

10-07-1999



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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

OCT
PATENTS ONLY
Attorney's Do. No. 9109-13

MED 10-4-99

In re application of: JAMES D. PARSONS and B. LEO KWAK
U.S. Serial No. 09/351,106 Filed: July 6, 1999
For: ADHESION AND/OR ENCAPSULATION OF SILICON
CARBIDE-BASED SEMICONDUCTOR DEVICES ON CERAMIC SUBSTRATES.

HEREBY CERTIFY THAT THIS CORRESPONDENCE IS BEING DEPOSITED WITH THE UNITED STATES POSTAL SERVICE AS FIRST CLASS MAIL IN AN ENVELOPE ADDRESSED TO:

COMMISSIONER OF PATENTS AND TRADEMARKS, WASHINGTON D.C. 20231

ASSISTANT COMMISSIONER FOR PATENTS, WASHINGTON D.C. 20231

ASSISTANT COMMISSIONER FOR TRADEMARKS, 2300 CRYSTAL DRIVE, ARLINGTON VA 22202-3513

ON: 29 Sept 1999

Box Assignment
Commissioner of Patents and Trademarks
Washington, D.C. 20231

Please record the attached original document or copy thereof and return the recorded instrument to the undersigned.

1. Name of party(ies) conveying an interest: **JAMES D. PARSONS**, 15900 S.W. Raven Court, Beaverton, Oregon 97007
2. Name and address of party(ies) receiving an interest: **3C SEMICONDUCTOR CORPORATION**, an Oregon corporation, 5429 SW Viewpoint Terrace, Portland, Oregon 97201-3964
3. Description of the interest conveyed: Employment Agreement
Date of execution of attached document: April 21, 1995
4. Application number: 09/351,106 Additional sheet attached? No
5. Name and address of party to whom correspondence concerning document should be mailed:

MARGER JOHNSON & McCOLLOM, P.C.
1030 S.W. Morrison Street
Portland, Oregon 97205
Telephone: (503) 222-3613
6. Number of applications and patents involved: 1
7. Enclosed is our check for \$40.
8. Any deficiency or overpayment should be charged or credited to deposit account number 13-1703.
9. 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.

Customer No. 20575
10/05/1999 MTHA11 00000291 09351106
01 FC:581 40.00 OP

Respectfully submitted,

MARGER JOHNSON & McCOLLOM, P.C.

Dated: 29 Sept 1999

By:
Alexander C. Johnson, Jr.
Registration No. 29,396

MARGER JOHNSON & McCOLLOM, P.C.
1030 S.W. Morrison Street
Portland, Oregon 97205
Telephone: (503) 222-3613

Total number of pages comprising cover sheet and attached assignment: 7

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made effective as of April 21, 1995 between 3C Semiconductor Corporation, an Oregon corporation (the "Company") and James D. Parsons ("Employee").

RECITALS

A. The Company is a corporation engaged in the development and distribution of materials and processes used in the semiconductor manufacturing industry.

B. The Company desires to employ Employee on a part-time basis subject to the terms and conditions set forth in this Agreement.

C. Employee desires to accept employment with the Company, subject to the terms and conditions set forth in this Agreement.

AGREEMENT

In consideration of the foregoing and the mutual promises contained in this Agreement, the parties agree as follows:

1. Employment and Term.

The Company shall employ Employee, and Employee shall serve the Company, on the terms and subject to the conditions set forth herein, for the period commencing on July 1, 1995 and ending on June 30, 1998, unless this Agreement is earlier terminated in accordance with Section 4 hereof.

2. Position and Duties.

Employee shall have such title, powers and duties as may be prescribed from time to time by the Board of Directors of the Company or the President. Employee shall devote 51 percent of his working time and efforts to the business and affairs of the Company.

3. Compensation and Benefits.

The Company shall pay to Employee a salary of \$3,370.68 per month from July 1, 1995 until this Agreement terminates and shall pay for or reimburse Employee for medical and dental benefits substantially equivalent to the benefits

Employee received while employed full time by the Oregon Graduate Institute.

4. Termination.

This Agreement may be terminated before June 30, 1998 (1) by the Company for "cause," as defined in the next sentence of this Section 4 or (ii) by Employee for any reason or no reason; provided, however, that early termination of this Agreement by either party shall not alter the Company's rights under Sections 5, 6, or 7 of this Agreement. For purposes of this Agreement, the term "cause" shall mean any of the following:

(i) a breach by Employee of this Agreement or any other agreement between Employee and the Company;

(ii) conviction of a felony; or

(iii) any act involving dishonesty toward the Company or other conduct materially injurious to the Company.

5. Confidential Information.

5.1 Definition. In this Agreement the term "Confidential Information" shall mean (a) all trade secrets and proprietary information and materials of the Company, (b) all information and materials treated by the Company as confidential, and (c) all information and materials relating to the materials, processes and technology developed or to be developed by the Company. Confidential Information includes, but is not limited to, the following types of information: discoveries, inventions, concepts, software in various stages of development, designs, drawings, specifications, techniques, models, data, source code, object code, documentation, diagrams, flow charts, research, development, processes, procedures, "know-how," marketing techniques and materials, marketing and development plans, customer names, price lists, pricing policies, and financial information.

5.2 Ownership. Employee acknowledges that all confidential information is, and shall continue to be, the exclusive property of the Company, whether or not prepared in whole or in part by Employee and whether or not disclosed to Employee or entrusted to Employee's custody in connection with Employee's work for the Company.

5.3 Nonuse and Nondisclosure. Employee shall not, during the term of this Agreement or thereafter, use Confidential Information except as required in connection with performance of his duties as an employee of the Company, nor shall he disclose to others any Confidential Information unless the Company shall have given its written consent to such disclosure.

5.4 Exclusions. Employee's confidentiality obligations shall not apply to information which is now or becomes part of the public domain through lawful means.

6. Discoveries and Inventions.

6.1 Definition. In this Agreement the term "Discoveries and Inventions" shall mean all trade secrets, discoveries and inventions, whether patentable or unpatentable, or protected or protectible under the copyright or other intellectual property laws, which Employee conceives, develops or reduces to practice while employed by Company or within 12 months thereafter which: (a) relate to or arise out of Employee's job responsibilities for the Company; (b) result from use of Company time, materials, or equipment; (c) result from research, development or other activities of Company; or (d) which pertain in any manner to the business or products of Company; provided, however, that all inventions, if any, of Employee made prior to the date hereof are excluded from this Agreement, but only if listed on EXHIBIT A. Employee acknowledges that EXHIBIT A contains a complete list of all such inventions, if any.

6.2 Disclosure and Assignment. Employee shall disclose and assign to the Company all Discoveries and Inventions. Employee agrees that all such Discoveries or Inventions shall be and remain the sole and exclusive property of the Company and that Employee will, upon request and without further compensation, do all lawful things reasonably necessary to ensure or perfect the Company's ownership including, without limitation, execute such assignments, patent or copyright applications, or other documents as may be requested by the Company.

7. Surrender of Materials Upon Termination.

Employee agrees that upon termination of employment he shall immediately surrender to the Company all of the property and other things of value, including but not limited to all personal notes, drawings, manuals, documents, photographs, or the like, including copies thereof, which

contain confidential information or which relate to the business of the Company.

8. Prior Employment.

Employee acknowledges that the Company is not employing him to obtain any information which is the property of any previous employers or any others for whom Employee has performed services. Employee warrants and represents to the Company that he will not, in performing services under this Agreement, make use of information which is the property of and/or confidential to any previous employer or other person or entity for whom Employee has furnished services, that Employee has disclosed to the Company all prior employment, consulting or other agreements which may impose restrictions on his activities, and that Employee is not currently subject to any restrictions which would prevent Employee from carrying out his responsibilities for the Company.

9. Remedies.

Employee acknowledges that breach of Sections 5, 6 or 7 of this Agreement will cause irreparable harm to the Company and that, in the event of such a breach, in addition to other remedies provided by applicable law, the Company will be entitled to immediate issuance of a temporary restraining order or preliminary injunction enforcing this Agreement.

10. Miscellaneous.

10.1 Entire Agreement; Amendment. This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof and may be amended only by written agreement between the Company and Employee.

10.2 Notices. Any notice required or permitted under this Agreement shall be in writing and shall be deemed sufficient when delivered personally to the party to whom it is addressed or when deposited into the United States Mail as registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Company:

3C Semiconductor Corporation
c/o ORTDF
4370 NE Halsey, Suite 233
Portland, OR 97213-1566

If to Employee: James D. Parsons
15900 SW Raven Court
Beaverton, OR 97007

10.3 Successors and Assigns. The rights and benefits of this Agreement shall inure to the benefit of and be enforceable by the Company's successors and assigns.

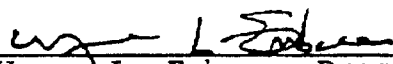
10.4 Further Action. The parties agree to execute such further instruments and to take such further action as may reasonably be necessary to carry out the intent of this Agreement.

10.5 Applicable Law; Disputes. The terms and conditions of this Agreement shall be governed by the laws of the State of Oregon, without regard to the choice of law principals applied in the courts of such state. In the event either party institutes litigation hereunder, the prevailing party shall be entitled to reasonable costs and attorneys' fees to be set by the trial court and, upon any appeal, the appellate court.

10.6 Counterparts. This Agreement may be executed in two counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

COMPANY: 3C SEMICONDUCTOR CORPORATION

By: 
Wayne L. Embree, President

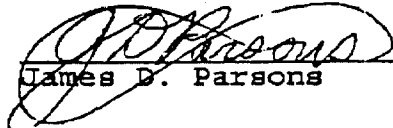
EMPLOYEE: 
James D. Parsons

EXHIBIT A

EMPLOYEE INVENTIONS

None.

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6