## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Fernando Gustavo Tomasel	12/06/2006
Justin Mauck	12/07/2006
Andrew Shabalin	12/05/2006
Denis Shaw	12/11/2006
Juan Jose Gonzalez	12/13/2006

#### **RECEIVING PARTY DATA**

Name:	Advanced Energy Industries, Inc.
Street Address:	1625 Sharp Point Drive
City:	Fort Collins
State/Country:	COLORADO
Postal Code:	80525

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11566610

### **CORRESPONDENCE DATA**

Fax Number: (212)842-7899

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Correspondent Name: Cooley Godward Kronish LLP Address Line 1: 1200 19th Street NW, 5th Floor

Address Line 2: Attn: Sean R. O'Dowd

Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:	ADEN01600US/AE2006003	
NAME OF SUBMITTER:	Sean R. O'Dowd	

**PATENT** 

500238162 **REEL: 019002 FRAME: 0458** 

Total Attachments: 7 source=ADEN016Assign#page1.tif source=ADEN016Assign#page2.tif source=ADEN016Assign#page3.tif source=ADEN016Assign#page4.tif source=ADEN016Assign#page5.tif source=ADEN016Assign#page6.tif source=ADEN016Assign#page7.tif

> PATENT REEL: 019002 FRAME: 0459

#### ASSIGNMENT

Fernando Gustavo Tomasel, residing at 1544 Windcreek Court, Fort Collins, CO 80526, Justin Mauck, residing at 125 North Grant Avenue, Fort Collins, CO 80521, Andrew Shabalin, residing at 4536 Maxwell Drive, Fort Collins, CO 80525-4800, Denis Shaw, residing at 3309 Hearthfire Drive, Fort Collins, CO 80524, and Juan Jose Gonzalez, residing at 527 Spindrift Court, Fort Collins, CO 80525 (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled METHOD AND APPARATUS FOR PREVENTING THE FORMATION OF A PLASMA-INHIBITING SUBSTANCE, and which is a:

(1) [] provisional application

(a) [] to be filed herewith; or
(b) [] bearing Application No. , and filed on ; or

(2) [x] non-provisional application

(a) [] to be filed herewith; or
(b) [x] bearing Application No. 11/566,610, and filed on December 4, 2006.

WHEREAS, ADVANCED ENERGY INDUSTRIES, INC., a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at 1625 Sharp Point Drive, Ft. Collins, CO 80525 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention; the application for patent identified in paragraph (1) or (2); the right to file applications for patent of the United States or other countries on the Invention; any application for patent of the United States or other countries claiming priority to these application; any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application for patent identified in paragraph (1) or (2);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;

- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1) or (2) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and
- (f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the preceding paragraphs (b)-(e); and
- (g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY GODWARD KRONISH L.L.P. to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1) or (2) when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

264727 v1/CO

PATENT REEL: 019002 FRAME: 0461

# Attorney Docket No. ADEN-016/00US/AE20062003 Page 3

Date: 12/6/06	By: Fernando Gustavo Tomasel
	Ternando Gustavo Tomaser
State of Colora do	
County of Latimer	
On Dec. (2006, before me, Jehn Fernando Tomase), personally known to nevidence, to be the person(s) whose name(s) is/are sulto me that he/she/they executed the same in his/her/the signature(s) on the instrument the person(s), or the executed the instrument.	ne or proved to me on the basis of satisfactory oscribed to the within instrument and acknowledged eir authorized capacity(ies), and that by his/her/their
WITNESS my hand and official seal.	TAR L. TO
Signature of Notary Public F	Place Notary Seal Above
	OF COLORED
	My Commission Expires 09/23/2009

My Commission Expires 09/23/2009

Date: 12/7/06 By: Justin Mauck
State of CHORAGO
County of Lorimer )
On 12/7/06, before me, Sennier K. Anderson, personally appeared Mauck, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.
Signature of Notary Public Place Place Span Charles

Date: 12/5/06 By: Shree
Andrew Shabalin
State of <u>Color ad D</u> ss.
County of Lagamer )
On <u>lec. 5, 206</u> , before me, <u>Jennifer K. Amerson</u> , personally appeared <u>Andrew Shabalin</u> , personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.
Signature of Notary Public Place Place
MV/CSARIRISSIAN Expires 09/23/2009

Date: 12/11/06	By: Denis Shaw
State of Colorado )	
County of Lagimer	
me on the basis of satisfactory evidence subscribed to the within instrument and ac the same in his/her/their authorized capacit	me, Jennifer K Anderson, personally known to me or proved to to be the person(s) whose name(s) is/are eknowledged to me that he/she/they executed sy(ies), and that by his/her/their signature(s) on y upon behalf of which the person(s) acted,
WITNESS my hand and official seal.	OTAR LO
Jannifer K. anderson	OF COLOR
/Signature of Notary Public	Place Notary Seal Above

State of Colorado  ss.  County of La (Mer.)  On Dec 13 2006, before me, Sennifer K. Inderson, personally appeared Juan Sor Cohzalez, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  WITNESS my hand and official seal.  Place Sotary Seal Charactery Seal Character	Date: 17-13-06 By: Juan Jose Gonzalez
On <u>Dec. 13</u> , <u>2006</u> , before me, <u>Jennites K. Amerson</u> , personally appeared <u>Junitas Gonzalez</u> , personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  WITNESS my hand and official seal.	State of Colocado
me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  WITNESS my hand and official seal.	ss.
Jennifer K anderson	me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
Junity K Mallon Signature of Notary Public  Place Botary Seal Cobord  OF COLOR	WITNESS my hand and official seal.
My Commission Expires 09/23/2009	OF COLOR

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**RECORDED: 03/13/2007** 

PATENT REEL: 019002 FRAME: 0466