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FORM PTO-1595

1-31-92

12-05-2001



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SHEET

U.S. DEPARTMENT OF COMMERCE

11-28-01

Patent and Trademark Office

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

1. Name of conveying party(ies):

Stewart K. Griffiths; Robert H. Nilson; Brad S. Mattson; Stephen E. Savas

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

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

Sandia Corporation
7011 East Avenue
Livermore, CA 94550

Mattson Technology, Inc.
3550 West Warren Avenue
Fremont, CA 94538

3. Nature of conveyance:

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

Additional name(s) & address(es) attached?

☐ Yes ☒ No

Execution Date: 10/29/98; 10/29/98; 12/8/98; 11/30/98

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:

405

A. Patent Application No.(s): 09/641,461

B. Patent No.(s):

Additional numbers attached? ☐ Yes ☒ No

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

Michael J. Murphy
Internal Address: SR 1-2
Wilson Sonsini Goodrich & Rosati
650 Page Mill Road
Palo Alto, CA 94304-1050

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: 23-2415
(Attorney Docket No.: 14912.774)

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 J. Murphy
Name of Person Signing

Signature

11/28/01
Date

Total number of pages including cover sheet, attachments, and document: [5]

12/04/2001 AWIRED1 00000057 232415 09641461

01 FC:581 40.00 CH

PATENT
REEL: 012330 FRAME: 0270

ASSIGNMENT

WHEREAS, the undersigned,

Stewart K. Griffiths
122 Alice Court
Danville, CA 94526-2449

Citizenship: US

and

Robert H. Nilson
2239 Ruddy Duck Court
Cardiss, CA 92007

Citizenship: US

Brad S. Mattson
19251 Black Road
Los Gatos, CA 95030

Citizenship: US

and

Stephen E. Savas
1357 Pear St., Apt. G
Alameda, CA 94501

Citizenship: US

hereinafter termed "Inventors", have invented certain new and useful improvements in

Method and Apparatus for Thermal Processing of Semiconductor Substrates

and have filed an application for a United States patent disclosing and identifying the above invention on August 26, 1998, as Application No. 09/140,614 (hereinafter termed "application");

WHEREAS, Stewart K. Griffiths and Robert H. Nilson are employees of Sandia Corporation and Brad S. Mattson and Stephen E. Savas are employees of Mattson Technology, Inc.;

WHEREAS, Steward K. Griffiths and Robert H. Nilson made their contributions with respect to the above invention in the course of work authorized by Contract DE-AC04-94AL85000 between Sandia Corporation and the United States Department of Energy;

WHEREAS, the Government of the United States, as represented by the U.S. Department of Energy has granted a waiver of Government rights in the above-identified invention to Sandia Corporation under Class Waiver W(C)93-012, effective October 1, 1993;

WHEREAS, Sandia Corporation ("Sandia") having a place of business at 7011 East Avenue, Livermore, California 94550, and Mattson Technology, Inc. ("Mattson"), a corporation of the State of California, having a place of business at 3550 West Warren Avenue, Fremont, California 94538 (jointly hereinafter termed "Assignee") have entered into that certain License Agreement Number 98-C00668 dated June 26, 1998 providing for joint ownership of the above invention; and

WHEREAS, Sandia and Mattson are desirous of jointly acquiring, in accordance with License Agreement Number 98-C00668, the entire right, title and interest in and to said application and the invention

disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

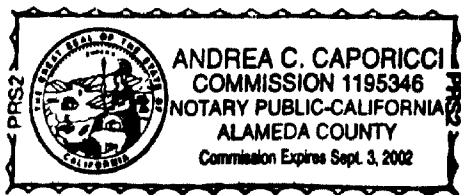
NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey jointly unto Sandia and Mattson, in accordance with License Agreement Number 98-C00668, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.
2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation will be coordinated by the respective employer, either Sandia or Mattson, of each Inventor as set forth in License Agreement Number 98-C00668. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.
3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.
4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below.


Stewart K. Griffiths

10/29/98
Date



State of California)

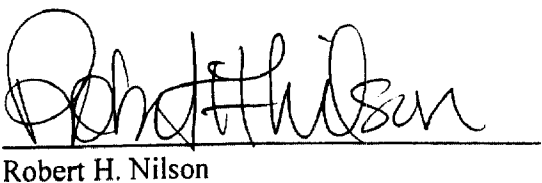
County of Alameda)

On Oct 30, 1998, before me, Andrea C Caporicci
personally appeared Stewart K. Griffiths

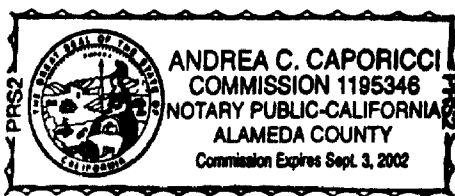
☐ personally known to me or ☒ proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Andrea C Caporicci
(Notary Public)


Robert H. Nilson

10/29/98
Date



State of California)

County of Alameda)

On Oct. 30, 1998, before me, Andrea C Caporicci
personally appeared Robert H. Nilson

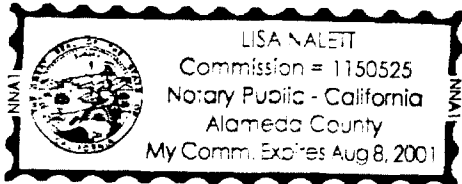
☐ personally known to me or ☒ proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Andrea C Caporicci
(Notary Public)

Brad S. Mattson
Brad S. Mattson

12/8/98
Date



State of California)
County of Alameda)

On 12/8/98, 1998, before me, Lisa Nalett,
personally appeared Brad S. Mattson

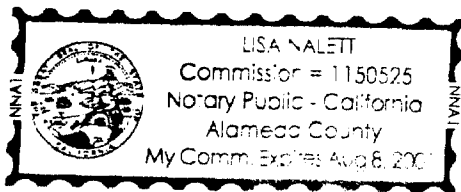
☒ personally known to me or ☐ proved to me on the basis of
satisfactory evidence, to be the person whose name is subscribed to
the within instrument and acknowledged to me that he/she executed
the same in his/her authorized capacity, and that by his/her signature
on the instrument the person or the entity upon behalf of which the
person acted, executed the instrument.

WITNESS my hand and official seal.

Lisa Nalett
(Notary Public)

Stephen E. Savas
Stephen E. Savas

11/30/98
Date



State of California)
County of Alameda)

On 11/30/98, 1998, before me, Lisa Nalett,
personally appeared Stephen E. Savas

☒ personally known to me or ☐ proved to me on the basis of
satisfactory evidence, to be the person whose name is subscribed to
the within instrument and acknowledged to me that he/she executed
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on the instrument the person or the entity upon behalf of which the
person acted, executed the instrument.

WITNESS my hand and official seal.

Lisa Nalett
(Notary Public)