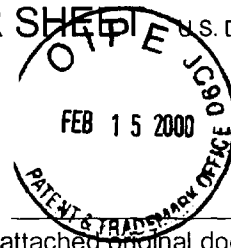


*MWD  
2-15-00*

03-17-2000



OMB N. 0651-0011 (exp. 4/94)

101291899

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

1. Name of conveying party(ies)

DELFINO, Michelangelo

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

3. Nature of conveyance:

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

Execution Date: April 25, 1988

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

Name: Varian Associates, Inc.  
Internal Address: \_\_\_\_\_

Street Address: 3100 Hansen Way  
City: Palo Alto State: California Zip: 94304-1038

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

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

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

A. Patent Application No.(s)

09/379,439  
09/379,819

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

Name: Mitchell P. Brook, Esq.  
Internal Address: Baker & McKenzie  
101 West Broadway  
12th Floor  
Street Address: Same As Above  
City: San Diego State: CA Zip: 92101

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:

02-0410 of Baker & McKenzie  
(Attached duplicate copy of this page if paying by deposit account)

03/16/2000 DC0ATES 00000090 09379439

01 FC:581

80.00 OP

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the forgoing information is true and correct and any attached copy is a true copy of the original document.

Mitchell P. Brook  
Name of Person Signing

Signature

February 8, 2000  
Date

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

Mail documents to be recorded with required cover sheet information to:  
**COMMISSIONER OF PATENTS AND TRADEMARKS, BOX ASSIGNMENTS**



# Agreement

IN CONSIDERATION of my employment or the continuance of my employment by VARIAN ASSOCIATES, INC., I agree as follows:

1. For the purpose of this Agreement the term "the Company" shall include VARIAN ASSOCIATES, INC., its subsidiaries and/or its affiliates in which VARIAN ASSOCIATES, INC. now or hereafter during the term of this Agreement owns more than twenty percent of the stock eligible to vote for directors and the assignees and licensees of VARIAN ASSOCIATES, INC., its subsidiaries and affiliates.
2. I agree that all information and know-how, whether or not in writing, of a private, secret or confidential nature concerning the Company's business affairs, including its inventions, products, processes, projects, developments, and plans are and shall be the property of the Company, and I will not disclose the same to unauthorized persons or use the same for any unauthorized purposes without written approval by an officer of the Company, either during or after the term of my employment, until such time as such information has become public knowledge. I also agree to treat all U. S. Government classified information and material in the manner specified by applicable Government regulations.
3. I agree that all files, letters, memos, reports, sketches, drawings, laboratory notebooks or other written material containing matter of the type set forth in paragraph 2 above which shall come into my custody or possession shall be and are the exclusive property of the Company to be used by me only in the performance of Company duties and that all such records or copies thereof in my custody or possession shall be delivered to the Company upon termination of my employment.
4. I agree that my obligation not to disclose or to use proprietary or confidential information of the types set forth in paragraphs 2 and 3 above also extends to such types of information of customers of the Company or suppliers to the Company who may have disclosed or entrusted such information to the Company or me in the course of business.
5. I hereby assign and agree to assign to the Company or its designee all my right, title and interest in and to all inventions, improvements, discoveries or technical developments, whether or not patentable, which I, solely or jointly with others, may conceive or reduce to practice during the term of my employment and which are conceived or first actually reduced to practice (a) in the utilization by the Company of my services in a technical or professional capacity in the areas of research, development, marketing, management, engineering or manufacturing, or (b) pursuant to any project of which I am a participant or member and that is either financed or directed by the Company, or (c) at the Company's expense, in whole or in part. All other inventions, improvements, discoveries or technical developments shall remain my property.
6. I agree to promptly disclose to and to cooperate with the Company or its designee, both during and after employment, with respect to the procurement of patents for the establishment and maintenance of the Company's or its designee's rights and interests in said inventions, improvements, discoveries or developments, and to sign all papers which the Company may deem necessary or desirable for the purpose of vesting the Company or its designee with such rights, the expense thereof to be borne by the Company.
7. Since I am to assign to the Company certain inventions which I may conceive or first actually reduce to practice after I enter the employ of the Company, I have listed below all those inventions which I own at this time and which I believe should be brought to the attention of the Company to avoid future misunderstandings as to ownership.
8. I agree that I will make no claim for pecuniary award or compensation under the provisions of the Atomic Energy Act of 1954, as amended, with respect to any invention or discovery made or conceived by me, solely or jointly with others, in the course of or under any contracts that the Company now has or may have pertaining to work for the Atomic Energy Commission during the term of my employment.
9. This Agreement supercedes all prior discussions, representations and understandings between the parties hereto relating to subject matter hereof, and may not be waived or modified except by express written agreement executed by employee and by an authorized representative of Varian.

**AGREEMENT TO ASSIGN**

executed April 25, 1988

To be recorded regarding:

US Patent App. No. 09/379,439

US Patent App. No. 09/379,819

DATE 4-25-88 EMPLOYEE M. D. [Signature]  
 DATE 4-25-88 WITNESS Deborah Shindell

PRIOR INVENTIONS OWNED BY EMPLOYEE  
(PLEASE USE REVERSE SIDE IF MORE SPACE IS REQUIRED)

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PRIOR INVENTIONS OWNED BY EMPLOYEE (Continued)

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AGREEMENT TO ASSIGN

executed April 25, 1988  
 To be recorded regarding:  
 US Patent App. No. 09/379,439  
 US Patent App. No. 09/379,819

*Addendum To Agreement*

This is to notify you that the Agreement you are signing in consideration of employment or the continuation of employment with Varian Associates, Inc., does not apply to an invention made by you for which no equipment, supplies, facility, or trade secret information of Varian was used and which was developed entirely on your own time, and (a) which does not relate (1) to the business of Varian or (2) to Varian's actual or demonstrably anticipated research or development, or (b) which does not result from any work performed by you for Varian.

Employee Signature M. DelFino  
 Employee Name (please print) M. DELFINO Date 4-25-88  
 Employee Badge Number 28088  
 Department Name & Resp. No. CVD PROCESS # 9461