

Client Code: ASMEX.604A

**RECORDATION FORM COVER SHEET
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To the Director, U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): (List using letters or numbers for multiple parties)</p> <p>Matt Johnson</p> <p>Additional name(s) of conveying party(ies) attached?</p> <p>() Yes (X) No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: ASM AMERICA, INC.</p> <p>Internal Address:</p> <p>Street Address: 3440 E. University Drive</p> <p>City: Phoenix State: AZ</p> <p>ZIP: 85034</p> <p>Additional name(s) of receiving party(ies) attached?</p> <p>() Yes (X) No</p>
<p>3. Nature of conveyance:</p> <p>() Assignment () Security Agreement</p> <p>() Merger () Change of Name</p> <p>(X) Other: Intellectual Property Assignment & Confidentiality Agreement</p> <p>Execution Date: (List as in section 1 if multiple signatures)</p> <p>October 11, 2004</p>	<p>4. US or PCT Application number(s) or US Patent number(s):</p> <p>(X) Patent Application No.: 12/331,322</p> <p>Filing Date: December 9, 2008</p> <p>Additional numbers attached?</p> <p>() Yes (X) No</p>
<p>5. Party to whom correspondence concerning document should be mailed:</p> <p>Customer No. 68,852</p> <p>Address: Knobbe, Martens, Olson & Bear, LLP 2040 Main Street, 14th Floor Irvine, CA 92614</p> <p>Return Fax: (949) 760-9502</p> <p>Attorney's Docket No.: ASMEX.604A</p>	<p>6. Total number of applications and patents involved: 1</p>
<p>7. Total fee (37 CFR 1.21(h)): \$40</p> <p>(X) Authorized to be charged to deposit account</p>	<p>8. Deposit account number: 11-1410</p> <p>Please charge this account for any additional fees which may be required, or credit any overpayment to this account.</p>
<p>9. Statement and signature.</p> <p>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.</p> <p><u>Timothy J. Goodson</u> Name of Person Signing</p> <p><u>[Signature]</u> Signature</p> <p><u>Dec. 10, 2008</u> Date</p> <p>58,585 Registration No.</p> <p>Total number of pages including cover sheet, attachments and document: 3</p>	

Documents transmitted via Facsimile to be recorded with required cover sheet information to:

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Intellectual Property Assignment & Confidentiality Agreement

ASM America, Inc. (the "Company") utilizes various confidential and proprietary information and intellectual property rights in the development, manufacture and marketing of its products. The following Agreement relates to such confidential and proprietary information, and to inventions and concepts conceived or made by me during the performance of my job with the Company. In consideration of my employment or continued employment by the Company and the compensation paid thereof:

1. **Assignment of Creations.** I agree promptly to disclose to the Company and hereby assign and transfer to the Company, without further compensation, all my right, title and interest in all designs, works of authorship, copyrightable creations, mask works, trademarks, discoveries, innovations, formulae, processes, manufacturing techniques, trade secrets, inventions, improvements, ideas, and other contributions (collectively, "Creations") whether or not patented or patentable, copyrighted or copyrightable or trademarked or trademarkable, which are conceived, made, developed, created or acquired by me, including all rights to obtain, register, perfect and enforce these interests that relate to my work during the period of my employment with the Company, whether or not during normal working hours, or that are aided by the use of Company experience, time, material, equipment or facilities. However, it being understood that no rights are conveyed in inventions, if any, made by me prior to my employment with the Company, which are identified at the end of this Agreement. I also agree to assist the Company, at the Company's expense, by executing any documents and providing assistance or cooperation in legal proceedings, to enable the Company to obtain and enforce the rights and title in the items hereby assigned to the Company. I agree to keep complete records of such Creations at the Company's facilities where I am regularly assigned, in a manner so that such records are readily accessible by the Company.

2. **Confidentiality.** I agree that I will not during my employment by the Company or thereafter disclose directly or indirectly to any person or entity, or use for my own benefit, any confidential information of the Company. Confidential information shall mean all information developed by, obtained by or disclosed to me by the Company that relates to Company business, including without limitation, products, processes, designs, test data, customer and supplier lists, trade secrets and the results of my work, except such information as is publicly disclosed by the Company or is or becomes publicly known through no wrongful act by me.

3. **Return of Confidential Material.** I agree to deliver promptly to the Company on termination of employment with the Company, or at any time it may so request, all memoranda, notes, records, reports, laboratory notebooks, manuals, drawings, blueprints and any other documents of confidential nature, including all copies of such material that I may then possess or have under my control. I further agree that, upon termination of my employment, I shall not take with me any document or data of any description containing or pertaining to the proprietary information of the Company, as set forth in Paragraph 2. I agree that all such items are the exclusive property of the Company.

4. **Non-Solicitation.** I agree that I shall not, during the term of my employment and for a period of six months immediately following the termination for any reason of my employment with the Company, either directly or indirectly, for myself or for any other person or entity: (a) call on and solicit, or take away, any of the customers of the Company on whom I called or with whom I became acquainted during my employment with the Company; or (b) solicit or take away, or attempt to solicit or take away, any employees of the Company.

5. **Outside Activities.** I agree to disclose to the Company, in writing, all consulting or professional services I am presently performing for other parties and to advise the Company, in writing, prior to accepting any offer to perform any future consulting professional services for other parties, so far as such consulting or professional services relate to or are connected with a business or products or projects that are similar to those of the Company. I agree that, without the Company's prior written consent, I will not during my employment with the Company engage

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directly or indirectly in any employment, consulting or activity other than for the Company in any business which, to my knowledge, the Company, or its affiliates, is then engaged.

6. **Injunctive Relief.** I agree that it would be difficult to measure the damage to the Company from any breach by me of the covenants set forth herein, that injury to the Company from any such breach would be impossible to calculate, and that money damages would therefore be an inadequate remedy for any such breach. Accordingly, I agree that if I breach any term of this Agreement, the Company shall be entitled, in addition to and without limitation of all other remedies it may have, to injunctions or other appropriate orders to restrain any such breach without showing or proving any actual damage to the Company; and this term shall survive termination of my employment.

7. **General.** I acknowledge receipt of the Agreement and agree, with respect to the subject matter hereof, that this Agreement is my entire agreement with the Company, superseding any previous oral or written communications or agreements with the Company or any officer or representative. This Agreement shall inure to the benefit of the successor and assigns of the Company and shall be binding upon my representatives, agents and assigns. To the extent that any of the agreements set forth, or any word, phrase, clause or sentence, shall be found to be illegal or unenforceable for any reason, such provision shall be modified or deleted in such a manner so as to make the agreement, as modified, legal and enforceable under applicable laws. This Agreement shall be governed by the laws of the State of Arizona, which state shall have jurisdiction of the subject matter hereof. This Agreement may not be otherwise modified, released or otherwise amended, in whole or in part, except by an instrument in writing signed by me and the Company. Any claim or cause of action of me against the Company, whether based on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company of its rights otherwise, shall not constitute defense to the enforcement by the Company of its rights hereunder. Nothing in the Agreement shall confer upon me any right to continue in the employ of the Company or interfere with any right of the Company to terminate my employment, and I have no agreements with any other party that would interfere with my compliance with this Agreement.

Dated: 10/11, 2004

EMPLOYEE:

Name: Matt Johnson

Signature: Matt Johnson

ASM AMERICA, INC.:

By: Nicole Cornelius

Name: Nicole Cornelius

Title: Staffing Specialist

LIST OF PRIOR INVENTIONS:

Title	Date	Identifying Number or Brief Description

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