

FORM PTO-1585

Record

05-08-2003

U.S. DEPARTMENT OF COMMERCE

(Rev. 6-93)

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

Tab settings



102442364

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

1. Name of conveying party(ies):

Voyan Technology

5.6.03

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

Name: Tokyo Electron Limited

Internal Address: _____

Street Address: 2-3 (FUJI BLDG), Marunouchi 3-Chrome, Chiyoda-Ku

City: Tokyo State Japan ZIP _____

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

3. Nature of conveyance:

☒ Assignment

Merger

Security Agreement

Change of

Name

Other _____

Execution Date: 4/24/03

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)

09/894,061

09/707,490

09/522,372

60/406,905

B. Patent No.(s)

5,517,594

6,452,291

6,114,670

6,294,394

Additional numbers attached? Yes: No: ☒

5. Name and address of party to whom correspondence

concerning document should be mailed:

Name: BLAKELY SOKOLOFF TAYLO & ZAFMAN, LLP

Internal Address: Seventh Floor

Street Address: 12400 Wilshire Boulevard

City: Los Angeles State: CA ZIP: 90025

6. Total Number of applications and patents involved: 8

7. Total fee (37 CFR 3.41).....\$ 40.00

☒ Enclosed

Authorized to be charge to deposit account

8. Deposit Account Number: 02-2666

(Attach duplicate copy of this page if paying by deposit account)

9. Statement and signature of

40.00 OP

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.

Sanjeet K. Dutta

Reg. #46,145

Name of Person Signing

Sanjeet Dutta
Signature5/2/2003
Date

Total number of pages comprising cover sheet, attachments, and document: 9

Mail documents to be recorded with required cover sheet information to:
Commissioner for Patents, Box Assignments, Alexandria, VA 22313-1450

Docket No. 6515P013D

PATENT
REEL: 014027 FRAME: 0965

U.S. PATENT APPLICATION ASSIGNMENT

This Patent Application Assignment (this "Assignment") is made as of November 7, 2002 by Voyan Technology, Inc., a California corporation ("Assignor"), to Tokyo Electron Limited, a Japanese corporation ("Assignee").

RECITALS

A. Assignor and Assignee have entered into an agreement dated as of November 7, 2002 (the " Agreement"). All capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Agreement.

B. Assignor has filed with the United States Patent and Trademark Office the patent applications set forth on Exhibit A hereto (the "Patent Applications").

C. Pursuant to the Agreement, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Patent Applications.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained in the Agreement and the covenants and agreements in this Assignment and to induce Assignee to consummate the transactions contemplated by the Agreement, Assignor agrees as follows:

1. Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of Assignor's right, title and interest in and to the Patent Applications and any patents that may issue therefrom, including any foreign counterparts, divisions, continuations, or reissues of such patents, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for Damages by reason of past infringements of the Patent Applications, along with the right to sue for and collect such Damages for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. Assignor hereby authorizes and requests the Assistant Commissioner of Patents of the United States, and, in the case of any patent applications filed with any office of any country or countries foreign to the United States, any officer of such country whose duty it is to issue patents or other evidence or forms of intellectual property protection or applications as aforesaid, to issue the same to Assignee and its successors, assigns and other legal representatives in accordance with the terms of this instrument.

IN WITNESS WHEREOF, Assignor has executed this Assignment on the date first above written.

Voyan Technology, Inc.

By: 

Name: Richard J. Elkus, Jr.

Title: Co-Chairman of the Board, President & CEO

[SIGNATURE PAGE TO U.S. PATENT APPLICATION ASSIGNMENT]

EXHIBIT A
TO U.S. PATENT APPLICATION ASSIGNMENT

Description	Serial Number	Filing Date
Ramp Rate Limiter to Minimize Wafer Stress During Thermal Ramping	09/894,061	June 27, 2001
Environment for Developing and Prototyping a Controller Configuration Process	09/707,490	November 6, 2000
Method for Automatic Synthesis of Multi-Variable Controllers	09/522,372	March 10, 2000
Method and System for Modeling Dynamic Etch Processes *(Provisional)	60/406,905	August 28, 2002

Acknowledgment by Notary Public

State of California

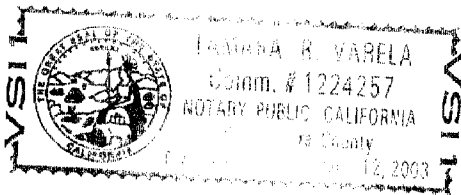
County of Santa Clara

On this 24th day of April, 2003, before me, the undersigned Notary Public, personally appeared Richard J. Elkus, Jr., 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 or she executed the same.

Seal:

Signature: Tamara R Varela

Name: Tamara R Varela, Notary Public



U.S. PATENT ASSIGNMENT

This U.S. Patent Assignment (this "Assignment") is made as of November 7, 2002 by Voyan Technology, Inc., a California corporation ("Assignor"), to Tokyo Electron Limited, a Japanese corporation ("Assignee").

RECITALS

A. Assignor and Assignee have entered into an agreement dated as of November 7, 2002 (the " Agreement"). All capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Agreement.

B. Assignor owns the patents issued by the United States Patent and Trademark Office and set forth on Exhibit A hereto (the "Patents").

C. Pursuant to the Agreement, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Patents.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained in the Agreement and the covenants and agreements in this Assignment and to induce Assignee to consummate the transactions contemplated by the Agreement, Assignor agrees as follows:

1. Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of Assignor's right, title and interest in and to the Patents, including any foreign counterparts, divisions, continuations or reissues thereof, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for Damages by reason of past infringements of the Patents, along with the right to sue for and collect such Damages for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. Assignor hereby authorizes and requests the Assistant Commissioner of Patents of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of intellectual property protection or applications as aforesaid, to issue the same to Assignee and its successors, assigns and other legal representatives in accordance with the terms of this instrument.

IN WITNESS WHEREOF, Assignor has executed this Assignment on the date first above written.

Voyan Technology, Inc.

By: 

Name: Richard J. Elkus, Jr.

Title: Co-Chairman of the Board, President & CEO

[SIGNATURE PAGE TO U.S. PATENT ASSIGNMENT]

**EXHIBIT A
TO U.S. PATENT ASSIGNMENT**

Description	Patent Number	Issued Date
Thermal Reactor Optimization	5,517,594	May 14, 1996
Model Switching Transient Reduction Via Large Signal/Small Signal Thresholding	6,452,291	September 17, 2002
Nonlinear Feedforward Control for Ramp Following and Overshoot Minimization	6,114,670	September 5, 2000
Ramp Rate Limiter to Minimize Wafer Stress During Thermal Ramping	6,294,394	September 25, 2001

Acknowledgment by Notary Public

State of California

County of Santa Clara

On this 24th day of April, 2003, before me, the undersigned Notary Public, personally appeared Richard J. Elkus, Jr., 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 or she executed the same.

Seal:

Signature: Tamara R Varela

Name: Tamara R Varela, Notary Public

