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

11-29-2000

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



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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
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

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 Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

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

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:
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TRADEMARK
REEL: 002182 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)

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.

BETH KOTRAN, ESQ.

November 14, 2000

Name of Person Signing

Signature

Date Signed

GENERAL ASSIGNMENT AND BILL OF SALE

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THIS GENERAL ASSIGNMENT AND BILL OF SALE (this "Agreement") is executed and delivered as of this 15th day of October, 1999, by and among SubMicron Systems Corporation, on behalf of itself and the Akrion Entities (as defined below) and its subsidiaries, SubMicron Systems, Inc., SubMicron Wet Process Stations, Inc., and SubMicron Systems Holdings I, Inc., on the one hand ("Sellers"), and Akrion LLC, a limited liability company organized under the laws of the State of Delaware, on the other hand ("Purchaser").

WITNESSETH:

WHEREAS, pursuant to that certain Asset Purchase Agreement, by and among Sellers and Purchaser, dated as of August 31, 1999 (the "Purchase Agreement"), Sellers, other than the Akrion Entities, have agreed to sell, transfer, and assign substantially all of the assets, property and rights of Sellers which are used in connection with, or related to, the conduct of the Manufacturing Business; and

WHEREAS, the parties now desire to carry out the intent and purpose of the Purchase Agreement by Sellers' execution and delivery to Purchaser of this Agreement in addition to such other instruments as Purchaser shall have otherwise received in accordance with the terms hereof and the Purchase Agreement, evidencing the vesting in Purchaser of all of the assets and properties of Sellers hereafter described.

NOW, THEREFORE, for and in consideration of the premises and the considerations provided in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers hereby convey, grant, bargain, sell, transfer, set over, deliver, and assign unto Purchaser, its successors, and assigns forever, good and marketable title in and to substantially all of the assets, properties and rights of Sellers of every kind and description relating to the Manufacturing Business (the "Transferred Assets"), other than the Excluded Assets (as defined in Section 1.2, and identified in Appendix 1.2, of the Purchase Agreement). The Transferred Assets shall include, without limitation:

- a. the Real Property;
- b. the Personal Property;
- c. the Inventories;

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d. the Receivables;

e. all of Sellers' information of any nature (whether confidential, proprietary or otherwise), including information relating to the Manufacturing Business, including, without limitation: (i) trade secrets, technical information, inventions, formulae, show-how, know-how, designs, processes, patents, confidential or proprietary business information, industrial designs (including design patents), patent applications, patent disclosures, and copyrights, and all improvements thereof and all registrations and pending applications thereof (as applicable), (ii) all data, files, books, records, data processing records, employment and personnel records (or copies thereof), credit records, financial records, accounting records, litigation records, tax returns (or copies thereof), advertising and marketing data, brochures, materials and records, customer lists, order information, computer software, technical manuals and documentation made or used in connection with any of the foregoing, and licenses or rights with respect to the foregoing, and (iii) all of Sellers' other information and intangible property rights relating to the Manufacturing Business and the Transferred Assets;

f. all of Sellers' trademarks, service marks, logos, designs, and trade names of any nature, including those used or useable in the Manufacturing Business (including, without limitation, Sellers' corporate name), all registrations and pending applications therefor in the United States Patent and Trademark Office, any state of the United States, or any other governmental entity, and all goodwill symbolized thereby and associated therewith;

g. the Assigned Contracts;

h. all of Sellers' right, title, and interest under any Open Purchase Orders, contracts, arrangements, leases, licenses, and agreements relating to, or used in, the Manufacturing Business which are entered into after the date of the Purchase Agreement up to the date hereof in the ordinary course of the Manufacturing Business at prices and on terms consistent with the prior operating practices of Sellers (which will be assumed by Sellers and assigned to Purchaser pursuant to the Sale Order); provided, however, that Sellers must promptly disclose to Purchaser any such Open Purchase Order, contract, arrangement, lease, license, or agreement which is described in Sections 3.12(i)-(x) of the Purchase Agreement;

i. all rights, choses in action, and claims against third parties, whether known or unknown, matured or unmatured, accrued or contingent, which relate to, or arise from the conduct of the Manufacturing Business;

j. the Prepaids;

k. all of Sellers' right, title, and interest in and to all Permits (as defined in Section 3.6 of the Purchase Agreement), including, without limitation, certificates of occupancy necessary for or related to the Manufacturing Business; and

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l. all of Sellers' right, title, and interest in the capital stock of Akrion (S) Pte Ltd., Akrion Korea Ltd., and Taiwan Akrion Co., Ltd. (the "Akrion Entities") and any of the items listed in Section 1.1 of the Purchase Agreement with respect to the Akrion Entities.

TO HAVE AND TO HOLD all the Transferred Assets unto Purchaser for their own use and behalf forever, free and clear of all claims, liens, charges, and encumbrances whatsoever, except for Permitted Encumbrances.

1. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

2. Notwithstanding anything herein to the contrary, Sellers are not selling to Purchaser, and the Transferred Assets shall not include, any of the Excluded Assets as provided in Section 1.2, and further specified in Appendix 1.2, of the Purchase Agreement.

3. OTHER THAN THE REPRESENTATIONS AND WARRANTIES EXPRESSLY MADE BY SELLERS IN THE PURCHASE AGREEMENT, SELLERS MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER TO PURCHASER, AND SELLERS EXPRESSLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES AS TO THE MERCHANTABILITY OR FITNESS OF THE TRANSFERRED ASSETS FOR ANY PARTICULAR PURPOSE. Notwithstanding the foregoing, nothing in this Paragraph 3 shall be deemed to supersede, amend, or modify any representation or warranty made in the Purchase Agreement by any of the parties hereto or thereto.

4. This Agreement shall be binding upon Sellers and Purchasers and their respective successors and assigns.

5. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware.

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6. Sellers hereby constitute and appoint Purchaser, and its successors and assigns, as Sellers' true and lawful attorney or attorneys, with full power of substitution in Sellers' names and stead by, on behalf of, and for the benefit of Purchaser and their successors and assigns, to demand and receive any and all of the Transferred Assets transferred hereunder and to give receipts and releases for and in respect of the same, and any part thereof, and from time to time to institute and prosecute, at the expense and for the benefit of Purchaser and its successors and assigns, any and all proceedings at law, in equity or otherwise, which Purchaser, and its successors and assigns, may deem proper for the collection or reduction to possession of any of the Transferred Assets transferred hereunder or for the collection and enforcement of any claim or right of any kind hereby sold, conveyed, assigned, transferred, and delivered, and to do all acts and things in relation to the Transferred Assets transferred hereunder which Purchaser, and its successors and assigns, shall deem desirable, subject to the terms and provisions of the Purchase Agreement, Sellers hereby declaring that the foregoing powers are coupled with an interest and are and shall be irrevocable by Sellers in any manner or for any reason whatsoever.

7. Nothing in this instrument, express or implied, is intended or shall be construed to confer upon, or give to, any persons other than Purchaser, any remedy or claim under or by reason of this instrument or any agreements, terms, covenants, or conditions hereof, and all the agreements, terms, covenants, and conditions contained in this instrument shall be for the sole and exclusive benefit of Purchaser and its permitted assigns.

8. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

9. Purchaser and Sellers shall from time to time after the date hereof, upon the request of any of the other parties and without further consideration, execute, acknowledge, and deliver in proper form any further instruments, and take such further actions as such other party may reasonably require, to carry out effectively the intent of this Agreement.

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

PURCHASER:

AKRION LLC

By: [Signature]
Name: Joseph A. Julian
Title: Vice President

SELLERS:

SUBMICRON SYSTEMS CORPORATION,
on behalf of itself and the Akrion Entities

By: [Signature]
Name: DAVID J FERRAN
Title: PRESIDENT

SUBMICRON SYSTEMS, INC.

By: [Signature]
Name: DAVID J FERRAN
Title: PRESIDENT

SUBMICRON WET PROCESS
STATIONS, INC.

By: [Signature]
Name: DAVID J FERRAN
Title: PRESIDENT

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SUBMICRON SYSTEMS HOLDINGS I
INC.

By: *David J Ferraro*
Name: DAVID J FERRARO
Title: PRESIDENT

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SCHEDULE 3.11(a)
Patents; License Agreements; Trademarks; Intellectual Property

Patents and Patent Applications¹

| <u>Owner</u> | <u>Description</u> | <u>Date Granted</u> | <u>Jurisdiction</u> | <u>Patent No. (Application No.)</u> |
|----------------------------|---|--------------------------------------|---------------------|---|
| SubMicron Systems, Inc. | Sparger Plate for Ozone Gas Diffusion | 1/21/92 | United States | 5,082,518 |
| SubMicron Systems, Inc. | Wafer Carrier Holder for Wafer Carriers | 3/31/92 | United States | 5,100,190 |
| SubMicron Systems, Inc. | Wafer Carrier Holder for Wafer Carriers | 9/22/92 | United States | 5,149,158 |
| SubMicron Systems, Inc. | Cluster Tool Dry Cleaning | 7/20/93 | United States | 5,228,206 |
| SubMicron Systems, Inc. | Cluster Tool Dry Cleaning | Laid-Open Application 11/16/93 | Japan | (936157) |
| SubMicron Systems, Inc. | Process for Etching Oxide Films in a Sealed Photo Chemical Reactor | 8/10/93 | United States | 5,234,540 |
| SubMicron Systems, Inc. | Process for Etching Oxide Films in a Sealed Photo Chemical Reactor | Laid-Open Application 1/28/94 | Japan | (93101531) |
| SubMicron Systems, Inc. | Megasonic Cleaning System | 9/28/93 | United States | 5,247,954 |
| SubMicron Systems, Inc. | Megasonic Cleaning System | Laid-Open Application 8/30/94 | Japan | (92302552) |
| SubMicron Systems, Inc. | High Temperature Ceramic Nut | 7/26/94 | United States | 5,332,271 ² |
| SubMicron Systems, Inc. | High Temperature Ceramic Nut | Laid-Open Application 10/2/92 | Japan | (92265177) |
| SubMicron Systems, Inc. | Chemical Processing System for Maintaining Concentration of | 8/1/95 | United States | 5,437,710 |

¹ Subject to security interests as described under "Patent and Trademark Security Agreements" below.

² The records of the United States Patent and Trademark Office (the "PTO") indicate that on October 6, 1998, the PTO deemed this patent to be expired due to Sellers' failure to pay a required maintenance fee. However, the maintenance fee was in fact paid by Sellers in a timely manner on January 20, 1998. Sellers currently are in the process of petitioning the PTO to remedy this clerical error.

| <u>Owner</u> | <u>Description</u> | <u>Date Granted</u> | <u>Jurisdiction</u> | <u>Patent No. (Application No.)</u> |
|-------------------------|--|-------------------------------|---------------------|-------------------------------------|
| | Semiconductor Processing Solution | | | |
| SubMicron Systems, Inc. | Chemical Processing System for Maintaining Concentration of Semiconductor Processing Solution | Laid-Open Application 8/24/93 | Japan | (92302551) |
| SubMicron Systems, Inc. | High Temperature Ceramic Nut | 10/3/95 | United States | 5,454,677 |
| SubMicron Systems, Inc. | Megasonic Cleaning System | 4/29/97 | United States | 5,625,249 |
| SubMicron Systems, Inc. | Industrial Robot Safety Device that shuts down operation in response to variation in tension of a rope | 9/15/98 | United States | 5,807,408 |
| SubMicron Systems, Inc. | Method and Apparatus for Cleaning Semiconductor Wafers in a Fluid | Application being prepared | United States | Not Applicable |
| SubMicron Systems, Inc. | Method and Apparatus for Cleaning Semiconductor Wafers in a Fluid | Application being prepared | United States | Not Applicable |

Trademarks, Trademark Applications and Trade Names³

| <u>Owner</u> | <u>Description</u> | <u>Registration Date</u> | <u>Jurisdiction</u> | <u>Registration No.</u> |
|-------------------------|----------------------|--------------------------|---------------------|-------------------------|
| SubMicron Systems, Inc. | SUBMICRON | 10/21/97 | United States | 2,106,537 |
| SubMicron Systems Inc. | SubMicron (stylized) | 4/29/97 | United States | 2,057,179 |
| SubMicron Systems, Inc. | SUBMICRON | Reg. Date 5/29/90 | United States | 1,598,327 |
| SubMicron System, Inc. | GAMMA-1 | Filed 2/28/94 | United States | 1,953,666 |
| SubMicron | AKRION | Filed 1/17/98 | United States | 75/414,916 |

³ Subject to security interests as described under "Patent and Trademark Security Agreements" below.

| <u>Owner</u> | <u>Description</u> | <u>Registration Date</u> | <u>Jurisdiction</u> | <u>Registration No.</u> |
|--------------------------------------|--------------------------|--------------------------|------------------------|--|
| Systems, Inc. | | | | Status: Notice of Allowance 3/16/99 |
| SubMicron Systems, Inc. | AKRION | Filed 2/19/99 | Malaysia | 1323/99 |
| SubMicron Systems, Inc. | AKRION | Filed 2/16/99 | Japan | 11-12076 |
| SubMicron Systems, Inc. | AKRION | Filed 2/18/99 | Korea(S) | 1999-4850 |
| SubMicron Systems, Inc. | AKRION | Filed 2/18/99 | Singapore | 1516/99 |
| SubMicron Systems, Inc. | AKRION | Filed 2/24/99 | Taiwan | 88007505 |
| SubMicron Systems, Inc. | SUBMICRON | Filed 5/2/96 | European Union | 1,598,327 |
| SubMicron Systems, Inc. | SUBMICRON | Filed 4/16/96 | Japan | App. #HEI.8-41370 |
| SubMicron Systems, Inc. | SubMicron (stylized) | Filed 4/16/96 | Japan | App. #HEI.8-41369 |
| SubMicron Systems, Inc. | SUBMICRON | Filed 4/16/96 | South Korea | App. #96-15121 |
| SubMicron Systems, Inc. | SubMicron (stylized) | Filed 4/16/96 | South Korea | App. #96-15149 |
| SubMicron Systems, Inc. | SUBMICRON | Filed 4/23/96 | Taiwan | App. #85-18461 |
| SubMicron Systems, Inc. | SubMicron (stylized) | Filed 4/23/96 | Taiwan | App. #85-18460 |
| SubMicron Systems, Inc. | SUBMICRON | Filed 5/14/96 | Thailand | App. #307997 |
| SubMicron Systems, Inc. | SubMicron (stylized) | Filed 5/14/96 | Thailand | App. #307998 |
| SubMicron Systems, Inc. | SUBMICRON | Filed 5/9/96 | United States | App. #75/101,715 |
| SubMicron Wet Process Stations, Inc. | d/b/a Universal Plastics | Not Applicable | Trade Name | Not Applicable |
| SubMicron Systems, Inc. | DIO3 | Not Applicable | Unregistered Trademark | Not Applicable |
| SubMicron Systems, Inc. | ICE-1 | Not Applicable | Unregistered Trademark | Not Applicable |
| SubMicron Systems, Inc. | PRIMAXX2F | Filed 12/10/97 | Canada | 863,783 |
| SubMicron | PRIMAXX | Filed 12/10/97 | Canada | 863,784 |

| <u>Owner</u> | <u>Description</u> | <u>Registration Date</u> | <u>Jurisdiction</u> | <u>Registration No.</u> |
|--------------------------------------|--------------------|--------------------------|---------------------|-------------------------|
| Systems, Inc | | | | |
| SubMicron Systems, Inc. ⁴ | PRIMAXX2F | Filed 4/3/97 | United States | 75/269,169 |
| SubMicron Systems, Inc. ⁴ | PRIMAXX | 6/17/97 | United States | 2,072,092 |
| SubMicron Systems, Inc. | SUBMICRON | Filed 9/4/90 | France | 1625715 |

Copyrights

| <u>Owner</u> | <u>Description</u> | <u>Registration Date</u> | <u>Jurisdiction</u> | <u>Registration No.</u> |
|-------------------------|--------------------|--------------------------|---------------------|-------------------------|
| SubMicron Systems, Inc. | SubMicron, Inc. | 4/29/94 | United States | Txu631815 |
| SubMicron Systems, Inc. | SubMicron, Inc. | 1/8/91 | United States | Txu465289 |

Patent and Trademark Security Agreements

1. Patent and Trademark Security Agreement dated November 25, 1997 by and between SubMicron Systems, Inc. and Greyrock Business Credit, a division of NationsCredit Commercial Corporation.
2. Patent and Trademark Security Agreement dated November 26, 1997 by and among SubMicron Systems, Inc., Equinox Investment Partners, L.L.C., The KB Mezzanine Fund II, L.P. and Celcrity Silicon, L.L.C., as amended by Amendment No. 1 dated December 3, 1998.
3. Patent and Trademark Security Agreement dated March 5, 1999 by and among SubMicron Systems, Inc., Equinox Investment Partners, L.L.C., The KB Mezzanine Fund II, L.P., and Celcrity Silicon, L.L.C., as amended by Amendment No. 1 dated June 1, 1999.

License Agreements

1. Assignment Agreement by and among SubMicron Systems Corporation, SubMicron Systems, Inc. and Primaxx Acquisition Corp. dated October 14, 1998.
2. Assignment, Assumption and Sublicense Agreement by and between SubMicron Systems, Inc. and Primaxx Acquisition Corp. dated October 14, 1998.
3. License and Supply Agreement by and between SubMicron Systems Corporation and Imtec Acquisition Corp. dated December 31, 1997.

⁴ These Trademarks were assigned by SubMicron Systems, Inc. to Primaxx Acquisition Corp. pursuant to a Trademark Assignment dated October 14, 1998. Documentation has not been obtained evidencing that such trademark assignments were filed and recorded with the United States Patent and Trademark Office.

Software

1. Windows NT – version 4.0
2. Office 95 – version 7.0
3. Office 97 – version 97SR2
4. Schedule+ – version 7.0
5. MS Project – version 7.0
6. cc:Mail – version 8.2
7. Autocad – version 12
8. Autocad – version 14
9. Fastlook – version 7.0
10. HP-UX – version 10.20
11. Reflections 1 – version 5.1
12. Reflections 4 – version 4.21
13. Reflections FTP – version 5.10
14. PowerHouse – version 7.33D3
15. InterBase – version 4.0
16. Visibility – version 6.34
17. AME
18. WinZip
19. Equity Edge – version 1.30
20. Norton AntiVirus – versions 4.0 and 5.0
21. Meridian Phone System
22. AD Computer (Payroll) – version 3.7
23. PC Invision For Windows – version 2.10A
24. VAS -- version 4.0
25. FLX Visual HR -- version 4.0.4.A
26. Crystal Reports -- version 4.5.0.0
27. Impromptu -- version 4.01
28. Acrobat -- version 3.0
29. Borland Pascal
30. Compuserve
31. Fastlook
32. MS Visual Source Safe

Noncompliant Software

| <u>Software</u> | <u>Permitted</u> | <u>Installed</u> | <u>Excess</u> | <u>Cost</u> | <u>Full Version Cost</u> | <u>Upgrade Cost</u> | <u>Extended Cost</u> |
|-----------------------|------------------|------------------|---------------|-------------|--------------------------|---------------------|----------------------|
| Acrobat v.3 | 5 | 3 | 0 | | \$217.00 | N/A | N/A |
| AutoCad v.12 | 80 | 46 | 0 | \$2,437.00 | \$2,437.00 | N/A | N/A |
| Boreland Pascal | 16 | 4 | 0 | | | N/A | N/A |
| Co:Mail | 250 | 111 | 0 | | | N/A | N/A |
| Compuserve | N/A | 36 | 0 | | | N/A | N/A |
| Equity Edge | Site license | 3 | 0 | | | N/A | N/A |
| Fastlook | 3 | 13 | 10 | | | \$345.00 | \$3,450.00 |
| Fixed Assets | Site license | N/A | 0 | | | N/A | N/A |
| MS Office 95 | 100 | 80 | 0 | | | N/A | N/A |
| MS Office 97 | 10 | 10 | 0 | | | N/A | N/A |
| MS Project | 10 | 38 | 28 | | | \$147.00 | \$4,116.00 |
| MS Visual Source Safe | 6 | 4 | 0 | | | N/A | N/A |
| NAV v.4 | 100 | 59 | 0 | | | N/A | N/A |
| NAV v.5 | 250 | 13 | 0 | | | N/A | N/A |
| PowerHouse | Site license | N/A | 0 | | | N/A | N/A |
| Reflections | Site license | 64 | 0 | | | N/A | N/A |
| SolidWorks | 1 | 1 | 0 | | | N/A | N/A |
| Visual HR | 5 | 4 | 0 | \$1,944.00 | | N/A | N/A |
| Winfax | 5 | 2 | 0 | | | N/A | N/A |
| WinZip | | 70 | 70 | | 6.50 | N/A | \$455.00 |
| TOTAL | | | | | | | \$8,021 |