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FORM PTO-1595

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Attorney Dkt. 231024-0202



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SHEET

U.S. DEPARTMENT OF COMMERCE
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To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

- 1) Aurthur C. Gossard
2) Andrew W. Jackson
3) Jan A. Tofte
4) Scott A. Chalmers

5) John H. English

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

Paul Pinsukanjana
7421 Frankford Road, #321
Dallas, Texas 75252

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ NoAdditional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

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

Execution Date: 1) 12/22/98; 2) 12/22/98; 3) 12/11/98; 4) 12/31/98
5) 12/21/98

4. Application number(s) or patent number(s): U.S. Patent Application No. 08/807,663, U.S. Patent No. 5,936,716

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)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Ted Rittmaster
Address: Foley & Lardner
2029 Century Park East, Suite 3500
Los Angeles, CA 90067

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. Please charge any additional fees or credit any overpayments to our Deposit account number: 50-0872. _____

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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.

Ted Rittmaster
Name of Person Signing

Signature

Date

10/4/00

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

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PATENT
REEL: 011165 FRAME: 0771

**AGREEMENT TO ASSIGN PATENT RIGHTS FOR U.S. PATENT
APPLICATIONS, SERIAL NOS. 08/657,614 AND 08/807,663**

This Agreement to Assign Patent Rights for U.S. Patent Applications, Serial Nos. 08/657,614 and 08/807,663 ("Agreement") is entered into this ____ day of December, 1998, by and between Paul R. Pinsukanjana, ("Assignee") an individual, John English, Scott Chalmers, Arthur Gossard, Andrew Jackson, and Jan Tofte, ("Assignors"), as individuals. Assignee and Assignors hereby agree as follows:

WHEREAS, Assignee and Assignors are co-inventors of U.S. Patent Applications, Serial Nos. 08/657,614 and 08/807,663 ("Inventions"), entitled *Integrated Multi-Channel Optical-Based Flux Monitor and Method and Method of Controlling Multi-Species Epitaxial Deposition*, respectively, wherein Assignors, Arthur C. Gossard, Andrew W. Jackson, Jan A. Tofte and Scott A. Chalmers are co-inventors of U.S. Patent Application No. 08/758,241 and Assignors, Arthur C. Gossard, Andrew W. Jackson, Jan A. Tofte and John H. English are co-inventors of U.S. Patent Application No. 08/807,663;

WHEREAS, Assignee and Assignors have reacquired all rights in the Inventions as evidenced in a letter from The Regents of the University of California ("The Regents"), Office of Technology Transfer, dated October 23, 1998, and an Assignment from The Regents attached hereto as Exhibit A;

WHEREAS, Assignee desires to acquire the entire right, title and interest in and to the inventions, and application and in and to the Letters Patents to be obtained therefor, all corresponding continuations, divisional, reissue and foreign applications subsequently filed and any patents issuing therefrom;

WHEREAS, the Assignee desires to utilize the Inventions in a business venture ("Venture");

WHEREAS, the Assignors acknowledge that the Venture is a risk solely born by Assignee, and which may not succeed; and

WHEREAS, Assignors desire to assign all their entire right, title and interest in and to said inventions, and application and in and to the Letters Patent to be obtained therefor, all corresponding continuations, divisional, reissue and foreign applications subsequently filed and any patents issuing therefrom;

For true and valuable consideration, the amount, sufficiency and receipt of which is acknowledged, Assignee and Assignors agree to all of the following:

1. Arthur C. Gossard, Andrew W. Jackson, Jan A. Tofte and Scott A. Chalmers hereby sells, assigns, and transfers, to Assignee, his successors or assigns, the entire right, title and interest for all countries in and to all inventions disclosed in the Application (Serial No. 08/657,614), and in and to the application, all divisions, continuations, or renewals thereof, all Letters Patent which may be granted therefrom, and all reissues or extensions of such patents, and in and to any and all corresponding applications which have been or shall be filed in any foreign countries for Letters Patent on the inventions and improvements, including an assignment of all rights under the provisions of the International Convention, and all Letters Patent of foreign countries which may be granted therefrom; and hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent for the aforesaid inventions to the Assignee as the assignee of the entire right, title and interest in and to the same, for the use of the Assignee, its successors and assigns.

2. Arthur C. Gossard, Andrew W. Jackson, Jan A. Tofte and John H. English hereby sells, assigns, and transfers, to Assignee, his successors or assigns, the entire right, title and interest for all countries in and to all inventions disclosed in the aforesaid application (Serial No. 08/807,663), and in and to the application, all divisions, continuations, or renewals thereof, all Letters Patent which may be granted therefrom, and all reissues or extensions of such patents, and in and to any and all corresponding applications which have been or shall be filed in any foreign countries for Letters Patent on the inventions, including an assignment of all rights under the provisions of the International Convention, and all Letters Patent of foreign countries which may be granted therefrom; and hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent for the aforesaid inventions to the Assignee as the assignee of the entire right, title and interest in and to the same, for the use of the Assignee, its successors and assigns.

3. The Assignors hereby agree that their executors and legal representatives will make, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to Assignee, its successors and representatives all facts known to them relating to the history thereof and will testify in all legal proceedings and generally do all things which may be necessary or desirable more effectually to secure to and vest in said Assignee, its successors or assigns the entire right, title and interest in and to the inventions, applications, Letters Patent, rights, titles, benefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be.

4. The Assignors covenant and agree that no assignment, grant, mortgage, license or other Agreement affecting the rights and property herein conveyed has been made to others by any one of the Assignors subsequent to the execution of the release of rights letter between Assignee, Assignors and The Regents (Exhibit A), and that full right to convey the same as herein expressed is possessed by me.

5. The Assignee agrees to remunerate the Assignors the sum of \$5,000.00 at such time as the Assignor's Venture achieves a minimum of \$50,000.00 revenue, wherein the \$50,000.00 exceeds all expenses of the Venture related to operations of the Venture, manufacturing, sales and other non-patent related expenses. At such time as the revenues of the Venture exceeds \$50,000.00 as defined in this paragraph, the sum of \$5,000.00 is to be paid to the Assignors, with the exception of Scott Chalmers, as set forth below:

Andrew Jackson to receive 30% of \$5,000.00;
Jan Tofte to receive 30% of \$5,000.00;
Art Gossard to receive 20% of \$5,000.00; and
John English to receive 20% of \$5,000.00.

The Assignors agree that should the Venture fail to exceed revenues in the sum of \$50,000.00 with the conditions set forth above, the Assignors shall waive the remunerations as set forth herein; and further waive any and all claims against Assignee with respect to this amount.

With regard to Scott Chalmers, who has specifically declined a portion of the above stated \$5,000.00, Assignee hereby pays Scott Chalmers the sum of \$10.00 as true and valuable consideration for his assignment in the inventions. Specific acknowledgment of this paragraph is hereby made by Scott Chalmers through his initialing of this paragraph. SC. (SC)

6. This Agreement constitutes the entire Agreement of Assignee and Assignors with respect to the subject matter hereof, and supersedes and cancels all other prior Agreements, discussion, or representations, whether written or oral. No modification of this Agreement shall be enforceable unless reduced to writing and signed by duly authorized representatives of Assignee and Assignors. No officer, employee or representative of Assignee or Assignors have any authority to make any representation or promise in connection with this Agreement or the subject matter thereof which is not contained expressly in this Agreement; and Assignors acknowledge and agree that Assignors have not executed this Agreement in reliance upon any such representation or promise. Assignors acknowledge and agree that the failure of Assignee to enforce any of the specific provisions of this Agreement shall not preclude any other or further enforcement of such provision(s) or the exercise of any other right hereunder.

7. For purposes of construction of this Agreement, both Assignee and Assignors shall be deemed to have mutually drafted this Agreement and all parts thereof.

8. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision(s) had never been included.

We have read, understand and hereby agree to the terms and conditions set forth above.

ASSIGNORS

Arthur C. Gossard
Arthur C. Gossard

12/22/98
Date

Andrew W. Jackson
Andrew W. Jackson

12/22/98
Date

Jan A. Tofte
Jan A. Tofte

12/11/98
Date

Scott A. Chalmers
Scott A. Chalmers

12/31/98
Date

John H. English
John H. English

12/21/98
Date

ASSIGNEE

Paul R. Pinsukanjana
Paul R. Pinsukanjana

12-8-1998
Date