

**PATENT ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Karl Brown	09/11/2011
Alan Ritchie	09/21/2011
John Pipitone	09/15/2011
Ying Rui	09/09/2000
Daniel J. Hoffman	10/03/2011
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Applied Materials, Inc.
<b>Street Address:</b>	3050 Bowers Avenue
<b>City:</b>	Santa Clara
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95054
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	13223788
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(732)935-7122
<b>Phone:</b>	732-935-7100
<b>Email:</b>	lzaveta@mtiplaw.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Correspondent Name:</b>	Alan Taboada
<b>Address Line 1:</b>	1030 Broad Street
<b>Address Line 2:</b>	Suite 203
<b>Address Line 4:</b>	Shrewsbury, NEW JERSEY 07702
<b>ATTORNEY DOCKET NUMBER:</b>	APPM14318
<b>NAME OF SUBMITTER:</b>	Alan Taboada

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**PATENT**  
**REEL: 027261 FRAME: 0457**

**Total Attachments: 13**

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## ASSIGNMENT FOR APPLICATION FOR PATENT

WHEREAS:

Names and Addresses of Inventors:

- |   |   |
|---|---|
| <b>1) KARL BROWN</b><br>475 Milan Drive, Unit 219<br>San Jose, CA 95134 | <b>4) YING RUI</b><br>896 Coolidge Ave.<br>Sunnyvale, CA 94086                |
| <b>2) ALAN RITCHIE</b><br>323 Oakwood Place<br>Menlo Park, CA 94025     | <b>5) DANIEL J. HOFFMAN</b><br>12343 Arroyo de Arguello<br>Saratoga, CA 95070 |
| <b>3) JOHN PIPITONE</b><br>2447 Lexington Place<br>Livermore, CA 94550  |   |

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

### **METHODS FOR DEPOSITING METAL IN HIGH ASPECT RATIO FEATURES**

for which we have filed an application for a Patent of the United States on September 1, 2011, Serial No. 13/223,788; 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 Assignor, 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 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



**ASSIGNMENT FOR APPLICATION FOR PATENT**

WHEREAS:

Names and Addresses of Inventors:

1) **KARL BROWN**  
15730 Linda Ave.  
Los Gatos, CA 95032

2) **ALAN RITCHIE**  
323 Oakwood Place  
Menlo Park, CA 94025

3) **JOHN PIPITONE**  
2447 Lexington Place  
Livermore, CA 94550

4) **YING RUI**  
896 Coolidge Ave.  
Sunnyvale, CA 94086

5) **DANIEL J. HOFFMAN**  
12343 Arroyo de Arguello  
Saratoga, CA 95070

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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 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.

\_\_\_\_\_(Date)

09/21/2011 (Date)

\_\_\_\_\_(Date)

\_\_\_\_\_(Date)

\_\_\_\_\_(Date)

\_\_\_\_\_  
**KARL BROWN**

  
\_\_\_\_\_  
**ALAN RITCHIE**

\_\_\_\_\_  
**JOHN PIPITONE**

\_\_\_\_\_  
**YING RUI**

\_\_\_\_\_  
**DANIEL J. HOFFMAN**

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\_\_\_\_\_(Date)

\_\_\_\_\_  
KARL BROWN

\_\_\_\_\_(Date)

\_\_\_\_\_  
ALAN RITCHIE

09-15-2011 (Date)

  
\_\_\_\_\_  
JOHN PIPITONE

\_\_\_\_\_(Date)

\_\_\_\_\_  
YING RUI

\_\_\_\_\_(Date)

\_\_\_\_\_  
DANIEL J. HOFFMAN



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475 Milan Drive, Unit 219  
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323 Oakwood Place  
Menlo Park, CA 94025
- 3) JOHN PIPITONE**  
2447 Lexington Place  
Livermore, CA 94550

- 4) YING RUI**  
1110 East River Parkway  
Santa Clara, CA 95054
- 5) DANIEL J. HOFFMAN**  
3700 Bald Eagle Lane  
Fort Collins, CO 80528

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**KARL BROWN**

\_\_\_\_\_(Date)

\_\_\_\_\_  
**ALAN RITCHIE**

\_\_\_\_\_(Date)

\_\_\_\_\_  
**JOHN PIPITONE**

\_\_\_\_\_(Date)

\_\_\_\_\_  
**YING RUI**

10-3-11 (Date)

*Daniel J Hoffman*  
**DANIEL J. HOFFMAN**

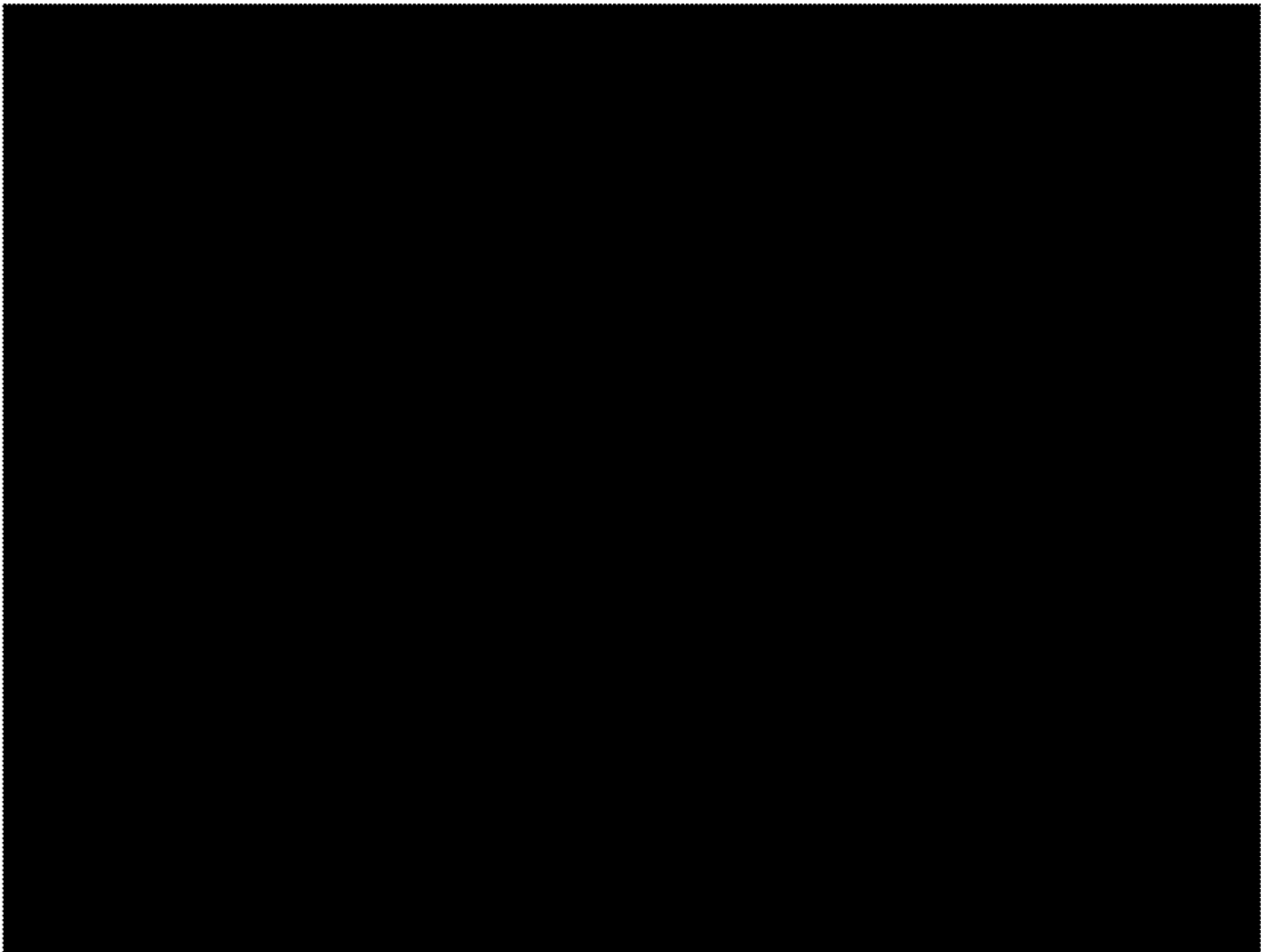


EMPLOYEE AGREEMENT

NAME YING RUI DATE 9-9-00

DEPARTMENT Metal Etching Technology

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:



Initials RY



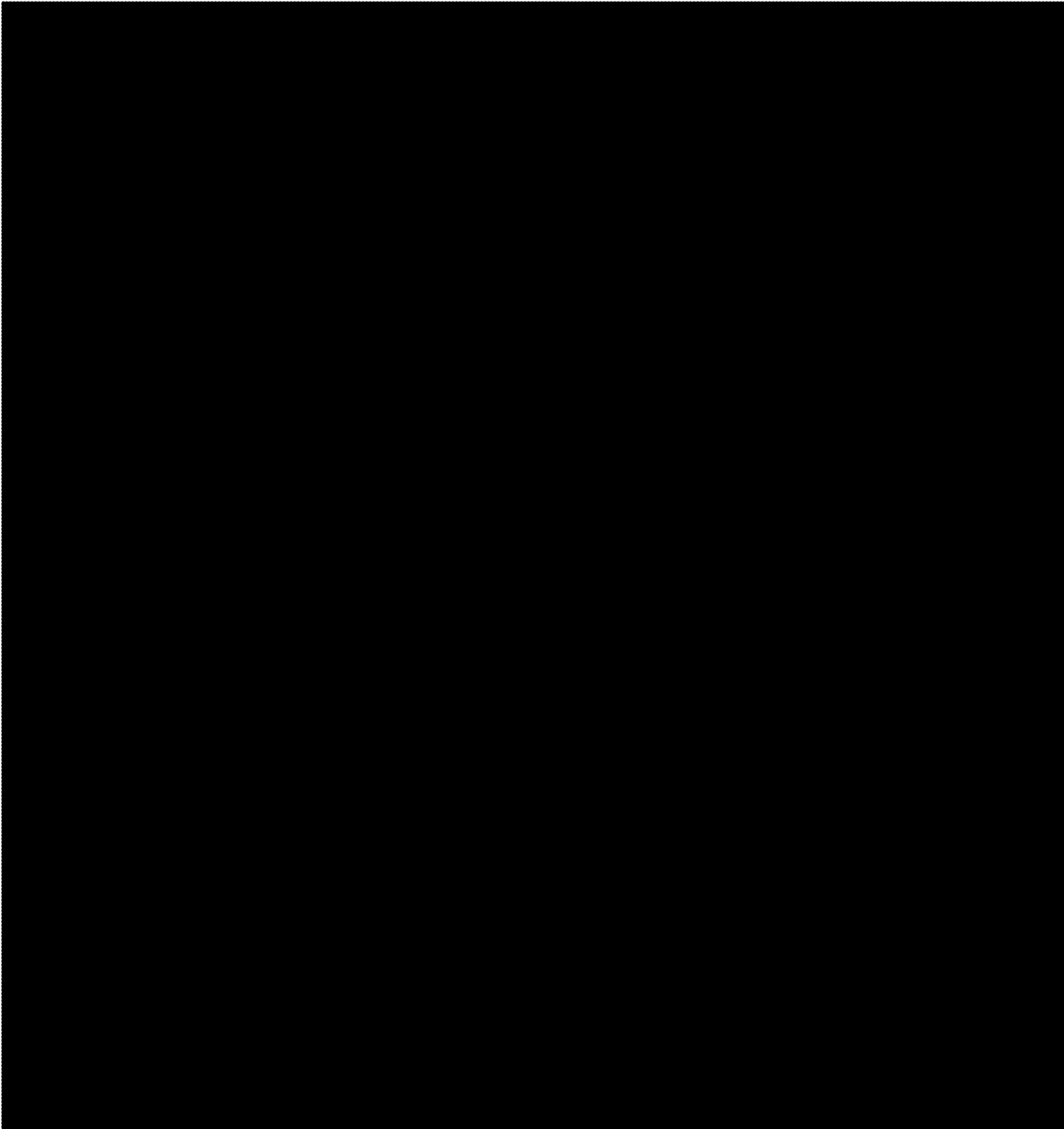
2. INVENTIONS, PATENTS, TRADE SECRETS AND COPYRIGHTS

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.





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.

*Vincent RMI*  
EMPLOYEE SIGNATURE

VINCENT RMI  
PRINT

[REDACTED]

HOME ADDRESS

[REDACTED]

CITY, STATE, ZIP

APPLIED MATERIALS, INC.

By: *Sh. Beatty*  
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.

Initials - RY

[REDACTED]