

11-07-2000

Docket No.: 56231-226 (MKS-67)

FORM PTO-1595 (Modified)
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)
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P08/REV02



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101507114

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

1. Name of conveying party(ies):
Joseph Ashurst Maher, Jr.

10-4-00

Additional names(s) of conveying party(ies) Yes No

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

Name: **MKS Instruments, Inc.**

Internal Address: _____

Street Address: **Six Shattuck Road**

City: **Andover** State: **MA** ZIP: **01810**

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

3. Nature of conveyance:

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

Execution Date: **June 21, 2000**

4. Application number(s) or registration numbers(s):

If this document is being filed together with a new application, the execution date of the application is: **June 28, 2000**

A. Patent Application No.(s)

09/606,382

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: **Toby H. Kusmer**

Internal Address: **McDermott, Will & Emery**

Street Address: **28 State Street**

City: **Boston** State: **MA** ZIP: **02109**

6. Total number of applications and patents involved: **1**

7. Total fee (37 CFR 3.41):.....\$ _____

Enclosed - Any excess or insufficiency should be credited or debited to deposit account

Authorized to be charged to deposit account

8. Deposit account number:

50-1133 (fee already charged to Dep. Account 6/28/00)

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.

Scott A. Ouellette, Reg. No. 38,573

September 27, 2000

Name of Person Signing

Signature

3

Date

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

ASSIGNMENT OF PATENT RIGHTS

I, **Joseph Maher** residing at **3 Virginia Place, Wenham, Massachusetts 01984, USA**, having invented improvements in the **Dual Pendulum Valve Assembly** and having this date executed an application for United States patent describing the same and based thereon (authorizing our attorney(s), who are authorized to prosecute said application, to here insert the filing date and serial number of said application, when known, Serial No. _____, Filed _____, for good and valuable consideration, receipt of which is hereby acknowledged from **MKS Instruments, Inc.**, a **Massachusetts** Corporation having a principal place of business at **Six Shattuck Road, Andover, Massachusetts 01810, USA** and hereinafter referred to as the Assignee (which term shall include the successors and assigns), do hereby sell, assign and transfer to the Assignee my entire right, title, and interest, in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto, in and to and under said application (which term shall include hereinafter where the context so admits all divisional, continuing, reissue and other patent applications based thereon) and all inventions (which term shall include each and every such invention, or any part thereof) therein described, and any and all patents and like rights of exclusion (including extensions thereof) of any country which may be granted on or for said inventions or on said application.

And for the same consideration I do also hereby sell, assign and transfer unto the Assignee all my rights under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty and all other treaties of like purpose in respect of said inventions and said application, and I do hereby authorize the Assignee to apply in my name or in their own name (in a manner to be agreed upon by the Assignee) or their designee, for patents and like rights of exclusion on or for said inventions in all countries, claiming (if the Assignee so desires) the priority of the filing date of said application under the provisions of said Convention, Treaty or any such other Convention or Treaty;

And for the same consideration I do hereby agree for myself and for my respective heirs, executors and administrators, promptly upon request of the Assignee, to execute and deliver without further compensation any power of attorney, assignment, original, divisional, continuing, reissue or other application or applications for patent or patents or like rights of exclusion of any country, or other lawful documents and any further assurances that may be deemed necessary or desirable by the Assignee fully to secure to it said right, title, and interest as aforesaid in and to said inventions, application, and said several patents and like rights of exclusion, or any of them, all, however, at the expense of the Assignee;

And I do hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America and the corresponding Official of each country foreign thereto to issue to the Assignee any and all patents and like rights of exclusion which may be granted in any country upon said application or on or for said inventions;

And I do hereby covenant for myself and for my respective legal representatives and agree with the Assignee that I have granted no right or license to make, use or sell said inventions to anyone except the Assignee, that prior to the execution of this deed my right, title and interest in and to said inventions has not been otherwise encumbered by me, and that I have not executed and will not execute any instrument in conflict herewith.

IN WITNESS WHEREOF, I hereunto set my hands and seal on the day and year hereinafter noted.

Joseph Maher
Joseph Maher
A. Jr

State of Massachusetts
County of Essex) ss.

Before me this 21st day of June, 2000, personally appeared **Joseph Maher**, who is to me personally known, and acknowledged the foregoing instrument to be his or her free act and deed.

Notary Public
Janet C. Giddens
My Comm. expires 12/25/03

Seal

56231-226 (MKSK-067/PT)

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