

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Clive Frederick Collie	02/08/2006
RECEIVING PARTY DATA	
Name:	EDWARDS LIMITED
Street Address:	Crawley Business Quarter
Internal Address:	Manor Royal
City:	Crawley, West Sussex
State/Country:	UNITED KINGDOM
Postal Code:	RH10 9LW
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12623520
CORRESPONDENCE DATA	
Fax Number:	(408)654-9493
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	408-496-1177 x2222
Email:	loretta.sandoval@edwardsvacuum.com
Correspondent Name:	Ting-Mao Chao
Address Line 1:	2041 Mission College Blvd., Ste. 260
Address Line 2:	EDWARDS VACUUM, INC.
Address Line 4:	Santa Clara, CALIFORNIA 95054
ATTORNEY DOCKET NUMBER:	M08B132
NAME OF SUBMITTER:	Ting-Mao Chao
Total Attachments: 7 source=M08B132 Collie#page1.tif source=M08B132 Collie#page2.tif	

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**PATENT
 REEL: 024673 FRAME: 0973**

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STATEMENT OF TERMS OF EMPLOYMENT
given pursuant to the Employment Rights Act 1996,s1

1 **EMPLOYER** BOC Edwards
 (Part of BOC Limited)

LOCATION York Road
 Burgess Hill
 West Sussex
 BN43 6PB

2 **EMPLOYEE** Clive Collie

JOB TITLE Senior Development Engineer

3 **YOUR EMPLOYMENT START DATE IS:** 19th February 2001

4 **EFFECTIVE DATE OF CONTRACT:** 9th December 2005

Your employment with your previous employer does not count as part of your continuous period of employment.

5 **SALARY**

Redacted

6 **DISCIPLINARY RULES AND GRIEVANCE PROCEDURE**

Redacted

7 **NORMAL HOURS OF WORK**

Redacted

8 **OVERTIME**

Redacted

9 HOLIDAYS WITH PAY

Redacted

10 PENSION SCHEMES AND RETIREMENT

Retirement Age

Redacted

11 SICK PAY AND DISABILITY BENEFIT

Redacted

12 TERMINATION OF EMPLOYMENT

13 OTHER OCCUPATIONS

During the period of your employment by the Company, you will be required to give the whole of your time and attention to the service of the Company and not (without the Company's written consent) to engage or become interested in any other gainful trade, business, or occupation involving, whether directly or indirectly, the manufacture, sale or distribution, or servicing of vacuum or associated equipment.

14 MOBILITY

You will initially be employed at Burgess Hill, but as a term of your employment, you may be required to work there or any other of the Company's establishments.

15 SECRECY

In line with the BOC Code of Conduct, your employment will be subject to your undertaking to keep the secrets of the Company and you will not (except in the normal course of the Company's business) publish any literature, deliver any lecture or make any communication to the Press relating to the Company's products, or to any matter with which the Company may be concerned unless you have previously and on each occasion obtained permission from the Company. The duty remains binding upon you even after you leave the Company's employment.

16 DRESS CODE

Redacted

17 INVENTIONS

You must promptly refer to the Company any original work, invention or design made or discovered or devised by you (either alone or with others) during or in consequence of your work with the Company and the Company shall be entitled to a first option on the industrial property rights arising from your work invention or design.

Industrial property rights arising from all work you do in the course of your normal (or specifically assigned) duties are taken to belong to the Company and you must do all things reasonably required of you to enable patent or other industrial property protection to be applied for or obtained either in the Company's name or as may be appropriate.

These provisions do not prejudice any rights under the Patents Act 1977 in relation to an invention made by you.

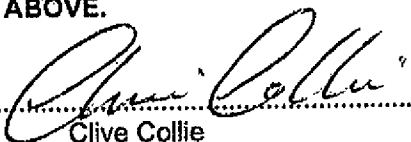
18 DATA PROTECTION

You agree that we may hold and process personal data (including sensitive personal data) provided by you (and where appropriate by third parties) for such purposes as are considered necessary or desirable in the context of your employment and, where necessary, including the transfer of such information to third parties, whether or not in other jurisdictions.

You agree that you will at all times adhere to the Company's Privacy Policy and supporting data protection Guidelines in processing personal data.

You acknowledge that you understand that BOC may monitor electronic communications (eg internal systems, the internet, email systems, telephone calls and faxes) by employees and others to whom it has given system access for one or more of the purposes set out in the IM User Security Policy, or any equivalent policy from time to time in force.

I ACKNOWLEDGE RECEIPT OF AND ACCEPT THE CONDITIONS OF EMPLOYMENT AS SET OUT ABOVE.

Signed.....
Clive Collie

Date.....8/02/2006.....

Dated

31 May 2007

THE BOC GROUP PLC

BOC LIMITED

and

EDWARDS LIMITED

PATENT ASSIGNMENT

Slaughter and May
One Bunhill Row
London EC1Y 8YY
(SXXM/MBXM/LJJS)

TP07150006

PATENT
REEL: 024673 FRAME: 0978

THIS ASSIGNMENT is made the 31 of May 2007.

BETWEEN:

1. **THE BOC GROUP PLC** whose registered office is at Chertsey Road, Windlesham, Surrey, GU20 6HJ (registered in England with number 00022096);
2. **BOC LIMITED** whose registered office is at Chertsey Road, Windlesham, Surrey, GU20 6HJ (registered in England with number 337663);

(each an "Assignor" and together the "Assignors"); and
3. **EDWARDS LIMITED** whose registered office is at Kirkland & Ellis International LLP, 30 St. Mary Axe, London, EC3A 8AF (registered in England with number 06124750) (the "Assignee").

WHEREAS:

- (A) The Assignors are the proprietors of the patents and applicants for registration of the patent applications details of which are set out in the Schedule hereto (the "Patents").
- (B) The Assignors have agreed to assign the Patents to the Assignee.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. Assignment

In consideration of the payment set out at paragraphs 3.4(D) and 3.6 of Schedule 10 to the agreement relating to the sale and purchase of the Edwards Equipment Division between the Assignors and others and the Assignee and others dated 12 March 2007, each Assignor hereby assigns to the Assignee all its right, title and interest in and to those Patents set out under its name in the Schedule, including all rights, privileges and advantages thereto including, without limitation, the right to take proceedings and recover damages and obtain all other remedies in respect of past infringements thereof to hold unto the Assignee absolutely.

2. Further Assurance

The Assignors shall, at the request and cost of the Assignee, execute any further documents that may be necessary to secure the vesting in the Assignee of all rights assigned to the Assignee hereunder.

3. Governing Law

This Assignment shall be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English Courts in relation to all matters arising out of this Assignment.

IN WITNESS WHEREOF this Assignment has been executed by or on behalf of the parties on the date first above written.

Signed by
for and on behalf of
THE BOC GROUP PLC

A handwritten signature in black ink, appearing to be a stylized name with a large initial letter.

Signed by
for and on behalf of
BOC LIMITED

A handwritten signature in black ink, similar in style to the one above, with a large initial letter.

Signed by
for and on behalf of
EDWARDS LIMITED

A handwritten signature in black ink, clearly legible as "C. Bradley".