

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT														
NATURE OF CONVEYANCE:	ASSIGNMENT														
CONVEYING PARTY DATA															
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:70%;">Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Thomas J. Kropewnicki</td> <td>02/21/1999</td> </tr> <tr> <td>Theodoros Panagopoulos</td> <td>05/15/2006</td> </tr> <tr> <td>Nicholas Gani</td> <td>05/12/2006</td> </tr> <tr> <td>Wilfred Pau</td> <td>05/12/2006</td> </tr> <tr> <td>Meihua Shen</td> <td>05/15/2006</td> </tr> <tr> <td>John P. Holland</td> <td>05/15/2006</td> </tr> </tbody> </table>		Name	Execution Date	Thomas J. Kropewnicki	02/21/1999	Theodoros Panagopoulos	05/15/2006	Nicholas Gani	05/12/2006	Wilfred Pau	05/12/2006	Meihua Shen	05/15/2006	John P. Holland	05/15/2006
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John P. Holland	05/15/2006														
RECEIVING PARTY DATA															
Name:	Applied Materials, Inc.														
Street Address:	P.O. Box 450-A														
City:	Santa Clara														
State/Country:	CALIFORNIA														
Postal Code:	95052														
PROPERTY NUMBERS Total: 1															
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>11367004</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	11367004										
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CORRESPONDENCE DATA															
Fax Number:	(732)530-9808														
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>															
Phone:	(732) 530-9404														
Email:	adevesty@pattersonsheridan.com														
Correspondent Name:	Keith Taboada, Esq.														
Address Line 1:	595 Shrewsbury Avenue														
Address Line 4:	Shrewsbury, NEW JERSEY 07702														
ATTORNEY DOCKET NUMBER:	009259P02/ETCH/CONE/PJS														
NAME OF SUBMITTER:	Keith Taboada, Esq.														

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PATENT

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Total Attachments: 8

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ASSIGNMENT FOR APPLICATION FOR PATENT

WHEREAS:

Names and Addresses of Inventors:

1)	THOMAS J. KROPEWNICKI 244 Woodbridge Circle San Mateo, CA 94403	2)	THEODOROS PANAGOPOULOS 10100 Torre Avenue #120 Cupertino, CA 95014
3)	NICOLAS GANI 755 East Capital Avenue #C308 Milpitas, CA 95035	4)	WILFRED PAU 2227 Lenox Place Santa Clara, CA 95054
5)	MEIHUA SHEN 694 Perry Common Fremont, CA 94539	6)	JOHN P. HOLLAND 1565 Calaveras Avenue San Jose, CA 95126

(hereinafter referred to as Assignors), have invented a certain invention entitled:

**METHOD FOR ETCHING HAVING A CONTROLLED
DISTRIBUTION OF PROCESS RESULTS**

enclosed herewith or for which application for Letters Patent in the United States was filed on March 2, 2006, under Serial No. 11/367,004 executed on even date herewith; and

WHEREAS, Applied Materials, Inc., a corporation of the State of Delaware, having a place of business at 3050 Bowers Avenue, Santa Clara, California 95054 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said application (hereinafter referred to as Application), and the invention disclosed therein (hereinafter referred to as Invention), and in and to all embodiments of the Invention, heretofore conceived, made or discovered by said Assignors, and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter referred to as Patents) thereon granted in any and all countries and groups of countries.

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

1. Said Assignors hereby sell, assign, transfer and convey to Assignee the full and exclusive right, title and interest (a) in and to said Application and said Invention; (b) in and to all rights to apply for patents on said Invention in any and all countries pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all Applications filed and any and all Patents granted on said Invention in any and all countries and groups of countries, including each and every Application filed and each and every Patent granted on any application which is a conventional, division, substitution, or continuation of said Application; and (d) in and to each and every reissue or extension of any of said Patents.

2. Said Assignors hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest to said Invention herein conveyed in any and all countries and groups of countries. Such cooperation by said Assignors shall include prompt production of pertinent facts and documents, giving testimony, execution 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 prosecuting any of said applications; (c) for filing and prosecuting conventional, substitute, divisional, continuing or additional applications covering said Invention; (d) for filing and prosecuting applications for reissuance of any of said Patents; (e) for interference or other priority proceedings involving said Invention; and (f) for legal proceedings involving said Invention and any application therefor and any Patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Assignors in providing such cooperation shall be paid for by said Assignee.

3. The term and covenants of this agreement shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Assignors, their respective heirs, legal representatives and assigns.

4. Said Assignors hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Assignors have executed and delivered this instrument to said Assignee on the dates indicated below.


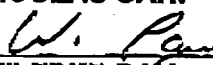
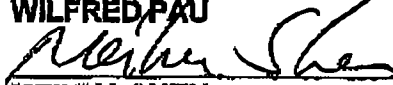
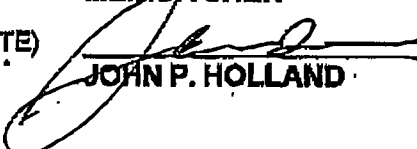
1) _____ (DATE)

5/15/06 T.P.

THOMAS J. KROPEWNICKI

2) ~~5/15/05~~ (DATE)

THEODOROS PANAGOPOULOS

- 3) 5/12/06 (DATE) 
NICOLAS GANI
- 4) 5/12/06 (DATE) 
WILFRED PAU
- 5) 5/15/06 (DATE) 
MEIHUA SHEN
- 6) 5/15/06 (DATE) 
JOHN P. HOLLAND



Revised 10/96

EMPLOYEE AGREEMENT

NAME Thomas J. Kropewnick DATE 2/21/99
DEPARTMENT Dielectric Etch

In consideration of my employment and the compensation paid to me for my services during the term of my employment with Applied Materials, Inc. ("APPLIED"), I (Employee) agree with APPLIED as follows:

I. CONFIDENTIAL INFORMATION

A. Confidential information shall include, without limitation, any and all information concerning (i) processes, formulas, trade secrets, innovations, inventions, discoveries, improvements, research or development and test results, specifications, data, and knowhow; (ii) marketing plans, business plans, strategies, forecasts, unpublished financial information, budgets, projections, product plans and pricing; (iii) personnel information, including organizational structure, salary, and qualifications of employees; (iv) customer and supplier information, including identities, product sales and purchase history or forecasts and agreements; and (v) any other information which is not known to the public. Except as may be authorized by APPLIED in writing, I shall hold all such confidential information in trust and confidence for APPLIED, and agree not to disclose such information to anyone outside of APPLIED or use such information for the benefit of anyone other than APPLIED, either during or after my employment with APPLIED. I further agree to deliver promptly to APPLIED on termination of my employment or at any time it may so request, all memoranda, notes, notebooks, records, reports, manuals, drawings, blueprints and any other documents or things belonging to APPLIED, including all copies of such materials, which I may then possess or have in my custody or under my control. The rights and obligations of this paragraph shall survive and continue after any expiration or termination of this Agreement or of my employment with APPLIED so long as the information specified herein shall remain confidential.

B. I agree that I will not use or disclose any confidential information belonging to my former employer(s) during my employment with APPLIED, and I agree that I will not bring onto the premises of APPLIED any documents, records, files or other property belonging to my former employer(s).

Initials TK

MC:kl:95word:amatemp.doc (6/95)

APPLIED MATERIALS CONFIDENTIAL/HR

PATENT

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EMPLOYEE AGREEMENT

C. I understand that APPLIED has received and in the future will receive from third parties their confidential information subject to a duty by APPLIED to maintain the confidentiality of such information. I agree that I owe APPLIED and such third parties a duty to hold all such confidential or proprietary information in confidence and not to disclose it to others or to use it for the benefit of anyone other than for APPLIED or such third party.

2. INVENTIONS, PATENTS, TRADE SECRETS AND COPYRIGHTS

A. I agree that all inventions, copyrightable works and confidential information (including but not limited to new contributions, improvements, ideas or discoveries, whether patentable or not and computer source code and documentation) produced, conceived, made or first actually reduced to practice by me solely or jointly with others during the period of my employment with APPLIED (the foregoing are subsequently referred to as Creative Works), are hereby assigned to APPLIED and shall be the exclusive property of APPLIED. I agree that I will:

(i) promptly disclose in detail all Creative Works to APPLIED;

(ii) at the request of APPLIED, sign and provide any and all documents, testimony or any other assistance that is reasonably necessary to assign, file, register or otherwise secure to APPLIED exclusive rights to Creative Works in the United States and all other countries;

(iii) accept the wages provided for my services as my sole compensation for the assignment to APPLIED of all rights to Creative Works and other rights granted to APPLIED under this Agreement. In case any invention is described in a patent application or is disclosed to third parties by me within one (1) year after terminating my employment with APPLIED, it is to be presumed that the invention was conceived or made during the period of my employment for APPLIED, and the invention will be assigned to APPLIED as provided by this Agreement, provided it relates to my work with APPLIED or any of its subsidiaries. Any Creative Works made by me prior to any association by me with APPLIED and without the confidential information and/or resources of APPLIED shall not be subject to the assignment provision of this Agreement;

(iv) waive any and all "moral rights" which I may have in such Creative Works, and to assign all such "moral rights" to APPLIED. "Moral Rights" mean any rights to claim authorship of a Creative Work, to object to or prevent the modification of any Creative Work, or to withdraw from circulation or control the publication or distribution of any Creative Work, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is denominated or generally referred to as a "moral right".

EMPLOYEE AGREEMENT

B. (Applicable only to employees based in California.) I understand that the provisions of this agreement do not apply to any invention which qualifies fully to be excluded pursuant to the provisions of California Labor Code Section 2870 (printed on the last page of this Agreement). I will advise APPLIED promptly in writing of any inventions I believe meet such criteria.

3. NON-SOLICITATION OF EMPLOYEES

During my employment with APPLIED and for a period of one (1) year after the termination of my employment with APPLIED for any reason, I agree that I shall not either directly or indirectly solicit, induce, recruit or encourage any of APPLIED'S employees to leave their employment or take away such employees, or attempt to solicit, induce, recruit, encourage or take away employees of APPLIED, either for myself or for any other person or entity.

4. CONFLICT OF INTEREST

I agree that I will not engage in outside business activities, consulting services, or outside employment that competes with, or may have the appearance of competing with the interests of APPLIED, including but not limited to being employed by, investing in (except for publicly owned companies, in which I may own up to \$25,000 in market value of shares, or 2% of outstanding shares, whichever is greater, unless the Board approves a larger amount), or providing time, materials or other services to any entity that buys from or sells to or competes with APPLIED, and/or engaging in activities that utilize APPLIED'S equipment, physical plant, and/or confidential information.

Currently, I am engaged in the following outside business activities, consulting services or outside employment:

N/A

I agree that I will promptly disclose to APPLIED in detail, any change in my outside commercial or employment activities.

5. AT-WILL EMPLOYMENT STATUS

I understand and acknowledge that my employment at APPLIED is "at will" which means that there is no agreement, express or implied, between me and APPLIED for any definite period of employment. APPLIED and I each have a right to terminate my employment at any time, with or without cause and with or without advance notice.

6. ARBITRATION

I agree that, except as set forth in the last sentence of this paragraph, any controversy or claim arising out of or relating to my employment or the termination of my employment including, but not limited to, any controversy or claim based on contract or tort common law and any federal, state or local statute or law, shall be finally settled by binding arbitration administered by the American Arbitration Association under its National Rules for the Resolution of Employment Disputes. The arbitration will be conducted in the city in which I am or was last employed. Judgment upon any award rendered in an arbitration proceeding may be entered in any court having jurisdiction thereof. Any controversy or claim subject to arbitration shall be deemed waived, and shall be forever barred, if arbitration is not initiated within one (1) year after the date the controversy or claim first arose. In any arbitration commenced pursuant to this paragraph, depositions may be taken and discovery obtained as provided in the Federal Rules of Civil Procedure, subject to limitation by the arbitrator to a reasonable amount. Any award by the arbitrator(s) shall be accompanied by a statement of the factual and legal bases for the award. This agreement to arbitrate shall not apply to claims for Workers' Compensation or unemployment compensation or to controversies or claims arising out of or related to misappropriation, misuse or unauthorized disclosure of APPLIED's trade secrets or confidential information.

7. GENERAL PROVISIONS

A. This Agreement will be governed by the law of the state in which I am based at the time that any issue, controversy or claim arises under this Agreement.

B. If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

C. I agree that all my obligations under this Agreement shall be binding upon my heirs, executors, administrators, legal representatives and assigns.

EMPLOYEE AGREEMENT

D. I acknowledge that this is the sole Agreement between myself and APPLIED with respect to the subject matter hereof, that I have not relied upon any representation or promise not expressly stated herein, and that any modifications to this Agreement can only be made in writing signed by me an an appropriate APPLIED Officer.


EMPLOYEE SIGNATURE

Thomas J. Kropewnick
PRINT

2109-K Powers Ferry Rd
HOME ADDRESS

Marietta, GA 30067
CITY, STATE, ZIP

APPLIED MATERIALS, INC.

By 
HUMAN RESOURCES REPRESENTATIVE

SECTION 2870, CHAPTER 2, ARTICLE 3.5 OF THE CALIFORNIA LABOR CODE reads as follows:

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.