

PATENT RECORDER  
COVER

04-06-2004

Attorney Docket No.  
T18.11-0001



To the Director of the U.S  
document or copy thereof.

102714146

Please record the attached original

1. Name of conveying party(ies):  
(1) Thermo Electron Corporation  
81 Wyman Street  
Waltham, MA 02454-9046  
  
Additional name(s) of conveying party(ies)  
attached? [ ] Yes [ ] No

4.5.04

2. Name and address of receiving  
party(ies):  
  
Name: Oxford Instruments Plasma Technology  
Limited  
Internal Address: \_\_\_\_\_  
Street Address: Old Station Way  
City Eynsham, Witney, Oxfordshire, United  
Kingdom

Additional name(s) & address(es) attached?  
[ ] Yes [ ] No

3. Nature of Conveyance:  
  
[x] Assignment [ ] Merger  
[ ] Security Agreement  
[ ] Change of Name [ ] Other \_\_\_\_\_  
  
Execution Date: October 2, 2003

OFFICE OF PUBLIC RECORDS  
2004 APR -5 PM 2:49  
FINANCE SECTION

4A. Application No. (s)  
  
If this document is being filed together with a  
new application, the execution date(s) of the  
Declaration of the application is: \_\_\_\_\_  
  
Additional numbers attached? [ ] Yes [ ] No

4B. Patent No. (s)  
5,976,263  
  
Additional numbers attached?  
[ ] Yes [ ] No

5. Name and address of party to whom corres-  
pondence concerning document should be mailed:  
  
Name: Nathan M. Rau  
Street Address: Westman, Champlin & Kelly, P.A  
Suite 1600  
International Centre  
900 Second Avenue South  
City: Minneapolis State: MN ZIP 55402

6. Total number of applications and  
patents involved: [1]

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

8. Method of Payment  
[X] Enclosed  
[X] The Director is authorized to  
charge payment of any additional  
recording fees or credit any  
overpayment to deposit account  
No. 23-1123.

04/06/2004 LIRELLER 09000039 5976263

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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.

Nathan M. Rau  
Name of Person Signing

Signature

1 April 2004

Date

Total number of pages submitted: [5]

Dated 2<sup>nd</sup> October, 2003

THERMO ELECTRON CORPORATION (1)  
OXFORD INSTRUMENTS PLASMA TECHNOLOGY LIMITED (2)

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ASSIGNMENT OF PATENT AND PATENT  
APPLICATIONS

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We hereby certify  
this to be a true copy  
of the original

*Haynes*  
30.10.03

ADDLESHAW GODDARD

2<sup>nd</sup> October

This Assignment is made on 2 2003

**Between**

- (1) **Thermo Electron Corporation** a company incorporated in Delaware USA at 81 Wyman Street, Waltham, Massachusetts 02454 9046 USA (**Assignor**); and
- (2) **Oxford Instruments Plasma Technology Limited** (No. 1581072) whose registered office is at Old Station Way, Eynsham, Witney, Oxfordshire (**Assignee**).

**Whereas**

- (A) The Assignor is the beneficial owner of the patents and patent applications details of which are set forth in the Schedule hereto (**Patents**).
- (B) The parties have agreed that the Patents should be transferred by the Assignor to the Assignee for the consideration and on the terms and subject to the conditions set out in this Agreement.

**It is agreed**

**1 Assignment**

In consideration of the payment of the sum of £1 by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged by the Assignor, the Assignor hereby assigns to the Assignee all its right, title and interest in the Patents and all the rights, powers, privileges and immunities arising or accrued there (including (without limitation) the right to sue for any infringement of the Patents prior to the date of this Agreement) together with all right, title and interest in the inventions claimed in the Patents (**Inventions**) and the right to apply for prosecute and obtain patent or similar protection in respect of the Inventions (together with the right to claim priority from the Patents) in any and all countries of the world with the intent that the grant of any patents or similar protection shall be in the name of and shall vest in the Assignee free from any liens, charges and encumbrances TO HOLD unto the Assignee absolutely.

**2 Further Assurance**

2.1 In the event that the validity or ownership of any of the Patents and/or of any patent granted pursuant to any application included within the rights assigned by clause 1 (**Applications**) is challenged on any point upon which the Assignor has advice or has or can procure information which may assist in meeting and defeating or reducing the effect of such challenge the Assignor agrees and/or undertakes to supply such advice and/or to supply or procure the supply of such information without unreasonable delay but subject to the right to charge the Assignee reasonable out of pocket expenses incurred in pursuance of this provision.

2.2 The Assignor shall, and shall use all reasonable endeavours to procure that any third party shall, execute such further documents and do such further acts and things as the Assignee may reasonably request at the Assignee's expense from time to time by way of further assurance of the rights assigned under this Assignment.

**3 Law**

This Agreement shall be governed by and construed in accordance with English law and the parties hereby submit to the non-exclusive jurisdiction of the English Courts.

**In Witness** whereof the parties have caused this Deed to be executed the day and year first above written.

The Schedule

The Patent

Patent/Application Number	Title	Application/Grant Date	Country	GB Priority
0122088	MBE Knudsen Cell	08-Apr-97	Eur (GB)	8308786 ✓(L)
0122088	MBE Knudsen Cell	08-Apr-97	Eur (Ger)	8308786 L
0122088	MBE Knudsen Cell	08-Apr-97	Eur (Fr)	8308786 L
2707525	Bakeable Vacuum Seal	1988	Japan	8713241
0294224	Bakeable Vacuum Seal	07-Dec-88	Eur (GB)	8713241
0294224	Bakeable Vacuum Seal	07-Dec-88	Eur (Ger)	8713241
0294224	Bakeable Vacuum Seal	07-Dec-88	Eur (Fr)	8713241
0294224	Bakeable Vacuum Seal	07-Dec-88	Eur (Neth)	8713241
0294224	Bakeable Vacuum Seal	07-Dec-88	Eur (Sw)	8713241
4889319	Bakeable Vacuum Seal	26-Dec-88	USA	8713241
88/16306	Rotary Feedthrough	04-Mar-94	Eur (Fr)	8729262
2213316	Rotary Feedthrough	18-Sept-91	Eur (GB)	8729262
4945774	Rotary Feedthrough	07-Aug-90	USA	8729262
5026454	MBE Shutter Control	25-Jun-91	USA	8726639
8814678	MBE Shutter Control	12-Jun-92	Eur (Fr)	8726639
2212519	MBE Shutter Control	20-May-92	Eur (GB)	8726639
5976263	Pepperpot MBE Source	02-Nov-99	USA	9515929.9
2318366	Pepperpot MBE Source	31-Mar-99	Eur (GB)	9515929.9
0210405.7	A method and apparatus for loading and unloading substrate from deposition equipment	07-May-02	United Kingdom	

Executed as a deed by  
**Thermo Electron Corporation**  
acting by two directors or by a  
director and its secretary

) *Kenneth J. Upius*  
) .....  
) Director TREASURER  
) *John A. Ciccarello*  
) .....  
) Director/Secretary  
) ASST.

Executed as a deed by  
**Oxford Instruments Plasma Technology  
Limited** acting by two directors or by a  
director and its secretary

) .....  
) Director  
) .....  
) Director/Secretary