

RECORDATION FORM COVER SHEET PATENTS ONLY

Docket No. 131067-2

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

1. Name of conveying party(ies):	Execution Dates:	2. Name and address of receiving party(ies):
A) John Thomas Mariner	01-15-04	General Electric Company
B) Timothy J. Hejl	01-15-04	1 River Road
C) Douglas Alan Longworth	01-15-04	Schenectady, NY 12345
D) Jeffrey Lennartz	01-15-04	
E) Ajit Sane	01-14-04	
F) Andrew John Macey	01-14-04	
G) Jon Leist	01-14-04	
H) Thomas Edward Devan	10-07-02 (EIPLA attached)	

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:
☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
 Other _____

Execution Date: Same as above.

4. Application number(s) or patent number(s): 10/759582

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)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved: <u>1</u>
Hanh T. Pham GE Advanced Materials One Plastics Avenue Pittsfield, MA 01201	7. Total fee (37 CFR 3.41)..... <u>\$ 40.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account

8. Deposit account number: 50-2339
 (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 correct and any attached copy is a true copy of the original document.

Frank A. Smith
Attorney Name


Signature

9/2/04
Date

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

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PATENT
REEL: 015105 FRAME: 0091

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ASSIGNMENT

For valuable consideration, the receipt and adequacy of which is hereby acknowledged and in fulfillment of our pre-existing obligation of assignment, we, **John Thomas Mariner, Timothy J. Hejl, Douglas Alan Longworth, Jeffrey Lennartz, Ajit Sane, Andrew John Macey, Jon Leist, and Thomas E. Devan**, sell and assign to General Electric Company, a corporation organized and existing under the laws of the State of New York in the United States of America, its successors and assigns the entire right, title and interest in and to the improvements "**Wafer Handling Apparatus and Method of Manufacturing Thereof**" invented by us, and any and all applications for patent and patents therefore in any and all countries, including all divisions, reissues, continuations and extensions thereof, and all rights of priority resulting from the filing of said United States application, and authorize and request any official whose duty it is to issue patents, to issue any patent on said improvements or resulting therefrom to said General Electric Company or its successors or assigns and agree that on request and without further consideration, but at the expense of said General Electric Company, we will communicate to said General Electric Company or its representatives or nominees any facts known to us respecting said improvements and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid said Company, its successors, assigns, and nominees to obtain and enforce proper patent protection for said improvements in all countries.

The aforementioned Assignors, **John Thomas Mariner, Timothy J. Hejl, Douglas Alan Longworth, Jeffrey Lennartz, Ajit Sane, Macey Andrew John, Jon Leist, and Thomas E. Deva**, hereby declare that all statements made herein of our own knowledge are true and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

John Thomas Mariner 1/15/04 Witnessed by: James J. Lennartz 1/15/04
Signature Date Signature Date
John Thomas Mariner Witness Name James J. Lennartz

Timothy J. Hejl 1/15/04 Witnessed by: John Mariner 1/15/04
Signature Date Signature Date
Timothy J. Hejl Witness Name John Mariner

D.A. Longworth 1/15/04 Witnessed by: John Mariner
Signature Date Signature Date
Douglas Alan Longworth Witness Name John Mariner 1/15/04

Jeffrey Lennartz 1/19/04
Signature Date
Jeffrey Lennartz

Witnessed by: John T. Mariner 10/15/04
Signature Date
Witness Name John T. Mariner

Ajit Sane 01/14/04
Signature Date
Ajit Sane

Witnessed by: Patricia A. Hubbard 1/14/04
Signature Date
Witness Name Patricia A. Hubbard

Andrew John Macey 1/15/04
Signature Date
Andrew John Macey

Witnessed by: John T. Mariner 1/15/04
Signature Date
Witness Name John T. Mariner

Jon Leist 1/14/04
Signature Date
Jon Leist

Witnessed by: John T. Mariner 1/14/04
Signature Date
Witness Name John T. Mariner

Thomas E. Devan
Signature Date
Thomas E. Devan

Witnessed by:
Signature Date
Witness Name

Employee Innovation and Proprietary Information Agreement

(Distribution: Three signed originals - One to business component's permanent business records, one to employee and one to business component's Intellectual Property Counsel.)

TO GE Quartz, Inc. (hereinafter the "Company"):
(Insert legal name of Company for which employee works)

In consideration of my employment by Company, and the compensation paid to me by the Company, I ("employee") agree:

- (a) to disclose and assign to the Company (or as the Company may direct) as its exclusive property, all inventions, discoveries, innovations, improvements, trade secrets and technical or business information which I may solely or jointly develop, conceive, reduce to practice or author during the period of my employment (1) that relate to the business or the present or demonstrated or reasonably foreseeable future research or development of the Company or its parent, subsidiaries or affiliates, or (2) that result from or are suggested by any work that I may do for the Company or its parent, subsidiaries or affiliates or (3) that are otherwise made through the use of Company, or its parent, subsidiaries or affiliates, time, equipment, supplies, facilities, material or secret* or confidential* information or data. To the extent that any court of competent jurisdiction finds that any provision of this paragraph is unenforceable because it requires the assignment of any invention in contravention of the law or public policy of that jurisdiction, this paragraph shall be interpreted to impose only the maximum permissible assignment obligation. [NOTICE: This is the notice required by the states of CA, IL, KS, MN and WA, and any other state requiring such notice, notifying employees in such states that they are not obligated to assign to the Company any rights in an invention that the employee developed entirely on his or her own time without using the Company's equipment, supplies, facilities, material or trade secret information unless those inventions either (1) relate to the Company's business or actual or demonstrably anticipated research or development of the Company at the time the invention was made; or (2) result from any work performed by the employee for the Company.]
- (b) that all original works of authorship that are made by me (solely or jointly with others) within the scope of my employment and that are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C. Sec.101) and I further agree, to the extent any such work is determined not to be a "work made for hire," that I will disclose and assign to the Company (or as the Company may direct) as its exclusive property any such original work of authorship;
- (c) to execute, upon the request of the Company, all necessary papers and otherwise provide proper assistance (at the Company's expense), during and subsequent to my employment, to enable the Company to obtain for itself or its nominees, patents, copyrights, or other legal protection for such inventions, discoveries, innovations, improvements, original works of authorship, trade secrets and technical or business information in any and all countries;
- (d) to make and maintain for the Company adequate and current written records of all such inventions, discoveries, innovations, improvements, original works of authorship, trade secrets and technical or business information;
- (e) at the Company's request, or upon any termination of my employment to deliver to the Company promptly all items that belong to the Company or its parent, subsidiaries or affiliates or that by their nature are for the use of Company employees only, including, without limitation, all written and other materials that are of a secret* or confidential* nature relating to the business of the Company or its affiliates;
- (f) not to use, publish or otherwise disclose (except as my Company duties may require), either during or subsequent to my employment, any secret* or confidential* information or data of the Company or its parent, subsidiaries or affiliates or any information or data of others that the Company or its parent, subsidiaries or affiliates are obligated to maintain in confidence;
- (g) not to disclose or use in my work with the Company any secret or confidential information of others (including any prior employers), or any inventions or innovations of my own that are not included within the scope of this agreement;
- (h) that the Company may, at any time and without further consent, access and monitor my usage of Company information and resources, including but not limited to: computers, computer software, electronic mail, on-line services, voice mail, facsimile machines, telephones and photocopiers;
- (i) that my employment with the Company is "at will" and that both the Company and I have the right to terminate my employment at any time, with or without advance notice and with or without cause.

This agreement supersedes and replaces any existing agreement between the Company and me relating generally to the same subject matter. This agreement may not be modified or terminated, in whole or part, except in writing signed by an authorized representative

(Rev: 10/1999)

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of the Company. Discharge of my undertakings in this agreement shall be an obligation of my executors, administrators, or other legal representatives or assigns. In the event that any court of competent jurisdiction concludes that any provision (or portion of any provision) of this agreement is unenforceable because it conflicts with the law or public policy of that jurisdiction, the parties agree that the court should first narrow or otherwise interpret the provision to the extent necessary to conform it to the law or public policy of that jurisdiction. In the event that the court concludes that it is unable to narrow or otherwise interpret the provision so that it is neither invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

I represent that, except as stated below, I have no agreements with or obligations to others in conflict with the foregoing.

**These terms are used in the ordinary sense and do not refer to the official security classifications of the United States Government. The Company generally considers "secret" or "confidential" any information or data that is not generally known - regardless of whether such information or data is in oral, written, machine readable or other form. When in doubt, you should assume that information or data is secret or confidential unless or until determined otherwise. Without limitation, examples of information or data that may be of a secret or confidential nature are: drawings, manuals, notebooks, reports, models, inventions, formulas, processes, machines, compositions, computer programs, accounting methods, business plans and information systems. For further information, you should consult your Company's assigned legal counsel.*

TYPE OR PRINT IN INK

Full Name Thomas Edward Devan Component G.E. Quartz
Social Security No. 092-52-6886 Location Strongsville

Laura S. Parks (Signed) Thomas E. Devan
Witness (The employee's immediate manager or other appropriate representative of the Company) (Employee's signature - to include employee's first name in full)
Eng. Technology 10-7-02
Employee's Position Date

Countersigned - Authorized Company Representative (Required only when this agreement supersedes prior agreement)

The following are the only agreements to which I am a party that may be in conflict with the obligations undertaken above:

