

02-27-2003

Form PTO-1595 (Rev. 03/01)

2-24-03 REC



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings ==>>>

102375563

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

<p>1. Name of conveying party(ies): <b>Honeywell International, Inc.</b></p> <p>Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3. Nature of conveyance:  <input type="checkbox"/> Assignment <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name  <input checked="" type="checkbox"/> Other <u>Exclusive License Agreement</u></p> <p>Execution Date: <b>November 22, 2002</b></p>	<p>2. Name and address of receiving party(ies) Name: <b>Applied Materials, Inc.</b></p> <p>Internal Address: _____</p> <p>Street Address: <b>2881 Scott Boulevard, MS 2064</b></p> <p>City: <b>Santa Clara</b> State: <b>CA</b> Zip: <b>95050</b></p> <p>Additional name(s) &amp; address(es) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
--	---

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: \_\_\_\_\_

<p>A. Patent Application No.(s) <b>08/652,893</b> <b>10/150,455</b></p>	<p>B. Patent No.(s) 6,042,994 6,177,143</p>
---	---

Additional numbers attached?  Yes  No

<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <b>Cooley Godward LLP</b> Internal Address: <b>Jane I. Song</b> Street Address: <b>Five Palo Alto Square</b> <b>3000 El Camino Real</b> City: <b>Palo Alto</b> State: <b>CA</b> Zip: <b>94306-2155</b></p>	<p>6. Total number of applications and patents involved: <b>1</b></p> <p>7. Total fee (37 CFR 3.41) ..... <b>\$400.00</b> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <b>03-3117</b> (Attach duplicate copy of this page if paying by deposit account)</p>
---	--

02/26/2003 DBYRNE 00000053 08652893 DO NOT USE THIS SPACE

01 **03,8083** Statement and signature. **400.00 DP**

*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.*

**Jane I. Song, Reg. 48,073**  
Name of Person Signing

*Jane Song*  
Signature

**2/18/03**  
Date

Total number of pages including cover sheet, attachments, and documents: **[8]**

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

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to the Commissioner for Patents, Washington, D.C. 20231 on 2/18/03.

By: *Lupe Fox*  
Lupe Fox

**ATTACHMENT A**

1. Additional name(s) of conveying party(ies):

Honeywell International Finance Corporation  
Honeywell Intellectual Properties Inc.

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

Electron Vision Corporation  
2881 Scott Boulevard, M/S 2064  
Santa Clara, CA 95050

4. Application number(s) or patent number(s):

A. Patent Application No.(s)

10/150,185

B. Patent No(s)

6,235,353  
5,952,243  
6,080,526  
6,153,525  
6,225,238

## SHORT FORM LICENSE AGREEMENT

This LICENSE AGREEMENT (this "Agreement") is entered into effective as of November 22, 2002 (the "Effective Date") between APPLIED MATERIALS, INC., a Delaware corporation ("Applied"); ELECTRON VISION CORPORATION, a California corporation and a wholly-owned subsidiary of Applied ("EVC"); HONEYWELL INTERNATIONAL, INC. (formerly known as AlliedSignal, Inc.), a Delaware corporation ("Honeywell"); HONEYWELL INTERNATIONAL FINANCE CORPORATION, a Delaware corporation ("HIFC"); and HONEYWELL INTELLECTUAL PROPERTIES INC., an Arizona Corporation ("HIPI").

### BACKGROUND

A. WHEREAS, Honeywell, HIFC, HIPI, Applied, and EVC have entered into a License Agreement dated November \_\_, 2002 (the "License Agreement") pursuant to which Honeywell and HIPI have granted to Applied, EVC and their affiliates a license to certain patents and patent applications including those listed in Exhibit A and Exhibit B; and

B. WHEREAS, the parties have agreed that Applied may record a copy of this Agreement, which is a shorter version of the License Agreement, with the U.S. Patent and Trademark Office.

In consideration of the mutual promises and consideration set forth in this Agreement, the parties agree as follows:

### AGREEMENT

#### 1. DEFINITIONS. As used in this Agreement:

1.1 "Affiliate" of a party means any person or entity that directly or indirectly controls, is controlled by, or is under common control with such party, where "control" means ownership of fifty percent (50%) or more of the outstanding voting securities (but only as long as such person or entity meets these requirements).

1.2 "E-Beam Process Claim" means a claim of any patent or patent application comprising an electron beam treatment step for any material (including an electron beam heating, baking, curing, cross-linking, modification, or exposure step).

1.3 "License" means the license granted to Licensee in Section 2.1 (License Grant).

1.4 "Licensed Patents" means (i) all patents and patent applications listed in Exhibit A, (ii) all patents issuing or claiming priority from any of the patents and patent applications listed in Exhibit A including continuations, continuations-in-part, divisional, reexaminations, reissues, and foreign counterparts; and (iii) the patent applications listed in Exhibit B and all patents issuing or claiming priority from the patent applications listed in Exhibit B including continuations, continuations-in-part, divisional, reexaminations, reissues, and foreign counterparts. With respect to the patent applications and patents described in clause (iii), the Licensed Patents include only the E-Beam Process Claims included in those patents.

**1.5 "Licensee"** means Applied, EVC, and their present and future Affiliates, individually and collectively as the context requires.

**1.6 "Licensor"** means Honeywell, HIFC, and HIPI, individually and collectively as the context requires.

## 2. LICENSES

**2.1 License Grant.** Licensor hereby grants to Licensee an exclusive, irrevocable, worldwide license under the Licensed Patents to make, have made, develop, use, sell, offer to sell, import, lease, and otherwise transfer any and all products, to use any method or process, and to otherwise practice the claimed inventions in every possible manner. The license granted under U.S. Patent 6,225,238 is limited to non-thermal curing processes including electron beam, UV, and other high energy curing processes.

**2.2 License Transferability.** Each Licensee may freely transfer its rights under the License in its sole discretion and freely sublicense its rights under the License through multiple tiers of sublicensees.

**2.3 Duration of License.** The License will remain in effect as long as and whenever any Licensed Patent is in effect.

## 3. GENERAL

**3.1 Governing Law.** This Agreement will be construed in accordance with, and governed in all respects by, the laws of the State of California without regard to any conflicts of law principles which would result in application of laws of any other jurisdiction.

**3.2 Waiver.** All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

**3.3 Amendment.** This Agreement may not be amended, modified, altered, or supplemented other than by means of a written instrument duly executed and delivered on behalf of all parties.

**3.4 Bankruptcy Code.** The parties acknowledge and agree that this Agreement is a contract under which Licensor is a licensor of intellectual property as provided in section 365(n) of Title 11, United States Code (the "Bankruptcy Code"). Licensor acknowledges that if Licensor, as a debtor in possession or a trustee in bankruptcy in a case under the Bankruptcy Code (the "Bankruptcy Trustee"), rejects this Agreement, Licensee may elect to retain its rights under this Agreement as provided in section 365(n) of the Bankruptcy Code. Upon written request of Licensee to Licensor or the Bankruptcy Trustee, Licensor or such Bankruptcy Trustee will not interfere with the rights of Licensee as provided in this Agreement.

**3.5 Construction.** As used in this Agreement, the words "include" and "including," and variations thereof, will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words "without limitation." Except as otherwise expressly indicated, all references in this Agreement to "Sections" are intended to refer to Sections of this Agreement.

3.6 Order of Precedence. In the event of any conflict between this Agreement and the License Agreement, the License Agreement will control.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the Effective Date.

JJS 11/19/02  
AM 11/19/02

APPLIED MATERIALS, INC.

By: Farhad Moghadam  
Name: Farhad Moghadam  
Title: Corporate Vice President

HONEYWELL INTERNATIONAL, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

JJS 11/19/02

ELECTRON VISION CORPORATION

By: Alexander Meyer  
Name: Alexander Meyer  
Title: President

HONEYWELL INTELLECTUAL PROPERTIES INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

HONEYWELL INTERNATIONAL FINANCE CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

3.6 Order of Precedence. In the event of any conflict between this Agreement and the License Agreement, the License Agreement will control.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the Effective Date.

APPLIED MATERIALS, INC.

HONEYWELL INTERNATIONAL, INC.

By: \_\_\_\_\_

By: Nance K. Diccianni

Name: \_\_\_\_\_

Name: NANCE K. DICCIANNI

Title: \_\_\_\_\_

Title: PRESIDENT & CEO SPECIALTY MATERIALS

ELECTRON VISION CORPORATION

HONEYWELL INTELLECTUAL PROPERTIES INC.

By: \_\_\_\_\_

By: David Nathasingh

Name: \_\_\_\_\_

Name: DAVID NATHASINGH

Title: \_\_\_\_\_

Title: Vice President

HONEYWELL INTERNATIONAL FINANCE CORPORATION

By: Sean Burke

Name: SEAN BURKE

Title: DIRECTOR OF FINANCE

## EXHIBIT A

PATENTS/PATENT APPLICATIONS

U.S. Patent No.	Title
6,042,994	Nanoporous Silica Dielectric Films Modified by E Beam Exposure and Having Low Dielectric Constant and Low Water Content
6,177,143	E Beam Treatment of Siloxane Resins
6,235,353	Low K Films with High Tg Made by E Beam Curing
5,952,243	Removal Rate Behavior of Spin-On Dielectrics w/ Chemical Mechanical Polish
6,080,526	Integration of Low k polymers into ILD using controlled E beam Radiation
6,153,525	Methods for Chemical Mechanical Polish of Organic Polymer Dielectric Films
6,225,238	Low Dielectric Constant Polyorganosilicon Coatings Generated from Polycarbosilanes
08/652,893	E Beam Processed Films for Microelectronic Structures

## EXHIBIT B

PATENT APPLICATIONS

U.S. Patent Application Nos.	Title
Serial No. 10/150,455 filed on May 16, 2002	Continuation application of U.S. Patent No. 6,440,550 titled "Deposition of Fluorosilsesquioxane Films"
Serial No. 10/150,185 filed on May 16, 2002	Continuation application of U.S. Patent No. 6,472,076 titled "Deposition of Organosilsesquioxane Films"