

6167

FORM PTO-1595 (Modified) RECORDATION FORM COVER SHEET U.S. DEPARTMENT OF COMMERCE PATENTS ONLY Patent and Trademark Office

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

1. Name of conveying party(ies):

Boguslaw A. Swedek  
Nils Johansson  
Andreas Norbert Wisweser  
Manoocher Birang

EXECUTION DATE  
April 17, 2003  
April 15, 2003  
April 18, 2003  
April 17, 2003

Additional name(s) of conveying part(ies) attached?  Yes  No

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

Name: Applied Materials, Inc.  
Internal Address: Patent Department

Street Address: P. O. Box 450A  
M/S #2061

City: Santa Clara State: CA Zip: 95052  
Additional Name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other

Execution Date: SEE ABOVE

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:

- A. Patent Application No.(s) ] B. Patent No.(s)
- Serial No.: 10/330,685 Filing Date: December 27, 2002 ]

Additional Numbers attached?  Yes  No

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

Name: PATENT COUNSEL  
Internal Address: Applied Materials, Inc.  
Patent Dept.  
Street Address: P. O. Box 450A  
M/S 2061  
City: Santa Clara State: CA ZIP: 95052

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:  
50-1074  
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and any attached copy is a true copy of the original document.

Robert W. Mulcahy, Reg. No. 25,436  
Name of Person Signing

Signature

Date

5/4/03

10. Total number of pages comprising cover sheet, attachments, and document:

OMB No. 0651-0011 (exp. 4/94)

Mail documents to be recorded with the required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

Attorney Docket No.006167 / CMP/CMP /RKK

**ASSIGNMENT FOR APPLICATION FOR PATENT**

WHEREAS:

Names and Addresses of Inventors:

Boguslaw A SWEDEK* 22783 Voss Ave. #B Cupertino, CA 95014	Nils JOHANSSON* 16450 Kennedy Road Los Gatos, CA 95032
Andreas Norbert WISWESSER* 775 Luce Ct. Mountain View, CA 94041	Manoocher BIRANG* 18836 Favre Ridge Road Los Gatos, CA 95033

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

***SYSTEM AND METHOD FOR IN-LINE METAL PROFILE MEASUREMENT***

for which application for Letters Patent in the United States was filed on 12/27/2002, under Serial No. 10/330,685, executed on even date herewith; and

WHEREAS, Applied Materials, Inc., a corporation of the State of Delaware, having a place of business at 3050 Bowers Avenue, Santa Clara, California 95054 (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:

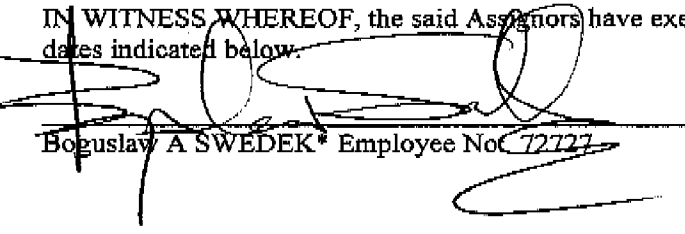
1. Said Assignors hereby sell, assign, transfer and convey to Assignee the full and exclusive right, title and interest
  - (a) in and to said Application and said invention;
  - (b) in and to all rights to apply for patents on said Invention in any and all countries pursuant to the International Convention 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 of extension of any of said Patents.
  
2. Said Assignors hereby covenant and agree to cooperation with said Assignee to enable said Assignee to enjoy 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 here in 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:

 Date: 04/17/03  
 Boguslaw A SWEDEK\* Employee No: 72727

\_\_\_\_\_  
 Nils JOHANSSON\* Employee No: CONSULTANT/C010113

\_\_\_\_\_  
 Andreas Norbert WISWESSER\* Employee No: 68378

\_\_\_\_\_  
 Manoocher BIRANG\* Employee No: EXEMPT/15450

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  - (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 of extension of any of said Patents.
2. Said Assignors hereby covenant and agree to cooperation with said Assignee to enable said Assignee to enjoy 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 here in 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.

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Boguslaw A SWEDEK\* Employee No: 72727 Date: \_\_\_\_\_

  
\_\_\_\_\_  
Nils JOHANSSON\* Employee No: CONSULTANT/C010113 Date: 4-15-03

\_\_\_\_\_  
Andreas Norbert WISWESSER\* Employee No: 68378 Date: \_\_\_\_\_

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- (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.

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