

**HEET** 

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office



10283993	4 <u>Customer No. 23910</u>
To the Honorable Commissioner of Patents and Trademarks: Pl	•
Name of conveying party(ies):     Robert Ditizio	2. Name and address of receiving party(ies):
dditional name(s) of conveying party(ies) attached? _ Yes X No	Name: TEGAL CORPORATION  Address: 2201 South McDowell Boulevard
s. Nature of conveyance:	Petaluma, CA 94954-6903
✓ Assignment Merger Security Agreement Change of Name Other	
xecution Date: 9/8/04	Additional name(s) & address(es) attached? Yes No
Application number(s) or patent number(s):  A. Patent Application No.: Unassigned B. Confirmation No.: Unassigned Title: SYSTEM AND METHOD FOR PROCESSING A WAFER INCLUDING STOP-ON-ALUMINUM PROCESSING	C. Patent No(s).:  09/13/2004 STEUMEL1 00000081 10937660 01 FC:8021 40.00 0P
Filed Date: Concurrently herewith  Additional numbers attach	<del></del>
If this document is being filed together with a new application, the	execution date of the application is: 9/8/04
. Name and address of party to whom correspondence concerning document should be mailed:	6. Total Number of applications and patents involved: 1 X \$40.00 each
Name: Sheldon R. Meyer	7. Total fee (37 CFR 3.41)\$ 40.00
Address: Fliesler Meyer LLP	✓ Check Enclosed
Four Embarcadero Center, Fourth Floor  San Francisco, CA 94111  Telephone: (415) 362-3800	8. Fee Authorization. Authorization is given to charge any additional fees or credit any overpayment to Deposit Account No. 06-1325.  Copy. (A duplicate copy of this authorization is not enclosed.)
O. Statement and signature.  To the best of my knowledge and belief, the foregoing info copy is a true copy of the original document.	formation is true and correct and any attached
Charles H. Jew Attorney (Reg. No.: 34,192) Signature	9.1.04 Date
0. Total number of pages to be recorded: 3 (1 page cover s	sheet and 2 page document).

Attorney Docket No.: TEGL-01172US0 chj/tegl/1172us0/1172us0.Assgn Record Form.wpd

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## SOLE TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned, Robert Ditizio, a resident of Petaluma, CA, (hereinafter termed "Inventor"), has invented certain new and useful improvements in:

## SYSTEM AND METHOD FOR PROCESSING A WAFER INCLUDING STOP-ON-ALUMINUM PROCESSING

and has executed a declaration or oath for an application for a United States patent disclosing and identifying the invention, said invention being described and claimed in the patent application filed herewith and identified by the above title and Attorney Docket No. TEGL-01172US0.

WHEREAS TEGAL CORPORATION (hereinafter termed "Assignee"), a corporation of the State of Delaware, having a place of business at 2201 South McDowell Boulevard, State of California, 94954-6903, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

- 1. Said Inventor does hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any and all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.
- 2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, executing 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 herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings,

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PATENT REEL: 015785 FRAME: 0241 infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

- 3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, said Inventor's heirs, legal representatives and assigns.
- 4. Said Inventor hereby warrants and represents that said Inventor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventor has executed this instrument on the date as given below and delivered this instrument to said Assignee:

September 8, 2004 Date  Robert Ditizio	
Date Robert Ditizio	
State of)	
County of)	
On	le of officer)
personally appeared, personally known to me (or proved to me on t person whose name is subscribed to the within instrument and acknowledged to me that h capacity, and that by his/her signature on the instrument the person, or the entity upon bel instrument.	the basis of satisfactory evidence) to be the ne/she executed the same in his/her authorize
WITNESS my hand and official seal.	
Signature	

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