

09-27-2002

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Commissioner for Patents: Please record the attached original document(s) or copy(ies).	
1. Name of conveying party(ies): Russell Black; Norman L. Turner; Ernest Demaray Additional name(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies): Applied Komatsu Technology, Inc. No. 1, 7 ban 2-chome, Nishishinjuku Tokyo, Japan 9-25-02 Additional names/addresses attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other: Employment Agreement Execution Date: Dec. 16, 1993, March 12, 1998 and March 13, 1998	
4. Application number(s) or patent number(s): If this document is being filed with a new application, the execution date of the application is: A. Patent Application No(s).: 10/011,590 B: Patent No(s).: Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name/address of party to whom correspondence concerning document should be mailed: WILLIAM J. EGAN, III Fish & Richardson P.C. 500 Arguello St., Suite 500 Redwood City, California 94063-1526	6. Total number of applications/patents involved: 1 7. Total fee (37 CFR §3.41): \$40 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to charge Deposit Account. 8. Deposit Account No.: 06-1050 Please apply any additional charges, or any credits, to our Deposit Account No. 06-1050.
DO NOT USE THIS SPACE	
9. Statement and Signature: <i>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.</i> William J. Egan, III Reg. No. 28,411 Name of Person Signing Signature 9/16/02 Date Total number of pages including coversheet, attachments and document: 3	

CERTIFICATE OF MAILING BY FIRST CLASS MAIL

I hereby certify under 37 CFR §1.8(a) that this correspondence is being deposited with the United States Postal Service as first class mail with sufficient postage on the date indicated below and is addressed to the Commissioner of Patents, Washington, D.C. 20231.

September 16, 2002
Date of Deposit

Emma Durrell
Signature

Emma Durrell
Typed Name of Person Signing Certificate

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09/26/2002 AMMED1 00000116 10011590

IN FLSM

44.00

PATENT
REEL: 013324 FRAME: 0894

ASSIGNMENT FOR APPLICATION FOR PATENT

WHEREAS:

- 1) **RUSSELL BLACK**
2214 Barnswallow Drive
Longmont, Colorado 80501
- 2) **NORMAN TURNER**
1207 Christobal Privada
Mountain View, California 94040
- 3) **ERNEST DEMARAY**
190 Fawn Lane
Portola Valley, California 94028

(hereinafter referred to as Assignors), have invented a certain invention entitled:

HEATED AND COOLED VACUUM CHAMBER SHIELD

for which application for Letters Patent in the United States was executed on even date herewith; and

WHEREAS, Applied Komatsu Technology, Inc., a corporation of Japan, having a place of business at No. 1, 7 ban 2-chome, Nishishinjuku, Tokyo, Japan (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said application (hereinafter referred to as Application), and the invention disclosed therein (hereinafter referred to as Invention), and in and to all embodiments of the Invention, heretofore conceived, made or discovered by said Assignors, and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter referred to as Patents) thereon granted in any and all countries and groups of countries.

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

1. Said Assignors hereby sell, assign, transfer and convey to Assignee the full and exclusive right, title and interest (a) in and to said Application and said Invention; (b) in and to all rights to apply for patents on said Invention in any and all countries 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 any and all countries and groups of countries, including each and every Application filed and each and every Patent granted on any application which is a division, substitution, or continuation of said Application; and (d) in and to each and every reissue or extension of any of said Patents.

2. Said Assignors hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest to said Invention herein conveyed in any and all countries and groups of countries. Such cooperation by said Assignors shall include prompt production of pertinent facts and documents, giving 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 of said Patents; (e) for interference or other priority proceedings involving said Invention; and (f) for legal proceedings involving said Invention and any application therefor and any Patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Assignors in providing such cooperation shall be paid for by said Assignee.

3. The term and covenants of this agreement shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Assignors, their respective heirs, legal representatives and assigns.

4. Said Assignors hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Assignors have executed and delivered this instrument to said Assignee on the dates indicated below.

1) _____, 1998

RUSSELL BLACK

2) 3/12, 1998

Norman L. Turner
NORMAN L. TURNER

3) 3/13, 1998

Ernest Demaray
ERNEST DEMARAY

53300.LJ

Revised 11/93

EMPLOYMENT AGREEMENT (AKT)

NAME RUSSELL BLACK DATE 12/16/93
DEPARTMENT 977

I understand that I will initially be an employee of Applied Materials, Inc. ("AMAT") performing services for Applied Komatsu Technology, Inc. ("AKT") (AMAT and AKT shall be collectively referred to as "APPLIED"). I further understand that, in the future, it is intended that I will become a direct employee of AKT, unless I am no longer employed by AMAT. In consideration of my employment and the compensation paid to me for my services during the term of my employment with APPLIED, I agree with APPLIED as follows:

1. CONFIDENTIAL INFORMATION

a) Confidential information shall mean all information obtained by or disclosed to me by APPLIED which relates to APPLIED's research, development and business activities, including in particular, but not limited to, customer and supplier lists and trade secrets and the results of work by me, except such information as is previously known to or is independently developed by me or is publicly disclosed either prior or subsequent to my receipt of such information. Except as may be authorized by APPLIED in writing, I shall hold all such confidential information in trust and confidence for APPLIED, and agree not to disclose such information to anyone outside of APPLIED or use such information for the benefit of anyone other than APPLIED, either during or after my employment with APPLIED. I further agree to deliver promptly to APPLIED on termination of my employment or at any time it may so request, all memoranda, notes, notebooks, records, reports, manuals, drawings, blueprints and any other documents or things belonging to APPLIED, including all copies of such materials, which I may then possess or have in my custody or under my control. The rights and obligations of this paragraph shall survive and continue after any expiration or termination of this Agreement or of my employment with APPLIED so long as the information specified herein shall remain confidential.

b) I agree that I will not use or disclose any confidential information belonging to my former employer(s) during my employment with APPLIED, and I agree that I will not bring onto the premises of APPLIED any documents, records, files or other property belonging to my former employer(s).

c) I understand that APPLIED has received and in the future will receive from third parties their confidential information subject to a duty by APPLIED to maintain the confidentiality of such information. I agree that I owe APPLIED and such third parties a duty to hold all such confidential or proprietary information in confidence and not to disclose it to others or to use it for the benefit of anyone other than for APPLIED or such third party.

Initials: RB

EMPLOYMENT AGREEMENT

2. INVENTIONS, PATENTS, TRADE SECRETS AND COPYRIGHTS

I agree that all inventions, copyrightable works and confidential information (including but not limited to new contributions, improvements, ideas or discoveries, whether patentable or not and computer source code and documentation) produced, conceived, made or first actually reduced to practice by me solely or jointly with others during the period of my employment with APPLIED (the foregoing are subsequently referred to as Creative Works), are hereby assigned to AKT and shall be the exclusive property of AKT. I agree that I will:

a) Promptly disclose in detail all Creative Works to AKT;

b) At the request of AKT, sign and provide any and all documents, testimony or any other assistance that is reasonably necessary to assign, file, register or otherwise secure to AKT exclusive rights to Creative Works in the United States and all foreign countries;

c) agree to accept the payments provided for my services as my sole compensation for the assignment to AKT of all rights to Creative Works and other rights granted to AKT under this Agreement. In case any invention is described in a patent application or is disclosed to third parties by me within one (1) year after terminating my employment with APPLIED, it is to be presumed that the invention was conceived or made during the period of my employment with APPLIED, and the invention will be assigned to AKT provided by this Agreement, provided it relates to my work with AKT or to the business of AKT or any of its subsidiaries. Any Creative Works made by me prior to any association by me with AKT and without the confidential information and/or resources of AKT shall be not subject to the assignment provision of this Agreement.

THIS AGREEMENT DOES NOT APPLY TO ANY INVENTION, IMPROVEMENT OR DEVELOPMENT WHICH QUALIFIES FULLY UNDER THE PROVISIONS OF SECTION 2870 OF CHAPTER 2 OF DIVISION 3 OF CALIFORNIA LABOR CODE, A COPY OF WHICH IS REPRINTED ON THE REVERSE OF THIS EMPLOYMENT AGREEMENT.

Initials MB

EMPLOYMENT AGREEMENT

3. AT-WILL EMPLOYMENT STATUS

I understand and acknowledge that my employment at APPLIED is "at will" which means that there is no agreement, express or implied, between me and APPLIED for any definite period of employment. APPLIED and I each have a right to terminate my employment, with or without cause and with or without advance notice.

4. ARBITRATION

I agree that, except as set forth in the last sentence of this paragraph, any controversy or claim arising out of or relating to my employment, including termination thereof, whether based on contract or tort or otherwise, shall be finally settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration will be conducted in the city in which I am or was last employed. Judgement upon any award rendered in an arbitration proceeding may be entered in any court having jurisdiction thereof. Any controversy or claim subject to arbitration shall be deemed waived, and shall be forever barred, if arbitration is not initiated within one year of the date the controversy or claim first arose. In any arbitration commenced pursuant to this paragraph, depositions may be taken and discovery obtained as provided in the Federal rules of civil procedure, subject to limitation by the arbitrator to a reasonable amount. This agreement to arbitrate shall not apply to claims for Worker's Compensation or unemployment compensation or to controversies or claims arising out of or related to misappropriation, misuse or unauthorized disclosure of Applied's trade secrets or confidential information.

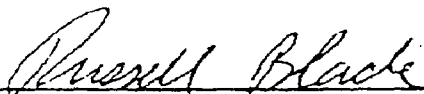
5. GENERAL PROVISIONS

- a) If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.
- b) I agree that all my obligations under this Agreement shall be binding upon my heirs, executors, administrators, legal representatives and assigns.

Initials: AB

EMPLOYMENT AGREEMENT

c) I acknowledge that this is the sole Agreement between myself and APPLIED, that I have not relied upon any representation or promise not expressly stated herein, and that any modifications to this Agreement can only be made in writing signed by me and an appropriate APPLIED Officer.



EMPLOYEE SIGNATURE

APPLIED MATERIALS, INC.

EMPLOYEE RUSSELL BLACK
Print

BY: _____

HOME ADDRESS 30 BAYPORT CT

APPLIED KOMATSU TECHNOLOGY, INC.

SAN CARLOS CA

BY: _____

SECTION 2870, CHAPTER 2, DIVISION 3 OF THE CALIFORNIA LABOR CODE reads as follows:

"Any provision in an employment agreement which provides that an employee shall assign or offer to assign any of his or her rights in an invention to his or her employer shall not apply to an invention for which no equipment, supplies, facility, or trade secret information of the employer was used and which was developed entirely on the employee's own time, and (a) which does not relate (1) to the business of the employer or (2) to the employer's actual or demonstrably anticipated research or development, or (b) which does not result from any work performed by the employee for the employer. Any provision which purports to apply to such an invention is to that extent against the public policy of this state and is to that extent void and unenforceable."