

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION**

In re: TVIA INC. SECURITIES LITIGATION	X	
	⋮	No. C-06-06304-RMW
This Document Relates To:	X	
ALL ACTIONS.	⋮	CLASS ACTION
	⋮	PROOF OF CLAIM AND RELEASE
	X	

PROOF OF CLAIM AND RELEASE

I. GENERAL INSTRUCTIONS

1. To recover as a Member of the Class based on your claims in the action entitled *In re Tvia, Inc. Securities Litigation*, No. C-06-06304-RMW (the "Litigation"), you must complete and, on page 15 hereof, sign this Proof of Claim and Release. If you fail to file a properly addressed (as set forth in paragraph 3 below) Proof of Claim and Release, your claim may be rejected and you may be precluded from any recovery from the Settlement Fund created in connection with the proposed settlement of the Litigation.

2. Submission of this Proof of Claim and Release, however, does not assure that you will share in the proceeds of settlement in the Litigation.

3. YOU MUST MAIL YOUR COMPLETED AND SIGNED PROOF OF CLAIM AND RELEASE POSTMARKED ON OR BEFORE JANUARY 30, 2008, ADDRESSED AS FOLLOWS:

Claims Administrator
Tvia Securities Litigation
c/o Strategic Claims Services
P.O. Box 230
Media, PA 19063

If you are NOT a Member of the Class (as defined in the Notice of Pendency and Proposed Settlement of Class Action) DO NOT submit a Proof of Claim and Release form.

4. If you are a Member of the Class and you do not timely request exclusion, you are bound by the terms of any judgment entered in the Litigation, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM AND RELEASE FORM.

II. DEFINITIONS

1. "Defendants" means Tvia, Inc., Eli Porat, Diane Bjorkstrom and Benjamin Silva.

2. "Related Persons" means each of a Defendant's past or present directors, officers, managers, employees, partners, members, principals, agents, underwriters, insurers and co-insurers and their reinsurers, controlling shareholders, venture capital investors, attorneys, accountants or auditors, banks or investment banks, financial advisors, associates, personal or legal representatives, predecessors, successors, parents, subsidiaries, divisions, joint ventures, assigns, spouses, heirs, related or affiliated entities, including without limitation any entity in which a Defendant has a controlling interest, any members of their immediate families, or any trust of which any Defendant is the settlor or which is for the benefit of any Defendant and/or member(s) of his or her family.

3. "Released Parties" means each and all of the Defendants and their respective Related Persons as defined in ¶ 2 hereof.

III. CLAIMANT IDENTIFICATION

1. If you purchased, or otherwise acquired Tvia common stock and held the certificate(s) in your name, you are the beneficial purchaser as well as the record purchaser. If, however, you purchased or acquired Tvia common stock and the certificate(s) were registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial purchaser and the third party is the record purchaser.

2. Use Part I of this form entitled "Claimant Identification" to identify each purchaser of record ("nominee"), if different from the beneficial purchaser of Tvia's common stock which forms the basis of this claim. THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL PURCHASER OR PURCHASERS, OR THE LEGAL REPRESENTATIVE OF SUCH PURCHASER OR PURCHASERS, OF THE TVIA COMMON STOCK ON WHICH THIS CLAIM IS BASED.

3. All joint purchasers must sign this claim. Executors, administrators, guardians, conservators and trustees must complete and sign this claim on behalf of Persons represented by them, and their authority must accompany this claim and their titles or capacities must be stated. The Social Security (or taxpayer identification) number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

IV. CLAIM FORM

1. Use Part II of this form entitled "Schedule of Transactions in Tvia Common Stock" to supply all required details of your transaction(s) in Tvia's common stock. If you need more space or additional schedules, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.

2. On the schedules, provide all of the requested information with respect to all of your purchases or acquisitions of Tvia's common stock between February 2, 2005 and January 30, 2007, inclusive (the "Class Period"), **all** of your sales of Tvia common stock during the Class Period, the number of shares held on the above dates, and whether such transactions resulted in a profit or a loss. Failure to report all such transactions may result in the rejection of your claim.

3. List each transaction in the Class Period separately and in chronological order, by trade date, beginning with the earliest. You must accurately provide the month, day and year of each transaction you list.

4. The term "Purchase Price" means the amount paid for the securities (excluding commission and transfer taxes) and the term "Sales Price" means the amount realized on the sale of the securities (excluding commissions and transfer taxes). The date of the purchase or sale is the "contract" or "trade" date as distinguished from the "settlement" date. The covering purchase of a short sale of Tvia common stock is not eligible for the purposes of the Settlement.

5. Broker confirmations or other documentation of your transactions in Tvia's common stock should be attached to your claim. Failure to provide this documentation could delay verification of your claim or result in rejection of your claim.

6. The above requests are designed to provide the minimum amount of information necessary to process the most simple claims. The Claims Administrator may request additional information as required to efficiently and reliably calculate your losses. In some cases where the Claims Administrator cannot perform the calculation accurately or at a reasonable cost to the Class with the information provided, the Claims Administrator may condition acceptance of the claim upon the production of additional information and/or hiring of an accounting expert at the Claimant's cost.

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION**

*In re Tvia Inc. Securities Litigation,
No. C-06- 06304-RMW*

PROOF OF CLAIM AND RELEASE

Must be Postmarked No Later Than: January 30, 2008

Please Type or Print

PART I: CLAIMANT IDENTIFICATION

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Beneficial Owner's Name (First, Middle, Last)

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Joint Owner's Name (First Middle, Last)

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Record Owner's Name (if different from Beneficial Owner listed above)

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Street Address

	State	Zip Code or Postal Code	
--	-------	-------------------------	--

City

--

Foreign Province

--

Foreign Country

--

Social Security Number:

 -

 -

OR Taxpayer Identification Number:

 -

Check appropriate box:

Individual/Sole Proprietor
 Corporation
 IRA
 Partnership
 Pension Plan
 Trust
 Other: _____

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Area Code

Telephone Number (Work)

Area Code

Telephone Number (Home)

Area Code

Fax Number

--

E-Mail Address

PART II: SCHEDULE OF TRANSACTIONS IN TVIA COMMON STOCK

A. Number of shares of Tvia common stock held at the beginning of trading on February 2, 2005:

Shares of Common Stock: _____

B. Purchases or acquisitions of Tvia’s common stock during the period February 2, 2005 through January 30, 2007 inclusive:

	Trade Date (List Chronologically) (Month / Day / Year)	Number of Shares Purchased or Acquired	Price per share (excluding commissions and transfer taxes)	Total Purchase or Acquisition Price (excluding commissions and transfer taxes)
1.			\$	\$
2.			\$	\$
3.			\$	\$
4.			\$	\$
5.			\$	\$
6.			\$	\$
7.			\$	\$
8.			\$	\$
9.			\$	\$
10.			\$	\$

IMPORTANT: Identify by number listed above all purchases in which you covered a “short sale”: _____

C. Sales of Tvia common stock during the period February 2, 2005 through January 30, 2007, inclusive:

	Trade Date (List Chronologically) (Month / Day / Year)	Number of Shares Sold	Price per share (excluding commissions and transfer taxes)	Total Sales Price (excluding commissions and transfer taxes)
1.			\$	\$
2.			\$	\$
3.			\$	\$
4.			\$	\$
5.			\$	\$
6.			\$	\$
7.			\$	\$
8.			\$	\$
9.			\$	\$
10.			\$	\$

D. Number of shares of Tvia common stock held at close of trading on January 30, 2007:

Shares of Common Stock: _____

YOU MUST READ THE RELEASE AND SIGN ON PAGE 15.

If you require additional space, attach extra schedules in the same format as above. Sign and print your name on each additional page.

V. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I (We) submit this Proof of Claim and Release under the terms of the Stipulation of Settlement described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the Northern District of California with respect to my (our) claim as a Class Member and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be entered in the Litigation. I (We) agree to furnish additional information to support this claim if required to do so. I (We) have not submitted any other claim in this Litigation covering the same purchase, acquisition or retention of Tvia’s common stock during the Class Period and know of no other Person having done so on my (our) behalf.

VI. RELEASE

1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally and forever settle, release and discharge from the Released Claims (as defined below) each and all of the Released Parties (as defined above in Section II).

2. "Released Claims" shall collectively mean all claims (including "Unknown Claims" as defined in ¶ 3 below), demands, losses, rights, liabilities and causes of action under federal or state law, whether based upon statutory or common law, whether class or individual in nature, known or unknown, concealed or hidden, fixed or contingent, that either were asserted or could have been asserted including, without limitation, claims for negligence, gross negligence, breach of contract, breach of duty of care and/or breach of duty of loyalty, fraud, breach of fiduciary duty, or violations of any state or federal statutes, rules or regulations, by the Lead Plaintiff or any Class Member against any of the "Released Parties" as that term is defined in § II ¶ 3 above, arising out of, based upon or related in any way to the purchase, acquisition or retention of Tvia securities during the Class Period, and the facts, transactions, events, occurrences, acts, disclosures, statements, misrepresentations, omissions or failures to act which have been or could have been alleged in the Litigation or in any forum.

3. "Unknown Claims" means any Released Claims that the Lead Plaintiff or any Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Parties, and any Settled Defendants' Claims that any Defendant does not know or suspect to exist in his, her or its favor, which, if known by him, her, or it, might have affected his, her, or its settlement with and release of the Released Parties, or might have affected his, her, or its decision(s) with respect to the settlement. With respect to any and all Released Claims and Settled Defendants' Claims, the Settling Parties stipulate and agree that, upon the Effective Date, Lead Plaintiff and the Defendants shall expressly waive, and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived the provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to California Civil Code §1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

The Lead Plaintiff shall expressly waive, and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived, any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to California Civil Code §1542.

The Lead Plaintiff and Class Members may hereafter discover facts in addition to or different from those that any of them now knows or believes to be true related to the subject matter of the Released Claims, but the Lead Plaintiff shall expressly and each Class Member, upon the Effective Date, shall be deemed to have, and by operation of Judgment shall have, fully, finally, and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Similarly, the Defendants and Released Parties may hereafter discover facts in addition to or different from those that any of them now know or believe to be true related to the subject matter of the Settled Defendants' Claims, but each Defendant shall expressly and each Released Party, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have fully, finally, and forever settled and released any and all Settled Defendants' Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. The Settling Parties acknowledge, and the Class Members and the Released Parties shall be deemed by operation of the Judgment to have acknowledged, that the inclusion of "Unknown Claims" in the definition of Released Claims and Settled Defendants' Claims was separately bargained for and is a key element of the settlement of which these releases are a part.

4. This release shall be of no force or effect unless and until the Court approves the Stipulation of Settlement and the Stipulation becomes effective on the Effective Date (as defined in the Stipulation).

5. I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.

6. I (We) hereby warrant and represent that I (we) have included information about all of my (our) transactions in Tvia's common stock which occurred during the Class Period and the number of shares held by me (us) at the opening of trading on February 2, 2005 and at the end of trading on January 30, 2007.

SUBSTITUTE FORM W-9

Request for Taxpayer Identification Number ("TIN") and Certification

PART I

NAME: _____

Check appropriate box: Individual/Sole Proprietor Pension Plan Corporation
 Partnership Trust IRA Other _____

Enter TIN on appropriate line.

For individuals, this is your Social Security Number ("SSN").

For sole proprietors, you must show your individual name, but you may also enter your business or "doing business as" name. You may enter either your SSN or your Employer Identification Number ("EIN").

For other entities, it is your EIN.

____-____-____ or ____-____-____
Social Security Number Employer Identification Number

PART II

For Payees Exempt from Backup Withholding

If you are exempt from backup withholding, enter your correct TIN in Part I and write "exempt" on the following line: _____.

PART III

Certification

UNDER THE PENALTY OF PERJURY, I (WE) CERTIFY THAT:

- 1. The number shown on this form is (our) my correct TIN; and
- 2. I (We) certify that I am (we are) NOT subject to backup withholding under the provisions of Section 3406 (a)(1)(C) of the Internal Revenue Code because: (a) I am (we are) exempt from backup withholding; or (b) I (we) have not been notified by the Internal Revenue Service that I am (we are) subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the Internal Revenue Service has notified me (us) that I am (we are) no longer subject to backup withholding.

NOTE: If you have been notified by the Internal Revenue Service that you are subject to backup withholding, you must cross out Item 2 above.

SEE ENCLOSED FORM W-9 INSTRUCTIONS

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

I (We) declare under penalty of perjury under the laws of the United States of America that the foregoing information supplied by the undersigned is true and correct. Executed this _____ day of _____ (Month) _____ (Year), in _____ (City), _____ (State/Country).

(Sign your name here)

(Signature of person signing on behalf of Claimant)

(Type or print your name here)

(Print your name here)

(Signature of Joint Claimant, if any)

(Capacity of person(s) signing, e.g., Beneficial Purchaser or Acquirer, Executor or Administrator)

Claims Administrator
Tvia Securities Litigation
c/o Strategic Claims Services
P.O. Box 230
Media, PA 19063

PLEASE FORWARD

FIRST CLASS MAIL U.S. POSTAGE PAID PERMIT NO. 138 PHILADELPHIA, PA
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FIRST CLASS MAIL

PLEASE FORWARD—IMPORTANT LEGAL NOTICE

**ACCURATE CLAIMS PROCESSING TAKES A
SIGNIFICANT AMOUNT OF TIME.
THANK YOU FOR YOUR PATIENCE.**

Reminder Checklist:

1. Please sign the above release and declaration.
2. Remember to attach supporting documentation.
3. Do not send original of stock certificates.
4. Keep a copy of your claim form for your records.
5. If you desire an acknowledgment of receipt of your claim form, please send it Certified Mail, Return Receipt Requested.
6. If you move, please send us your new address.