

11-02-2004



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PATENT

ER SHEET

PATENT

102704

TO: Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)

Document ID#:

Correction of PTO Error

Reel #: Frame #:

Corrective Document

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Conveyance Type

Assignment Security Agreement

License Change of Name

Merger Other

U.S. Government
(For use ONLY by U.S. Government Agencies)

Departmental File Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name	Execution Date		
	Month	Day	Year
Applied Science and Technology, Inc. / MKS Instruments, Inc.	09	28	2004
<input type="text"/>	/	/	
<input type="text"/>	/	/	
<input type="text"/>	/	/	
<input type="text"/>	/	/	

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

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11/01/2004 NBETACHE 00000046 5153406

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200.00 DP

Mail documents to be recorded with required cover sheet(s) information to:
Mail Stop Assignment Recordation Services, Director of the US Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450

PATENT
REEL: 015931 FRAME: 0291

Correspondent Name and Address

Area Code and Telephone Number (617) 248-7000

Name Patent Administrator

Address (line 1) Testa, Hurwitz & Thibault, LLP

Address (line 2) High Street Tower

Address (line 3) 125 High Street

Address (line 4) Boston, MA 02110

Pages Enter the total number of pages of the attached conveyance document including any attachments. 8

Application Number(s) or Patent Number(s) Mark if additional numbers attached Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

Table with 3 columns for Patent Application Number(s) and 3 columns for Patent Number(s). Values include 5,153,406, 5,556,475, 5,405,645, 5,501,740, and 5,518,759.

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned. PCT [] PCT [] PCT [] PCT [] PCT [] PCT []

Number of Properties Enter the total number of properties involved. # 5

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ 200.00

Method of Payment: Enclosed [x] Deposit Account []

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account) Deposit Account Number # 20-0531

Authorization to charge additional fees: Yes [x] No []

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. Charges to deposit account are authorized, as indicated herein.

Michael H. Brodowski / Reg. # 41,640 Signature Date October 27, 2004

CONFIRMATORY PATENT ASSIGNMENT

THIS CONFIRMATORY PATENT ASSIGNMENT ("Confirmatory Assignment") is made by and between Applied Science and Technology, Inc., a Delaware corporation with its principal place of business in Wilmington, Massachusetts, and MKS Instruments, Inc., a Massachusetts corporation with its principal place of business in Andover, Massachusetts (collectively "Assignor") and Seki Technotron Corporation, a Japanese corporation with its principal place of business in Tokyo, Japan ("Assignee").

WHEREAS, Assignor owned the entire right, title, and interest in and to certain inventions set forth in certain United States and foreign patents more particularly identified on SCHEDULE A attached hereto (the "Patents");

WHEREAS, Assignor assigned to Assignee Assignor's entire right, title and interest in and to the Patents and the inventions set forth therein via a Patent Assignment Agreement between Assignor and Assignee, dated November 15, 2003 (the "Agreement");

WHEREAS, Assignor and Assignee desire to confirm such assignment pursuant to this Confirmatory Assignment;

NOW THEREFORE, for good and valuable consideration furnished by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee intend to be legally bound as follows.

1. Assignment.

(a) Assignor assigned, transferred and delivered to Assignee, and Assignee received and accepted from Assignor, the entire right, title and interest of Assignor in and throughout the United States of America, its territories and all foreign countries, in and to the Patents and the inventions and discoveries set forth therein and all reissues, reexaminations, substitutions, and extensions thereof and all United States and foreign patents which may be issued on such inventions, all such right, title and interest to be held and enjoyed by Assignee to the full end of the term for which the Patents have been or will be granted, renewed, substituted, reexamined, extended or reissued, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, and Assignor assigned any and all claims and causes for action for infringement of such Patents which have accrued up to and including the date of the Agreement, including all rights to recover damages and injunctive relief in respect to such infringement.

(b) Assignor shall, upon Assignee's request and at Assignee's expense, but without additional consideration to Assignor, do all lawful acts and execute and deliver to Assignee all lawful documents reasonably requested by Assignee to secure and confirm Assignee's ownership of the Patents and inventions set forth therein.

2. Nonimpairment of the Agreement. Neither the making nor the acceptance of this Confirmatory Assignment shall restrict, impair, reduce, expand or otherwise modify the

terms of the Agreement or constitute a waiver or release by Assignor or Assignee of any liabilities, duties or obligations imposed upon any of them by the terms of the Agreement including, without limitation, the representations and warranties.

3. Registration and Issuance of the Patents. Assignor hereby authorizes and requests the Director of the United States Patent and Trademark Office and the empowered officials of all other governments to record Assignee as the sole owner of the Patents and to issue solely to Assignee, in lieu of Assignor, in accordance with this instrument, all future Letters Patent, notices and any other communications and documents bearing on the Patents.

4. Binding Effect and Governing Law. This Confirmatory Assignment is binding on Assignor, and its successors and assigns, and will inure to the benefit of Assignee, its successors and assigns. It shall be governed by, interpreted and construed in accordance with the laws of Massachusetts, without reference to conflict of laws principles. Venue for any dispute arising under or resulting from this Confirmatory Assignment shall be in Massachusetts, and each of the parties hereby irrevocably submits to the jurisdiction of the United States federal court (or, if such court does not have subject matter jurisdiction, a state court) sitting in Massachusetts in any action, suit or proceeding brought against it by the other party arising under, resulting from, or related to this Confirmatory Assignment.

5. Counterparts; Amendment. This Confirmatory Assignment may be executed in two or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. This Confirmatory Assignment cannot be amended without a writing signed by each of Assignor and Assignee.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused their respective duly authorized representative to execute this Assignment as of the 28 day of September 2004.

APPLIED SCIENCE AND TECHNOLOGY, INC./
MKS INSTRUMENTS, INC.

By: *Robert L. Klimm*

Print Name: Robert L. Klimm

Title: VP & General Manager

Commonwealth of Massachusetts)
County of Middlesex) SS:

On this 28 day of September, 2004, before me personally appeared Robert L. Klimm known to me (satisfactorily proven) to be the person whose name is subscribed to and who executed the attached Confirmatory Assignment, and acknowledged that he/she, whose title is supplied above, is authorized to act on behalf of the Assignor and executed the Confirmatory Assignment for the uses and purposes set forth therein.

SEAL

Notary Public: *Paula J. Edwards*

My commission expires:

Paula J. Edwards
Notary Public
My Commission Expires
July 24, 2009



SEKI TECHNOTRON CORPORATION

By: _____

Print Name: Makoto Seki

Title: President

Witnessed by: _____

Date: _____

Print Name: _____

SCHEDULE A

ISSUED PATENTS

Country	Patent No.	Title	Issue Date
US	5,153,406	Microwave Source	10/06/1992
US	5,405,645	High Growth Rate Plasma Diamond Deposition Process and Method of Controlling Same	04/11/1995
US	5,501,740	Microwave Plasma Reactor	03/26/1996
US	5,518,759	High Growth Rate Plasma Diamond Deposition Process and Method of Controlling Same	05/21/1996
US	5,556,475	Microwave Plasma Reactor	09/17/1996
EP	0737256	Microwave Plasma Reactor	12/20/2000
GB	0737256	Microwave Plasma Reactor	12/20/2000
DE	694 26 463	Microwave Plasma Reactor	12/20/2000
JP	3483147	Microwave Plasma Reactor	01/06/2004

3043316

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NOW THEREFORE, for good and valuable consideration furnished by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee intend to be legally bound as follows.

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(a) Assignor assigned, transferred and delivered to Assignee, and Assignee received and accepted from Assignor, the entire right, title and interest of Assignor in and throughout the United States of America, its territories and all foreign countries, in and to the Patents and the inventions and discoveries set forth therein and all reissues, reexaminations, substitutions, and extensions thereof and all United States and foreign patents which may be issued on such inventions, all such right, title and interest to be held and enjoyed by Assignee to the full end of the term for which the Patents have been or will be granted, renewed, substituted, reexamined, extended or reissued, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, and Assignor assigned any and all claims and causes for action for infringement of such Patents which have accrued up to and including the date of the Agreement, including all rights to recover damages and injunctive relief in respect to such infringement.

(b) Assignor shall, upon Assignee's request and at Assignee's expense, but without additional consideration to Assignor, do all lawful acts and execute and deliver to Assignee all lawful documents reasonably requested by Assignee to secure and confirm Assignee's ownership of the Patents and inventions set forth therein.

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terms of the Agreement or constitute a waiver or release by Assignor or Assignee of any liabilities, duties or obligations imposed upon any of them by the terms of the Agreement including, without limitation, the representations and warranties.

3. Registration and Issuance of the Patents. Assignor hereby authorizes and requests the Director of the United States Patent and Trademark Office and the empowered officials of all other governments to record Assignee as the sole owner of the Patents and to issue solely to Assignee, in lieu of Assignor, in accordance with this instrument, all future Letters Patent, notices and any other communications and documents bearing on the Patents.

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[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused their respective duly authorized representative to execute this Assignment as of the ____ day of _____, 2004.

APPLIED SCIENCE AND TECHNOLOGY, INC./
MKS INSTRUMENTS, INC.

By: _____

Print Name: _____

Title: _____

Commonwealth of Massachusetts)
County of _____)

SS:

On this ____ day of _____, 2004, before me personally appeared _____, known to me (satisfactorily proven) to be the person whose name is subscribed to and who executed the attached Confirmatory Assignment, and acknowledged that he/she, whose title is supplied above, is authorized to act on behalf of the Assignor and executed the Confirmatory Assignment for the uses and purposes set forth therein.

S E A L

Notary Public: _____

My commission expires:

SEKI TECHNOTRON CORPORATION

By: Makoto Seki

Print Name: Makoto Seki

Title: President

Witnessed by: 

Date: 10/15/2004

Print Name: TOMOAKI OHKI

SCHEDULE A

ISSUED PATENTS

<u>Country</u>	<u>Patent No.</u>	<u>Title</u>	<u>Issue Date</u>
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