

04-19-1999

OMB No. 0651-0011 (exp. 4/94)

PATENT



101014318

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies).

Avimo Group Limited

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Dates: January 5, 1999

2. Name and address of receiving party(ies)

Filplas Vacuum Technology PTE Ltd.

Address:

34 Bukit Pasoh Road

Singapore 089848

Additional names(s) & address(es) attached? ☐ Yes ☒ No

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

08/894,419 & 08/894,420

A. Patent Application No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Alan Israel

Address: KIRSCHSTEIN, et al.

489 Fifth Avenue

New York, New York 10017

6. Total number of applications and patents involved: 2

7. Total Fee (37 C.F.R. 3.41).....\$80.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: _____

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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.

Alan Israel
Name of Person Signing

[Signature]
Signature

April 8, 1999
Date

Total number of pages including cover sheet, attachments, and document: **6**

PATENT

REEL: 9885 FRAME: 0093


SCHEDULE 1

APPLICATIONS

<u>Application No.</u>	<u>Country Filed</u>	<u>Date Filed</u>	<u>Brief Title</u>
GB 9503305.6	United Kingdom	20 February 1995	Filtered Cathodic Arc Source
WO PCT/GB96/00389	PCT	20 February 1996	
EP 96903119.4	European Patent Office	20 February 1996	
US 08/894 420	United States	20 February 1996	
SG 9704281-6	Singapore	20 February 1996	
GB 9503304.9	United Kingdom	20 February 1995	Deposition Apparatus
WO PCT/GB96/00390	PCT	20 February 1996	
EP 96903120.2	European Patent Office	20 February 1996	
US 08/894 419	United States	20 February 1996	
SG 9704279-0	Singapore	20 February 1996	

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CERTIFIED TRUE COPY
PANG KIM WOON
Advocate & Solicitor
SINGAPORE

Execution Copy

Between

AVIMO GROUP LIMITED
as the Assignor

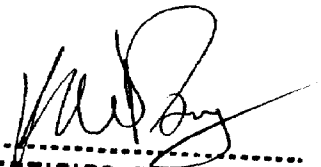
and

FILPLAS VACUUM TECHNOLOGY PTE LTD
as the Assignee

DEED OF ASSIGNMENT

AS/JM/1998-222/co

ARFAT SELVAM & GUNASINGHAM
Advocates & Solicitors
30 Raffles Place, #12-00 Caltex House
Singapore 048622


CERTIFIED TRUE COPY

This Deed of Assignment is made the 5th day of January

1999 PANG KIN WEN
Advocate & Solicitor
SINGAPORE

BETWEEN

AVIMO GROUP LIMITED, a public company incorporated under the laws of the Republic of Singapore and having its registered office and principal place of business at 34 Bukit Pasoh Road, Singapore 089848 (hereinafter referred to as "the Assignor")

AND

FILPLAS VACUUM TECHNOLOGY PTE. LTD., a private limited company incorporated under the laws of the Republic of Singapore and having its registered office at 34 Bukit Pasoh Road, Singapore 089848 (hereinafter referred to as "the Assignee").

WHEREAS

- A. The Assignor is the proprietor and beneficial owner of the two (2) patent applications as listed in Schedule 1 (the "Applications");
- B. The Assignor agrees to assign all its right, title and interest in and to the Applications to the Assignee in consideration for which the Assignee covenants with the Assignor that the Assignor shall be allotted and issued 144,999 ordinary shares of par value S\$1 each in the capital of the Assignee credited as fully paid up;
- C. The Assignee agrees to accept such assignment, subject to the terms and conditions herein contained.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises herein contained, and for other consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

- 1. The Assignor, with full title and guarantee, hereby **ASSIGNS** absolutely to the Assignee free from encumbrances, for itself and its successors, transferees and assignees:
 - 1.1 all its right, title and interest in and to the Applications and the inventions described in the Applications (hereinafter called the "Inventions");
 - 1.2 the right to sue for damages and all any other remedies in respect thereof including, without limiting to, all rights relating to any acts or infringements whether past or future, to instigate and take proceedings, within the scope of the claims of any published specification of any of the Applications; and
 - 1.3 the right to apply for, prosecute and obtain patent or similar protection throughout the world in respect of the Inventions claimed

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in the Applications including the right to claim priority therefrom to the intent that the grant of any patents or similar protection shall be in the name of and vest in the Assignee.


2. The Assignor represents that under a Collaboration and Know-How Agreement dated 24th May 1995 the Assignor obtained the Nanyang Technological University's ("NTU") right, title and interest in the Applications and Inventions, and has the right to assign or otherwise transfer as set forth herein, and covenants with the Assignee that the Assignor has not at any time before, on or after the date hereof made and will not hereafter make any assignment, grant, mortgage, licence, or other agreement affecting the right, title, and interest herein assigned or otherwise transferred, save for the licence granted to NTU under the aforesaid Collaboration and Know-How Agreement. For the avoidance of doubt, it is acknowledged by all parties that collaborations with third parties had been entered into by the Assignor with a view to developing and commercialising the Applications and Inventions prior to the date of this Deed, and that certain limited rights may have accrued to such third parties in the course of such collaborations.
3. Each party further covenants to each other that it will at all times hereafter do all such acts and execute all such documents as may be reasonably necessary or desirable both to consummate the transactions as contemplated herein and to assist in the resolution of any question between the parties.
4. If any provision of this Deed shall be held to be invalid, illegal or unenforceable, in whole or in part, under any applicable law, the validity, legality and enforceability of the remaining provisions under such jurisdiction shall not be affected or impaired thereby, nor shall the validity, legality and enforceability of this Deed be in any way affected to or impaired under the laws of any other jurisdiction.
5. This Deed shall be governed by and construed in accordance with the laws of Singapore. In relation to any legal action or proceeding arising out of or in connection with this Deed, the parties hereby irrevocable and unconditionally submit to the exclusive jurisdiction of the courts of Singapore.

* * * * *

IN WITNESS whereof the Assignor and the Assignee hereto have executed this Deed of Assignment the day and year first above written.

SIGNED, SEALED AND DELIVERED
ON BEHALF OF
AVIMO GROUP LIMITED

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)
)




Director

Director/Secretary

SIGNED, SEALED AND DELIVERED
ON BEHALF OF
FILPLAS VACUUM TECHNOLOGY PTE. LTD.

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)
)



Director

Director/Secretary

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RECORDED: 04/12/1999

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