2	Semitool	3/9/2007	
FE 160	300216	151	Diffusion	VTR OXIDE 1	configured with custom L	VTR Oxide 1	VTR OXIDE	VTR OXIDE 1	3/9/2007	
FE 163	300217	145	Diffusion	VTR OXIDE 2	configured with custom L	VTR Oxide 2	VTR OXIDE	VTR OXIDE	3/9/2007	
FE 165	300218	148	Diffusion	VTR OXIDE 3	configured with custom L	VTR Oxide 3	VTR OXIDE	VTR OXIDE	3/9/2007	
FE 167	300219	155	Diffusion	VTR NITRIDE 1	configured with custom L	VTR Nitride 1	VTR Nitride 1	VTR Nitride1	3/9/2007	
FE 169	300220	156	Diffusion	VTR POLY 1	configured with custom L	VTR Poly 1	VTR Poly	VTR Poly	3/9/2007	
FE 175	300221	166	Diffusion	SONOS AVP FURNACE	configured with custom L	AVP 1	RVP	AVP1	3/9/2007	
FE 177	300222	173	Diffusion	ASML BTBAS AVP FURNACE	configured with custom L	AVP 2	RVP	AVP2	3/9/2007	
FE 203	300223		Semi. Mfg Equip	SIGE Disilene VMB Stick (Critical Sys Inv#801)				AVP 13 (SiGe)	9/2/2007	
FE 178	300224	172	Diffusion	AVP SELOX 1	configured with custom L	AVP Selox	RVP	VTR Selox	3/9/2007	
FE 180	300225	154	Diffusion	HEATPULSE RAPID THERM	2 cassettes, single arm rol	RTA 5	AG 8800	RTA5	3/9/2007	
FE 183	300226	171	Storage @ 2xl Warehouse	KLA 2130 INSPECTION S		Storage - 2XL		KLA 2130/2360	3/9/2007	
FE 185	300227		Semi. Mfg Equip	HYDRAULIC DECK LEVELE				HYDRAULIC DECK LEVELE	3/9/2007	
Subtotal - Assets acquired from Cypress on 3/9/08										
FE 188	300229		Semi. Mfg Equip	Lumonics Wafermark SC Laser Equipment (Genco)				Lumonics Wafermark SC Las	3/9/2007	
FE 189	300230		Semi. Mfg Equip	El Dorado Forklift				El Dorado Forklift	6/1/2007	
FE 190	300231		Semi. Mfg Equip	Novellus Portable cleanroom & air handlers				Novellus Portable cleanroom	6/4/2007	
FE 191	300232		Semi. Mfg Equip	Technos Int'l Rapid Scan Txfer upgrade				Technos Scan	6/26/2007	
FE 195	300233		Semi. Mfg Equip	Applied Materials tool ID CVD-26				Producer	7/29/2007	
FE 204	300234		Semi. Mfg Equip	PTB Sales - Rebuilt Seiko Seiki Turbo Pump				PTB Sales - Rebuilt Seiko Sei	10/25/2007	
FE 205	300235		Semi. Mfg Equip	Vecco Ion Beam Etcher				Vecco Ion Beam Etcher	10/28/2007	
FE 208	300236		Semi. Mfg Equip	Advanced Energy	Navigator RF Match for AMAT DPS1			DPS1	11/20/2007	
FE 209	300237		Semi. Mfg Equip	Refurbish Temperature Control Unit				Refurbish Temperature Con	11/25/2007	
FE 210	300238		Semi. Mfg Equip	Reticle for Focus				Reticle for Focus	11/25/2007	
FE 211	300239		2XL	ALD Metal/HighK	B2-14			ALD Metal/HighK	12/30/2007	4,094.00
FE 248	300240		LAM Research	9400DSIE Process Module	B1-14			9400 DFM	12/30/2007	945,277.97
FE 260	300241		Novellus	Gasonics Waveguide Assembly				Gasonics	1/4/2008	
FE 313	300244		Burn Box	Burn Box				Burn Box	11/9/2007	F-11
FE 267	300242		Therma	Tegal 3				Tegal 3	Aug-08	
								Tegal 3	Aug-08	F-22
FE 307	300243		Unity Cleanroom	Unity Cleanroom	Unity - customer funded tool			Unity Cleanroom	9/29/2008	F-17
	300243		Unity Cleanroom	Unity Cleanroom	Unity - customer funded tool			Unity Cleanroom	9/29/2008	F-17
	300243		Unity Cleanroom	Unity Cleanroom	Unity - customer funded tool			Unity Cleanroom	5/19/2009	F-17
FE 325	300245		Hopkinson Group, Inc	Hopkinson Group, Inc The-Services		Charles Elliott		Architect services For clean	10/21/2008	B1-1

SVTC Technologies, LLC											
Fixed Asset Schedule											
FAB Equipment - 16160-000-00											
16160-000-00											
									40843.7		
Assigned PI #	New Asset Tag #	EYIDS	EYAC Description	Description 1	Description 2	Notes/ Inv#	OEM	Tool	Effective or Purchased Date	Project #	
FE 319	300246		Therma	SEZ Booster Fan				SEZ Booster Fan	1/14/2008		
FE 331	300247		MicroTech Systems, Inc.	P-Bank		Ray Romero		P-bank (Wet Sink Modificati	4/16/2008		
FE 333	300248		American Chiller Service	American Chiller Service		Charles Elliott		Chiller	6/23/2008	B1-23	
FE 334	300249		MicroTech Systems, Inc.	Slurry MiX Unit		Ray Romero		Slurry Distribution	5/25/2008		
FE 335	300250		Critical Systems - Germain Gas Cabir	SiGe Cabinet				Gas Cabinet	6/17/2008		
	300352		AMAT Centura (3 chambers)	AMAT Centura (3 chambers)	Promos Tool				12/28/2008		
	300353		Lam Alliance	Lam Alliance	Promos Tool			9400 DFM	12/28/2008		
	300354		Endura Co Chamber	Endura Co Chamber	Promos Tool				12/28/2008		
	300355		Universal Wet Deck - Pbank	Universal Wet Deck - Pbank	Promos Tool				12/28/2008		
	300356		CMP Endpoint Detector	CMP Endpoint Detector	Promos Tool				12/28/2008		
	300251		Hitachi High Technologies Amer	Hitachi S4800 FE SEM (SEM16) & WO 9250087				SEM16	12/31/07		
	300368		Sensor X Integrated Advanced Endpoint System		Pivotal Systems	2348			12/04/09		
	300184		ASM 15upgrade	ASML					Jan-10		
	300372		F-15 Semitool Spray solvent tool		Therma corp	310228-002			Jul-10		
	300373		F-16 SCI Metrology System						Sep-10		
	300239		Sales tax @ audit	ST levied during 2010 audit	Sales tax for ALD Metal/High K . Original asset was placed in service on 12/30/07				Mar-11		
	300375		Lam 9600-2						07/14/11		
	300376		Suss CB200M Bonder	Installation only. Ownership remains with Suss. See FA binder for Agreement.						08/21/11	
	300377		Suss MA/BA8 Gen3 System	Installation only. Ownership remains with Suss. See FA binder for Agreement.				F-28		08/21/11	
	300377		Suss MA/BA8 Gen3 System		Image Technology	69453		F-28		08/21/11	
	300376		Suss CB200M Bonder		Therma Corp.	314171-0005				08/21/11	
	300378		IR Microscope Inspection System	Capovani Brothers, Inc.				F-30		12/22/12	
	300377		Suss MA/BA8 Gen3 System		Therma Corp.			F-28		02/02/12	
	300379		ASM 13 Laser		Cymer Inc	689665				02/02/12	
	300378		IR Microscope Inspection System	Capovani Brothers, Inc.				F-30		02/19/12	
	300378		IR Microscope Inspection System							03/25/12	
	300198 '300359		Novellus 2/3 upgrade							03/25/12	
	300383		Novellus Concept 1					F-31		05/25/12	
	300384		KLA2360 Image Sensor Upgrade					F-34		04/05/12	
	300385		Raider-2 lift and rotate assembly					F-36		06/13/12	
	300383		Novellus Concept 1					F-31		05/25/12	

Exhibit 2

Real Property

EXHIBIT J DESCRIPTION OF REAL PROPERTY

STSI Property

PARCEL ONE:

All of Lot 9, as shown upon that certain Map entitled "Tract No. 7408", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California on November 19, 1982, in Book 506 of Maps page(s) 24, 25 and 26.

PARCEL TWO:

An easement for light and air as described in that certain instrument executed by Oakmead Investors I, a California general partnership, and recorded September 8, 1983 in Book H879, page 313, Santa Clara County Records over all that portion of Lot 8 and Lot 10 as shown on that certain Map entitled, "Tract No. 7408", which Map was filed for record in the Office of the Recorder, County of Santa Clara, on November 19, 1982 in Book 506 of Maps, pages 24, 25 and 26, more particularly described as follows:

Tract 1:

A strip of land 30 feet in width, lying entirely within Lot 8 of said tract, the Northwesterly line of said strip more particularly described as follows:

Beginning at the most Northerly corner of said Lot 8 and running thence South 37° 32' 48" West along the Northwesterly line of said Lot, 500.00 feet to the most Westerly corner of said lot.

Said easement is appurtenant to and for the benefit of Lot 9 as shown on the Map of Tract No. 7408 above referred to.

Tract 2:

A strip of land 30 feet in width, lying entirely within Lot 10 of Tract 7408, Recorded November 19, 1982 in Book 506 of Maps, page 24, Santa Clara County Records, the Southeasterly line of said strip more particularly described as follows:

Beginning at the most Easterly corner of said Lot 10 and running thence South 37° 32' 48" West along the Southeasterly line of said lot, 500.00 feet to the most Southerly corner of said lot.

Said easement is appurtenant to and for the benefit of Lot 9 as shown on the Map of Tract No. 7408 above referred to.

PARCEL THREE:

An easement for pedestrian and vehicular ingress and egress as described in that certain instrument executed by Oakmead Investors I, a California general partnership, and recorded September 8, 1983 in Book H879, page 298, Santa Clara County Records over all that portion of Lot 8 and Lot 10 as shown on that certain Map entitled, "Tract No. 7408", which Map was filed for record in the Office of the Recorder, County of Santa Clara, on November 19, 1982 in Book 506 of Maps, pages 24, 25 and 26, more particularly described as follows:

Tract 1:

Beginning at the most Northerly corner of Lot 8 of Tract 7408, recorded November 19, 1982 in Book 506 of Maps, page 24, Santa Clara County Records and running thence South $37^{\circ} 32' 48''$ West along the Northwesterly line of said Lot 8, 479.00 feet; thence South $52^{\circ} 27' 12''$ East, 12.50 feet; thence North $37^{\circ} 32' 48''$ East, 333.58 feet; thence along a curve concave to the Northwest, having a radius of 60.00 feet, the center of which bears North $25^{\circ} 31' 19''$ East, through a central angle of $131^{\circ} 56' 36''$, an arc distance of 138.17; thence along a curve concave to the Southeast, having a radius of 25.00 feet, through a central angle of $53^{\circ} 58' 05''$, an arc distance of 23.55; thence North $37^{\circ} 32' 48''$ East, 18.00 feet to the Northeasterly line of said Lot 8; thence along said Northeasterly line North $52^{\circ} 27' 12''$ West, 25.00 feet to the point of beginning.

Said easement is appurtenant to and for the benefit of Lot 9 as shown on the Map of Tract No. 7408 above referred to.

Tract 2:

A strip of land 15 feet in width, lying entirely within Lot 10 of Tract 7408, Recorded November 19, 1982 in Book 506 of Maps, Page 24, Santa Clara County Records, the Southeasterly line of said strip more particularly described as follows:

Beginning at the most Easterly corner of said Lot 10 and running thence South $37^{\circ} 32' 48''$ West along the Southeasterly line of said Lot 10; 92.00 feet.

Said easement is appurtenant to and for the benefit of Lot 9 as shown on the Map of Tract No. 7408 above referred to.

Exhibit 3

Bill of Sale

BILL OF SALE

This Bill of Sale, dated as of November __, 2012 (this “**Bill of Sale**”), is made by and between California Assignments, LLC (the “**Assignee**”), as assignee for the benefit of creditors of SVTC Technologies, LLC, and _____, or its designee (the “**Purchaser**”).

WHEREAS, following an Auction held on November 1, 2012 at 10:00 a.m. prevailing Pacific Time where Purchaser submitted the Successful Bid in an amount of \$_____, Purchaser agreed to purchase all of the Assignee’s right, title and interest in the assets listed on Exhibit 1 hereto (the “**Assets**”) on an “as-is, where-is” basis and without representations or warranties of any kind, nature or description by the Assignee or its agents and subject to all liens, claims, adverse claims of ownership, and other interests, if any.

NOW, THEREFORE, in consideration of the premises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignee hereby grants, sells, conveys, assigns, transfers and delivers to Purchaser all of its right, title and interest in and to the Assets, on an “as-is, where-is” basis and without representations or warranties of any kind, nature or description by the Assignee or its agents and subject to all liens, claims, adverse claims of ownership, and other interests, if any, except for such claims and liens [To Be Completed To Describe Matters As Described in Section N of the Notice of Auction of Assets].

2. This Bill of Sale is being executed by the Assignee and the Purchaser and shall be binding upon each of the Assignee and the Purchaser, their respective successors and assigns, for the respective uses and purposes herein set forth and referred to, and shall be effective as of the date hereof.

3. No provision of this Bill of Sale, express or implied, is intended or shall be construed to confer upon or give to any Person, other than the parties hereto and their respective successors and permitted assigns, any remedy or claim under or by reason of this Bill of Sale or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises and agreements contained in this Bill of Sale shall be for the sole and exclusive benefit of each of the Assignee and the Purchaser, their respective successors and permitted assigns.

4. This Bill of Sale may not be modified or amended except by an instrument or instruments in writing signed by the Assignee and the Purchaser. The Purchaser may, only by an instrument in writing, waive compliance by the Assignee with any term or provision hereof on the part of the Assignee to be performed or caused to be performed or complied with or caused to be complied with. No failure or delay of the Purchaser in exercising any right or remedy hereunder shall operate as a waiver thereof, nor will any single or partial exercise of any right or power, or any abandonment or discontinuance of steps to enforce such right or power, preclude any other or further exercise thereof or the exercise of any other right or power.

5. This Bill of Sale shall be construed, performed and enforced in accordance with, and governed by, the internal laws of the State of California, without giving effect to the principles of conflicts of laws thereof.

6. This Bill of Sale may be executed in any number of counterparts, and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. This Bill of Sale shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto. The parties agree that the delivery of this Bill of Sale may be effected by means of an exchange of facsimile or electronically transferred signatures.

7. [As Applicable, Terms of Section O of the Notice of Auction of Assets to be Incorporated.]

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale to be duly executed by their respective authorized officers as of the date first above written.

ASSIGNEE:

By: _____
Name: _____
Title: _____

PURCHASER:

By: _____
Name: _____
Title: _____