

mrd 8/14/00

10-06-2000

FORM PTO-1596
1-31-92

RECORDATION FORM COVER SHEET



IPERCE
Office

Docket No.: 55071-013

PATENTS ONLY

101480528

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

1. Name of Conveying Party(ies):
ASM LITHOGRAPHY HOLDING, N.V.
Additional name(s) of conveying party(ies) attached? Yes

2. Name and address of receiving party(ies):
Name: ASML MASKTOOLS NETHERLANDS B.V.
Address: P.O. Box 324
Veldhoven, THE NETHERLANDS 5500 AH
AUG 14
Additional name(s) & address(es) attached? Yes

3. Nature of Conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other
Execution Date: December 31, 1999

4. Application number(s) or patent number(s):
If the document is being filed together with a new application, the execution date of the application is:
A. Patent Application No(s).
5,707,765 (Serial No.: 08/654,459)
Additional numbers attached? Yes

B. Patent No(s).

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: MCDERMOTT, WILL & EMERY
Internal Address:
Street Address: 600 13th Street, N.W.
City: Washington State: DC Zip: 20005

6. Total number of applications and patents involved: 1
7. Total fee (37 CFR 3.41) \$40.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
500417

DO NOT USE THIS SPACE

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.

Michael E. Fogarty, Registration No. 36,139
Name and Registration No. of Person Signing

Signature:
Date: August 10, 2000
Total number of pages comprising cover sheet: 1

CMB No. 0851-0011 (exp. 4/94)

10/03/2000 BYRME 00000036 500417 08654459
01 FC:581 40.00 CH

ASSIGNMENT OF PATENTS AND TRADEMARKS

THIS ASSIGNMENT OF PATENTS AND TRADEMARKS (this "Assignment"), is made and entered into as of December 31, 1999 (the "Effective Date"), by and between, **ASM LITHOGRAPHY HOLDING, N.V.**, a Netherlands corporation ("Assignor"), and **ASML MASKTOOLS NETHERLANDS B.V.**, a Netherlands corporation ("Assignee").

RECITALS:

- A. On May 28, 1999, Assignor has entered into an Asset Purchase Agreement (APA) with MicroUnity System Engineering Inc. ("MicroUnity"), a California corporation;
- B. Pursuant to the APA and as further determined in the "Assignment of Patent and Trademarks" dated July 2, 1999, Assignor has acquired from MicroUnity per July 2, 1999, all of MicroUnity's rights, title and interest in, to and under certain patents, patent applications and trademarks (collectively the "Intellectual Property Assets"), described in Schedule A;
- C. Assignor now wishes to assign to Assignee all of its rights mentioned under B), which assignment Assignee hereby wishes to accept;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipts and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns, transfers, sets over and conveys to Assignee all of Assignor's rights, title and interest in, to and under any and all of the following items of or related to the Intellectual Property Assets described in Schedule A: (a) patents and pending United States and domestic patent applications, together with all divisions, continuations or reissues thereof and any other patents which have been or may be issued relating thereto, (b) trademarks, registrations and goodwill associated therewith and (c) rights to any and all claims and demands it may have at law or in equity arising out of any past, present or future infringements of any of the items set forth in this paragraph.
2. Assignor agrees that procedures may be taken with the United States Patent and Trademark Office or any other regulatory offices by Assignee acting alone to record the transfer to Assignee of any of the Intellectual Property Assets conveyed herein. Assignor, for itself and its heirs and assigns, hereby covenants that from time to time after delivery of this instrument, at Assignee's request and without further consideration, Assignor will execute and deliver or will cause to be executed and delivered, such other instruments of conveyance and transfer and take

such other actions as Assignee may reasonably require to effect transactions contemplated by this Assignment and to effectively vest in Assignee the Intellectual Property Assets.

3. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective heirs, executors, administrators, successors and assigns.

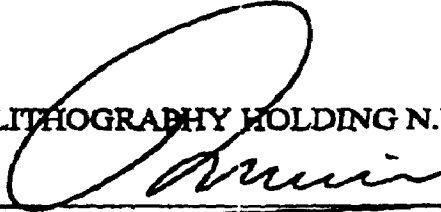
4. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5. This Assignment shall be construed and governed by the laws of the Netherlands.

In witness whereof, the parties hereto have executed this Assignment on the date first above written.

ASM LITHOGRAPHY HOLDING N.V.

By:

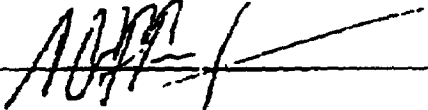


Name: P.T.F.M. Wennink

Title: Chief Financial Officer

ASML MASKTOOLS NETHERLANDS B.V.

By:



Name: A.J.M. van Hoef

Title: Managing IP Counsel
and Authorized Representative

SCHEDULE A

**U.S. PATENTS
Nos.**

ISSUE DATE

5,887,155

March 23, 1999

5,821,014

October 13, 1998

5,707,765

January 13, 1998

5,663,893

September 2, 1997

5,447,810

September 5, 1995

5,340,700

August 23, 1994

5,256,505

October 26, 1993

5,242,770

September 7, 1993

**U.S. PATENT APPLICATIONS
App. Nos.**

STATUS

09/055,355

Prosecution

09/270,052

Prosecution

**U.S. REGISTRATIONS
Reg. Nos.**

STATUS

MASKTOOLS®
(Reg. No. 2,168,719)

Registered 6/23/1998 (Supplemental Register).

EBView®
(Reg. No. 2,172,686)

Registered 7/14/1998.

U.S. REGISTRATIONS

Reg. Nos.

MaskRigger®
(Reg. No. 2,199,507)

LineSweeper®
(Reg. No. 2,227,762)

STATUS

Registered 10/27/1998.

Registered 3/2/1999.

**U.S. TRADEMARK
APPLICATIONS**

Ser. Nos.

LensSweeper™
(Ser. No. 75/466,488)

CIATM
(Ser. No. 75/609,991)

DSM™
(Ser. No. 75/610,222)

WAVEMASTER™
(Ser. No. 75/649,783)

STATUS

ITU ¹ Application filed 4/13/1998.
Published for Opposition 3/9/1999.

ITU Application filed 12/22/1998.

ITU Application filed 12/22/1998.

ITU Application filed 3/1/1999.

¹ Intent to use