

12-16-1998

Substitute Form PTO-1595 Attorney Docket No.: 07724/002001



CORDATION FORM COVER SHEET
PATENTS ONLY

100921754

Please record the attached original document.

1. Name of conveying party(ies):
Megapanel Corporation

2. Name and address of receiving party(ies):
**Ultratech Stepper, Inc.
3050 Zanker Road
San Jose, CA**

Additional name(s) attached? Yes No

3. Nature of conveyance: **12-14-98**

Additional names/addresses attached? Yes No

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other:

Execution Date: **12/2/98, 12/4/98**

4. Application number(s) or patent number(s):

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

A. Patent Application No.(s):

B. Patent No.(s):

**5,298,939
5,835,195**

Additional numbers attached? Yes No

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

**Wayne P. Sobon, Reg. No. 32,438
Fish & Richardson P.C.
2200 Sand Hill Road, Suite 100
Menlo Park, CA 94025**

6. Total number of applications/patents involved: **2**

7. Total fee (37 CFR 3.41): **\$80**

- Enclosed
- Authorized to charge deposit account

8. Deposit account number: **06-1050**

If the fee above is being charged to deposit account, a duplicate copy of this cover sheet is attached. Please apply any additional charges, or any credits, to our Deposit Account No. 06-1050.

DO NOT USE THIS SPACE

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9. Statement and signature: *To the best of my knowledge and belief, the foregoing information is true and correct and the attached is the original document.*

Wayne P. Sobon, Reg. No. 32,438

Name of Person Signing

Signature

Date

12/10/98

Total number of pages including cover sheet, attachments, and document: **3**

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80.00 DP

Date of Deposit **12/10/98**

I hereby certify under 37 CFR 1.8(a) that this correspondence is being deposited with the United States Postal Service as first class mail with sufficient postage on the date indicated above and is addressed to the Assistant Commissioner for Patents, Washington, D.C. 20231.

[Signature]

PATENT

REEL: 9633 FRAME: 0607

EXHIBIT A

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Agreement") is made and entered into effective December 03, 1998 between Ultratech Stepper, Inc. ("Ultratech"), a Delaware corporation having its principal place of business in San Jose, California, and Megapanel Corporation ("Megapanel"), a Nevada corporation having its principal place of business in Sunnyvale, California, both of which may be referred to herein as a "Party" or referred to collectively as "the Parties."

WHEREAS the Parties are currently involved in a civil action pending in the Superior Court of California for the County of Santa Clara styled Ultratech Stepper, Inc. v. Megapanel Corporation et al., Case No. CV754723 (the "Lawsuit"); and

WHEREAS Megapanel has agreed to assign certain patent rights to Ultratech in settlement of the Lawsuit;

NOW WHEREFORE as a condition of that settlement and in consideration of the mutual covenants, agreements, representations and warranties contained in this Agreement, the Parties agree as follows:

1. Definitions.

"'939 Patents" means U.S. Patent No. 5,298,939, entitled "Method and Apparatus for Transfer of a Reticle Pattern onto a Substrate by Scanning," and any related patents or patent applications, including any United States and foreign patents, divisions, continuations, continuations in part, reexaminations and reissues thereof, utility models, and design registrations granted for any inventions or improvements disclosed in such patents or patent applications. Such related patents and patent applications specifically include U.S. Patent No. 5,835,195, "Method and Apparatus for Transfer of a Reticle Pattern onto a Substrate by Scanning," issued on November 10, 1998.

2. Assignment of the '939 Patent.

A. Megapanel hereby represents and warrants that it owns all right, title and interest in the '939 Patents and in any inventions or improvements embodied or disclosed in such patents, and that it has the right and authority to make the assignment to be made herein.

B. Megapanel hereby assigns to Ultratech and its successors and assigns the entire right, title and interest throughout the world in the '939 Patents, including all of the inventions and improvements which are the subject of such patents.

C. Megapanel hereby represents and warrants that it has identified in Paragraph 1, above, each of the '939 Patents (including any patents and patent applications as defined in that Paragraph). Megapanel agrees to cooperate with Ultratech to ensure that an assignment of each such '939 Patent is recorded in the United States Patent Office. Megapanel further agrees to cooperate with Ultratech as necessary to secure any additional patent rights based on the inventions and improvements disclosed in the '939 Patents, including notification of any upcoming prosecution deadlines, such as for filing papers or responding to actions of the U.S. Patent Office.

3. Integration.

This Assignment Agreement and the contemporaneous Settlement Agreement and License Agreement entered into between the Parties constitute the entire understanding of the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, concerning the subject matter of this Agreement. There are no warranties, representations or agreements between the Parties in conjunction with this Agreement except as specifically set forth herein.

4. Enforcement.

Should any proceeding of any kind be instituted to interpret or enforce this Agreement, or should the interpretation or enforcement of this Agreement be necessary in a proceeding of any kind (for example, by furnishing a defense), the court or other tribunal shall award to the Party prevailing on the Agreement its costs, expenses and fees, including attorney's fees, incurred in connection with interpreting or enforcing the Agreement.

5. Beneficiaries.

This Agreement shall bind Megapanel and its successors and assigns, and shall inure to the benefit of Ultratech and its successors and assigns.

6. Captions and Interpretation.

Titles or captions contained in this Agreement are inserted for convenience of reference only and shall not be considered in the interpretation of this Agreement. No provision of this Agreement is to be interpreted for or against any Party because that Party or its attorney drafted the provision.

7. Governing Law.

This Agreement shall be construed and governed in accordance with the laws of the State of California, as applied to contracts formed and to be performed solely in the State, and with the laws of the United States. This agreement may be enforced in any court of competent jurisdiction in California.

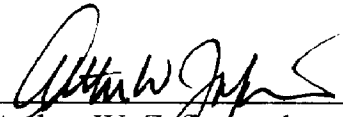
8. Counterparts.

This Agreement may be executed in counterparts which taken together shall constitute one document.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the date first set forth above.

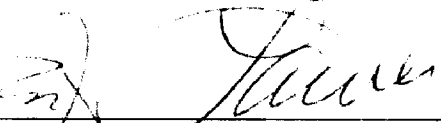
Dated: December 4, 1998

ULTRATECH STEPPER, INC.

By: 
Arthur W. Zafropoulo
Chairman and Chief Executive Officer

Dated: December 2, 1998

MEGAPANEL CORPORATION

By: 
Jan Lauver

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