

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

1. Name of conveying party(ies): 7.31.00

FSI International, Inc.

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

3. Nature of conveyance:

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

Execution Date: July 31, 1999

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

The BOC Group, Inc.
575 Mountain Avenue
Murray Hill, New Jersey 07974

08-28-2000



101443368

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).

B. Patent No(s). 5,641,895

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

David B. Kagan, #33,406
FAEGRE & BENSON LLP
2200 Wells Fargo Center
90 South Seventh Street
Minneapolis, MN 55402-3901
612/336-3478

6. Total number of applications and patents involved: 017. Total fee (37 CFR 3.41) \$40.00 E

- ☒ Enclosed
☒ Authorized to charge any underpayment or credit
any overpayment to deposit account

8. Deposit Account number: 06-0029

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9. Statement and signature.

*To the best of my knowledge and believe, the foregoing information is true and correct and any attached copy is a true copy of the original document.*David B. Kagan, #33,406

Name of person signing

David B. Kagan

Signature

July 26, 2000

Date

Atty Docket No.: 24550-121280Total 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

Washington, D.C. 20231

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08/28/2000 NTHA11 00000211 5641895

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ASSIGNMENT

WHEREAS, FSI International, Inc., a Minnesota corporation having a place of business at 322 Lake Hazeltine Drive, Chaska, Minnesota 55318 (Assignor), is the owner of U.S. Patent 5,641,895, entitled, "Dynamic Contaminant Extraction Measurement For Chemical Distribution Systems" and foreign counterpart applications including: WO 9635110 (World), EP 824681 (European), Korean Patent Application 707713/1997 and Japanese Patent Application Hei-8-533446. The foregoing patent and applications and any patents issuing within national patent offices based upon the aforesaid applications hereinafter referred to as the "Patent Rights";

WHEREAS, the entire right, title, and interest in the Patents Rights was assigned to Assignor by Donald C. Grant of Excelsior, Minnesota, the inventor of the Patent Rights, such assignment being evidenced by a written assignment duly recorded in the United States Patent & Trademark Office on May 1, 1995, Reel 7586, Frame 0360;

WHEREAS, The BOC Group, Inc., a Delaware corporation having a place of business at 575 Mountain Avenue, Murray Hill, N.J. 07974 (Assignee), is the purchaser of certain business assets of Assignor; and

WHEREAS, pursuant to the purchase of said business assets, Assignor agrees as follows:

1. For good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee and the successors, assigns and legal representatives of the Assignee, Assignor's right, title and interest, specifically including, without limitation, the right to sue and recover for past infringement, in and to the Patent Rights and any divisions, continuations, continuation-in-part or re-issues thereof or any other applications or patents claiming priority from the Patent Rights in the U.S. or any other country, the same to be held and enjoyed by Assignee for its own use, and for the use of its successor and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

2. Assignor authorizes and requests any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent of the Patent Rights to the Assignee, its successors, assigns, and legal representatives.

3. Assignor covenants that it has full right to convey the interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith.

4. Assignor further covenants and agrees that it will communicate to Assignee, its successors, assigns, and legal representatives, any facts known to us respecting the Patent Rights, and testify in any legal proceeding, sign all lawful papers, make all rightful oaths, and generally do everything reasonably possible to aid the Assignee, its successors, assigns, and legal representatives, to obtain and enforce proper patent protection for the Patent Rights in all countries.

IN WITNESS WHEREOF, I have hereunto set hand and seal this 31st day of July, 1999.

FSI International, Inc.

Patricia M. Hollister
By:

Title: Chief Financial Officer

State of: Minnesota

County of: Hennepin

On this 31st day of July, 1999 before me, a Notary Public within and for said County, personally appeared Patricia M. Hollister, being by me duly sworn on oath did say that he is the Chief Financial Officer of said corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and said Patricia M. Hollister acknowledged said instrument to be the free act and deed of said corporation.



Joan E. Rudolph
Notary Public