

Form PTO-1595 (Rev. 03-09)  
OMB No. 0651-0027 (exp. 03/31/2009)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

## RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies)

Avansys, LLC

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

### 3. Nature of conveyance/Execution Date(s):

Execution Date(s) October 31, 2009

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

### 2. Name and address of receiving party(ies)

Name: Lawrence Semiconductor Investments, Inc.

Internal Address: \_\_\_\_\_

Street Address: 2300 W. Huntington Drive

City: Tempe

State: Arizona

Country: USA

Zip: 85282

Additional name(s) & address(es) attached? ☐ Yes ☒ No

### 4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

US 6,331,212

US 6,774,060

Additional numbers attached? ☐ Yes ☒ No

### 5. Name and address to whom correspondence concerning document should be mailed:

Name: Hannig Law Firm LLP

Internal Address: Attn: David M. Shesgreen

Street Address: 2991 El Camino Real

City: Redwood City

State: California Zip: 94061

Phone Number: (650) 482-3040

Fax Number: (650) 482-2820

Email Address: dms@hanniglaw.com

### 6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 80.00

- ☐ Authorized to be charged to deposit account  
☒ Enclosed  
☐ None required (government interest not affecting title)

### 8. Payment Information

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

### 9. Signature:

David M. Shesgreen  
Signature

November 10, 2009  
Date

David M. Shesgreen

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, V.A. 22313-1450

OP \$80.00 6331212

700422630

PATENT  
REEL: 023498 FRAME: 0590

## PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("**Assignment**") is effective as of October 31, 2009 by and between AVANSYS, AN ARIZONA LIMITED LIABILITY COMPANY, a limited liability company organized under the laws of the State of Arizona ("**Assignor**"), and LAWRENCE SEMICONDUCTOR INVESTMENTS, INC., a corporation organized under the laws of the State of Arizona ("**Assignee**").

### RECITALS:

WHEREAS, Assignor is the owner, by way of assignment from inventor James J. Mezey, Sr., of United States Patent No. 6,331,212 entitled "Methods and Apparatus for Thermally Processing Wafers" issued December 18, 2001 and United States Patent No. 6,774,060 also entitled "Methods and Apparatus for Thermally Processing Wafers" issued August 10, 2004 (together the "**Assigned Patents**");

WHEREAS, Assignor has the right to assign the Assigned Patents and Assignee desires to acquire an ownership interest in the Assigned Patents;

WHEREAS, the parties desire to enter into this Assignment in order to carry out its full intents and purposes.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### AGREEMENT

1. **Assignment.** Assignor hereby irrevocably assigns, transfers, sets over and delivers to Assignee, in perpetuity and throughout the world, all of Assignor's right, title and interest in and to any and all patent ownership interest Assignor may have in and to the Assigned Patents.
2. **Further Acts.** Assignor hereby agrees with Assignee that it will not execute any writing or do any act whatsoever conflicting with these presents, and that it will, at any time upon request, without further or additional consideration but at the expense of Assignee, execute such additional assignments and other writings, render all such assistance, and do such additional acts as Assignee may deem necessary or desirable to perfect Assignee's enjoyment of this Assignment, and in enforcing any rights or choices in action accruing as a result of such Assigned Patents, by giving testimony in any proceedings or transactions involving such Assigned Patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of the successors, assigns and legal representatives of Assignor and Assignee.
3. **Attorney-in-Fact.** Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful attorney-in-fact, with full power of substitution in Assignor's name and stead,

to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances that Assignee may deem necessary or desirable in order to vest or perfect Assignee's rights in the Assigned Patents or to protect the same or to enforce any claim or right of any kind with respect thereto. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

4. **Representations and Warranties.** Assignor hereby represents and warrants that (i) it is not a party to any agreement that would prohibit it from entering into this Agreement and fully performing its obligations hereunder; (ii) it has no knowledge of any third party intellectual property infringement claims, lawsuits or demands arising under or in connection with the subject matter of the assignment; and (iii) it has the power and authority to make the above assignment in accordance with this Assignment.
5. **Entire Agreement.** Assignor and Assignee hereby agree that this Assignment represents the entire agreement between the parties with respect to the transaction contemplated herein, supersedes all prior agreements and understandings related thereto, and may only be modified in a writing signed by the parties.
6. **Government Filings.** It is recognized by the parties that in order to effectuate the assignments and transfers contemplated by this Assignment, certain instruments and documents may have to be filed with governmental agencies. It is agreed by the parties that should the purpose or content of those instruments and documents conflict with the purpose or content of this Assignment, this Assignment shall represent the intent and the binding agreement of the parties.
7. **Confidential Information.** Assignor agrees, except to the extent of public disclosure necessary to maintain the Assigned Patents, and except as otherwise required by law, to treat this Assignment as confidential information and will take reasonable steps to protect the confidentiality thereof.
8. **Severability.** If any provision of this Assignment, or any portions thereof, is held by a court of competent jurisdiction to be invalid under any applicable statute or rule of law, the invalidity shall not affect the validity of the remaining portions of this Assignment and the parties will substitute for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision.
9. **Governing Law.** This Assignment shall be governed by and construed under the laws of the State of Arizona, excluding its conflicts of law principles, except to the extent any issue arising hereunder is governed by federal or international law.
10. **Counterparts.** This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart. This Assignment may be executed with the signatures to be transmitted by facsimile or

electronic transmission. A facsimile or electronic signature shall be treated for all purposes as an original signature.

11. **Interpretation.** In the event of any ambiguity or question of intent or interpretation arises, this Assignment shall be construed as if drafted jointly by the parties and no presumptions or burden of proof shall arise favoring or disfavoring any party by virtue of authorship of any of the provisions of this Assignment.
12. **Headings.** All headings and captions in this Assignment are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.
13. **Successors and Assigns.** This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors or assigns; provided, however, that Assignor may not assign its rights, duties and/or obligations hereunder without the prior written consent of Assignee.

**[Signature Page Follows]**

**Signature Page to Patent Assignment Agreement**

IN WITNESS WHEREOF, the parties have each caused this Assignment to be executed as of the date first written above.

**AVANSYS, AN ARIZONA LIMITED LIABILITY COMPANY**

By: *Douglas Westley*

Name: DOUGLAS WESTLEY

Title: CEO OF LSI

**ACKNOWLEDGED AND ACCEPTED:**

**LAWRENCE SEMICONDUCTOR INVESTMENTS, INC.**

By: \_\_\_\_\_

Name: Lamonte H. Lawrence

Title: President

**Signature Page to Patent Assignment Agreement**

IN WITNESS WHEREOF, the parties have each caused this Assignment to be executed as of the date first written above.

**AVANSYS, AN ARIZONA LIMITED LIABILITY COMPANY**

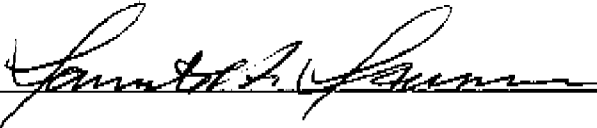
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGED AND ACCEPTED:**

**LAWRENCE SEMICONDUCTOR INVESTMENTS, INC.**

By:  \_\_\_\_\_

Name: Lamonte H. Lawrence

Title: President

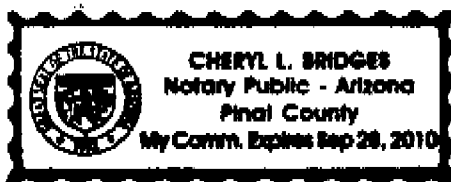
STATE OF ARIZONA )  
COUNTY OF MARICOPA ) SS:

On October 30, 2009 before me, CHERYL L. BRIDGES  
personally appeared DOUGLAS WESTLEY, to me known to be  
the person named in and who executed the above instrument, and acknowledged to me that  
he/she executed the same for the uses and purposes therein set forth.

SEAL

Cheryl L. Bridges  
Notary Public

My commission expires SEPTEMBER 28, 2010



STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared  
\_\_\_\_\_, to me known to be the person named in and who executed the  
above instrument, and acknowledged to me that he/she executed the same for the uses and  
purposes therein set forth.

SEAL

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of

San MateoOn October 30 2009 before me, Rhonda Reed, Notary Public

Date

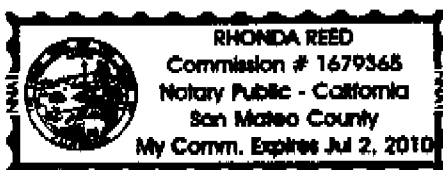
Here Insert Name and Title of the Officer

personally appeared Lamonte H. Lawrence, President

Name(s) of Signer(s)

Lawrence Semiconductor Investments, Inc.

who 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.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Rhonda Reed

Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
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