

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Clive Frederick Collie</td> <td>08/02/2006</td> </tr> <tr> <td>Alan Ernest Kinnaird Holbrook</td> <td>06/09/2011</td> </tr> <tr> <td>David Bedwell</td> <td>06/29/2011</td> </tr> </tbody> </table>		Name	Execution Date	Clive Frederick Collie	08/02/2006	Alan Ernest Kinnaird Holbrook	06/09/2011	David Bedwell	06/29/2011		
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RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>Edwards Limited</td> </tr> <tr> <td>Street Address:</td> <td>Manor Royal</td> </tr> <tr> <td>City:</td> <td>Crawley, West Sussex</td> </tr> <tr> <td>State/Country:</td> <td>UNITED KINGDOM</td> </tr> <tr> <td>Postal Code:</td> <td>RH10 9LW</td> </tr> </table>		Name:	Edwards Limited	Street Address:	Manor Royal	City:	Crawley, West Sussex	State/Country:	UNITED KINGDOM	Postal Code:	RH10 9LW
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PROPERTY NUMBERS Total: 1											
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CORRESPONDENCE DATA											
<p>Fax Number: 4086549493  <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 408-496-1177        Email: ting.chao@edwardsvacuum.com        Correspondent Name: Edwards Vacuum, Inc.        Address Line 1: 2041 MISSION COLLEGE BOULEVARD        Address Line 2: SUITE 260        Address Line 4: SANTA CLARA, CALIFORNIA 95054</p>											
ATTORNEY DOCKET NUMBER:	M08B133										
NAME OF SUBMITTER:	Ting-Mao Chao										
<p>Total Attachments: 9        source=M08B133US_Assignment_Collie#page1.tif</p>											

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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:** 19<sup>th</sup> February 2001

4      **EFFECTIVE DATE OF CONTRACT:** 9<sup>th</sup> 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)

TP071500006

PATENT  
REEL: 029502 FRAME: 0936

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 'A' followed by several loops and a final upward stroke.

Signed by  
for and on behalf of  
**BOC LIMITED**

A handwritten signature in black ink, similar to the one above, with a stylized 'A' and several loops.

Signed by  
for and on behalf of  
**EDWARDS LIMITED**

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

**ASSIGNMENT**

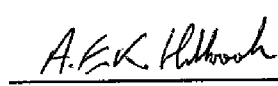


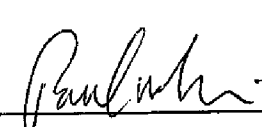
**WHEREAS, I/We**, Clive Frederick Collie, a citizen of the United Kingdom, residing at 10 Grange Road, Elstree, Hertfordshire, WD6 3LY, United Kingdom; Alan Ernest Kinnaird Holbrook, a citizen of the United Kingdom, residing at Wytham, 8 Crescent Rise, Thakeham, Pulborough, West Sussex, RH20 3NB, United Kingdom and David Bedwell, a citizen of the United Kingdom, residing at 129a Dorset Road, Bexhill-on-Sea, East Sussex, TN40 2HU, United Kingdom have invented certain new and useful improvements in PUMP for which I/We have made application for Letters Patent of the United States on even dates herewith and claims priority from International Application No. PCT/GB2011/050947, filed May 19, 2011, which application claims priority from United Kingdom Application No. GB 1011524.4 filed July 08, 2010; and,

**WHEREAS, Edwards Limited**, an English Company of Crawley Business Quarter, Manor Royal, Crawley, West Sussex, RH10 9LW, United Kingdom, is desirous of obtaining the entire right, title and interest in, to and under the said improvements and the said application:

**NOW, THEREFORE**, in consideration of the sum of One Dollar (\$1.00) to me/us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, I/WE, the said Clive Frederick Collie, Alan Ernest Kinnaird Holbrook and David Bedwell have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said **Edwards Limited**, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the invention, the said improvements, and the said application, all applications derived therefrom and all continuing prosecution applications, conversions, divisions, renewals and continuations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all applications for Letters Patent or Inventor's Certificates which may hereafter be filed for said improvements in any country or countries foreign to the United States, and all Letters Patent or Inventor's Certificates which may be granted for said improvements in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; and I/We hereby authorize and request the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said improvements to the said **Edwards Limited**, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

**I/WE HEREBY** covenant that I/We have full right to convey the entire interest herein assigned, and that I/WE have not executed, and will not execute, any agreement in conflict herewith.

**AND I/WE HEREBY** further covenant and agree that I/We will communicate to the said **Edwards Limited**, its successors, legal representatives and assigns, any facts known to me/us respecting said invention and said improvements, and testify in any legal proceeding, sign all lawful papers, execute all continuing prosecution, divisional, continuing, reexamination and reissue applications, make all rightful oaths, and generally do everything possible to aid the said **Edwards Limited**, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said inventions and improvements in all countries.

<u>Date</u>	<u>Assignor</u>	<u>Witnessed By:</u>
<u>DD/Month/YYYY</u>	<u>Clive Frederick Collie</u>	At: _____ _____
<u>09/JUNE/2011</u> DD/Month/YYYY	<u></u> Alan Ernest Kinnaird Holbrook	<u></u> At: <u>SHOREHAM-BY-SEA</u> _____
<u>29/JUNE/2011</u> DD/Month/YYYY	<u></u> David Bedwell	<u></u> At: <u>EDWARDS</u> <u>BURGESS HILL</u>