

08-28-1998

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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



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To the Honorable Commissioner of Patents

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Hytec Flow Systems

MRD 8-24-98

Additional names(s) of conveying party(ies)  Yes  No

2. Name and address of receiving party(ies):

Name: Noah L. Anglin

Internal Address: \_\_\_\_\_

AUG 24

Street Address: 11100 Enchanta Vista

City: San Jose

State: CA

ZIP: 95127

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

Execution Date: 06/21/98; 07/15/98 and 07/16/98

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration numbers(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s)

B. Patent No.(s)

5,790,752

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Laura A. Majerus

Internal Address: GRAHAM & JAMES LLP

Street Address: 600 Hansen Way

City: Palo Alto

State: CA

ZIP: 94304

6. Total number of applications and patents involved: **1**

7. Total fee (37 CFR 3.41):.....\$ 40.00

Enclosed - Any excess or insufficiency should be credited or debited to deposit account

Authorized to be charged to deposit account

8. Deposit account number:

05-0150

5790752

40.00 DP

DO NOT USE THIS SPACE

9. 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.

Laura A. Majerus

*Laura Majerus*

8/21/98

Name of Person Signing

Signature

Total number of pages including cover sheet, attachments, and document: **13**

REEL: 9405 FRAME: 0068

08/27/1998 WRITINGS 0000004

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Form PTO-1595 Continued  
RECORDATION FORM COVER SHEET

Box No. 2. Name and address of receiving party(ies): continued

Name: Roy J. Machamer  
Street Address: 4501 Snell Avenue, #2206  
City: San Jose  
State: CA  
Zip: 95136

Name: Stanley J. Hludzinski  
Street Address: 2521 Royalridge Way  
City: Santa Clara  
State: CA  
Zip: 95051

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PATENT  
REEL: 9405 FRAME: 0069

**SETTLEMENT AGREEMENT  
AND RELEASE AND COVENANT NOT TO SUE**

This Settlement Agreement and Release and Covenant Not to Sue ("Agreement") is entered into on the Effective Date (as defined below), by and between NOAH ANGLIN dba ARK ASSOCIATES, STANLEY HLUDZINSKI and ROY MACHAMER <sup>AKA 6/14/98</sup> (collectively "ANGLIN") on the one hand, and HYTEC FLOW SYSTEMS, JOHN J. SCHIAVO, JR. AND ROBERT GARDNER <sup>GARDNER 6/14/98</sup> (collectively "HYTEC"), on the other.

**RECITALS**

This Agreement is made with reference to the following facts:

A. On or about April 21, 1987, an action was commenced in the Santa Clara County Superior Court entitled NOAH ANGLIN v. HYTEC FLOW SYSTEMS, et al, CMI Action No. CV765594 (the "Action"), alleging breach of contract, declaratory relief and breach of fiduciary duty with respect to certain events stated therein involving the rights and obligations of the parties under a consulting agreement entered into as of November 7, 1985 (the "Consulting Agreement").

B. On June 20, 1987, HYTEC filed a Cross-Complaint in the Action against ANGLIN alleging various causes of action arising in connection with the same general facts as alleged in the Complaint filed in the Action. Thereafter, HYTEC filed a First Amended Complaint in the Action.

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C. On or about October 4, 1987, the United States Department of Commerce, Patent and Trade Office, issued a Notice of Allowance with respect to Application No. 08/573,408, stating that the application had been examined and was allowed for issuance as a patent (the "Patent Application").

The parties hereto desire to settle their disputes and, in that regard, agree as follows:

### AGREEMENT

1. Incorporation of Recitals. All paragraphs of the Recitals are incorporated as though fully set forth herein.

2. Obligations of ANGLIN. In consideration for every obligation, covenant, agreement, representation and warranty of any nature whatsoever undertaken by HYTEC under this Agreement, ANGLIN agree to:

(a) Non-competition. ANGLIN agrees not to compete with HYTEC, or provide consulting services to companies in competition with HYTEC, regarding equipment used for heating fluids for the semiconductor front-end wet processing equipment industry. ANGLIN will return to HYTEC the blueprints and drawings in their possession reflecting the existing in-line fluid heater.

(b) Dismissal of Action. Concurrently with the execution of this Agreement, cause to have executed the Dismissal with Prejudice, Entire Action, in the form attached hereto as Exhibit "A," and forward said executed Dismissal to Samuel A. Chuck, counsel for HYTEC, who shall have the Dismissal executed on behalf of HYTEC

and file the executed Dismissal with the Clerk of the Santa Clara County Superior Court.

3. Obligations of HYTEC. In consideration for every obligation, covenant, agreement, representation and warranty of any nature whatsoever undertaken by ANGLIN under this Agreement, HYTEC agrees to:

(a) Payment to ANGLIN. HYTEC shall pay to ANGLIN the sum of Twenty-Five Thousand Dollars (\$25,000) ("Settlement Funds") 30 (thirty) days after receipt by HYTEC through their attorneys of the counterpart of this Agreement executed by ANGLIN. Payment of the Settlement Funds shall be made by cashier's check payable to The Law Offices of Graham & James LLP Client Trust Account.

(b) Transfer of Patent Rights. By executing this Agreement, and effective upon filing of the Dismissal with the Santa Clara County Superior Court, HYTEC hereby transfers to ANGLIN all of their right, title and interest they have to, and in, the Patent Application and the invention described therein, and any continuations, re-issues, divisionals and/or continuations in part of the Patent Application. ANGLIN further agrees that HYTEC shall be deemed to have a non-exclusive, fully paid-up and non-sub licensable license as to its current and existing products in connection with the Patent Application and the invention described thereunder.

4. Execution of Necessary Documents. The parties agree to execute any and all documents required to effectuate the terms and conditions, purposes and aims of this Agreement, including any documents relating to the above referenced transfer of patent rights. Within two weeks of execution of this Agreement ANGLIN shall notify the

PTO of the above referenced transfer of patent rights, prepare any documents necessary for any transfer and pay all fees in connection therewith.

5. Fees and Costs. Except as set forth herein, each party to this Agreement shall bear his/its own fees and costs, including attorneys' fees, incurred in connection with the Action, the negotiation and drafting of this Agreement, and any and all disputes between the parties hereto as described in the Recitals. HYTEC warrants that it has paid all fees and costs assessed to date by the PTO regarding the Patent Application. ANGLIN agrees to pay all fees and costs assessed in the future by the PTO with respect to the Patent Application including but not limited to maintenance fees.

6. Releases.

(a) Related Parties. As used in this Agreement, the term "Related Parties" shall mean any past, present and future heir, executor, administrator, trust, trustee, beneficiary, business entity (including all past and present employees thereof), representative, attorney, insurance company, successor, predecessor, affiliate, assignee, assignor, joint venturer, partner, parent or affiliated entity, subsidiary, agent, employee, officer, director, shareholder, owner or alter ego of the party to which reference is being made.

(b) Released Matters. As used in this Agreement, the term "Released Matters" shall mean any and all claims, liens, demands, obligations, actions, causes of actions, counts, damages, liabilities, losses, fees, costs or expenses, of any nature whatsoever, known or unknown, past or present, ascertained or unascertained, suspected or unsuspected, existing or claimed to exist, which the party giving the release as determined by the paragraph in which the term "Released Matters" is used,

or its Related Parties, or any of them, have had or now have against any party hereto, which arise out of or are in any way connected with the claims and matters alleged in the Action or the facts stated in the Recitals. Provided, however, that the obligations created under this Agreement shall survive the terms of this release.

(c) Release By ANGLIN. In consideration of each and every other obligation undertaken by HYTEC in this Agreement, which ANGLIN agrees constitutes adequate, good, legal and valuable consideration, ANGLIN does hereby release, remise and forever discharge HYTEC and their Related Parties from the Released Matters.

(d) Release By HYTEC. In consideration of each and every other obligation undertaken by ANGLIN in this Agreement, which HYTEC agrees constitutes adequate, good, legal and valuable consideration, HYTEC does hereby release, remise and forever discharge ANGLIN and their Related Parties from the Released Matters.

7. Covenant Not to Sue. The parties represent that they have not filed, nor will they file at any time hereafter, any claim or legal action with any local, state or federal agency or court relating in any manner to the Released Matter, other than the Action, and if any such governmental agency or court assumes jurisdiction of any complaint or charge against the parties hereto relative to any of the Released Matters, such parties will request such agency or court to withdraw from the matter. Provided, however, that nothing in this paragraph shall bar an action or motion to enforce the terms of this Agreement.

8. Representations and Warranties. As an integral and material part of this Agreement, and except as expressly noted, each party represents and warrants as follows:

(a) That to the best of their knowledge, each party is the sole owner of their respective Released Matters and they have not sold, transferred, conveyed, assigned or hypothecated any of their Released Matters.

(b) That each party is duly authorized to execute this Agreement on behalf of themselves and their Related Parties and that this Agreement as so executed constitutes a legal, valid and contractual obligation binding upon them and their respective Related Parties.

(c) That the representations and warranties set forth above shall endure forever and shall survive any investigation made by or on behalf of any party hereto, or their Related Parties, or any of them, regardless of any actual or constructive knowledge on their part, with respect to the truth or accuracy of any such representation or warranty.

9. Denial of Liability. The parties to this Agreement each acknowledge that the parties hereto deny any liability to the other parties hereto in connection with the Action but desire to resolve the claims and causes of action between and among them without the necessity of further litigation. This Agreement is a compromise of disputed claims; accordingly this Agreement and the furnishing of consideration for this Agreement shall not constitute an admission of liability or wrongdoing, any and all of which liability or wrongdoing is expressly denied.



10. Waiver of Claims. This Agreement is a full, final and general release and specifically includes all Released Matters. The parties hereto, for themselves and their respective Related Parties, expressly waive any right or claim of right they may have under the provisions of California Civil Code Section 1542 or similar provision of Federal or any state, statutory or common law. The parties understand that California Civil Code Section 1542 provides as follows:

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

11. Understanding of Agreement. Each party affirms and acknowledges that they have both read this Agreement and had an opportunity to have this Agreement fully explained by counsel of choice, and fully understands and appreciates the words and terms used in this Agreement and their effect. Each party further affirms and acknowledges that this Agreement is a full and final compromise, release and settlement of the Released Matters, and that each party signs this Agreement of their own free will. Each party, and/or the respective attorneys of each party, has carefully and fully reviewed and revised, or has had an opportunity to review and revise this Agreement. Accordingly, the parties agree that the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not be utilized in the interpretation of this Agreement.

12. Effect of Caption. The titles to the various provisions of this Agreement are used for convenience or reference only and are not intended to and shall not in any way enlarge or diminish the rights and obligations of the parties hereto or effect the meaning or construction of this Agreement.

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13. Different or Subsequently Discovered Facts. Each party acknowledges and agrees that this Agreement is a complete compromise of matters involving disputed issues of law and fact and fully assumes the risk that the investigation he or she has conducted, if any, relating to the Released Matters, may be inadequate and that the facts with respect to which this Agreement is executed may hereafter be found to be different from the facts that such party now believes to be true. Each party assumes the risk of such possible differences of facts and hereby agrees that this Agreement shall remain in effect, notwithstanding such differences of fact. Each party further recognizes that the other parties to this Agreement may have information or facts of which they are not aware and agrees and acknowledges that in entering into this Agreement he or she is not relying on the representations of any other party regarding the facts and circumstances relating to the Released Matters.

14. Governing Law/Continuing Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. Partial Invalidity. Should any part, term, provision or portion of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any laws of any state, or of the United States, and on account thereof, or for any other reason, be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions or provisions shall be enforceable and shall not be affected thereby.

16. Entire Agreement; Modification Only by Writing. This Agreement sets forth the entire agreement between the parties hereto and supersedes any and all prior agreements and understandings between the parties pertaining to any subject matter contained in this Agreement. The parties agree and acknowledge that there are no

contemporaneous oral agreements between the parties relating to the subject matter of this Agreement. This Agreement may be amended, or any right or condition hereunder waived, only by written instrument signed by the party against whom such an amendment or waiver is sought to be enforced.

17. Counterpart Signatures. This Agreement may be executed in any number of counterparts, with the same effect as if all parties have signed the same document, and each such executed counterpart shall be deemed to be an original instrument. All such executed counterparts together shall constitute one and the same instrument. True and correct copies may be used in lieu of the original.

18. Gender. Whenever the singular or plural number, or masculine or feminine or neuter gender, is used herein, or references to corporations or entities are made, it shall equally include the other.

19. Effective Date of Agreement. The parties hereto deem this Agreement to be effective as of the latest date, month and year on which a party executes this Agreement ("Effective Date").

Dated: 6/21/98

Noah Anglin  
NOAH ANGLIN

Dated: 6/21/98

Stanley Ludzinski  
STANLEY LUDZINSKI

Dated: 6/21/98

Roy Madhamer  
ROY MADHAMER

Dated: 7/15/98

John J. Schiavo, Jr.  
JOHN J. SCHIAVO, JR.

Dated: 7/16/98

Robert Gardner  
ROBERT GARDNER  
GARDNER  
7/16/98



Dated: July 15, 1988

HYTEC FLOW SYSTEMS

By J. C. Dennis Jr.

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