

Form PTO-1595 (Rev. 01-09)
OMB No. 0651-0027 (exp. 02/28/2009)

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)

Jetalon Solutions, Inc.

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

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

Execution Date(s) April 1, 2013

☒ 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: Entegris-Jetalon Solutions, Inc.

Internal Address: _____

Street Address: 129 Concord Road

City: Billerica

State: MA

Country: United States Zip: 01821-4600

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)

13/401,765 (ENTG2090)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Sprinkle IP Law Group (Customer No. 44654)

Internal Address: _____

Street Address: 1301 W. 25th Street, Suite 408

City: Austin

State: Texas

Zip: 78705

Phone Number: 512-637-9220

Fax Number: 512-371-9088

Email Address: docketing@sprinklelaw.com

6. Total number of applications and patents involved: 1**7. Total fee (37 CFR 1.21(h) & 3.41) \$** 40.00

☒ Authorized to be charged to deposit account

☐ Enclosed

☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number: 50-3183

Authorized User Name: John L. Adair

9. Signature:


Signature

8-26-2013
Date

John L. Adair, Registration No. 48,828

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 7

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 1450, Alexandria, V.A. 22313-1450

CH \$40.00 503183 13401765

700509543

PATENT
REEL: 031230 FRAME: 0712

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "**Assignment**"), dated as of April 1, 2013 (the "**Effective Date**"), is made and entered into by and between Jetalon Solutions, Inc., a California corporation ("**Seller**"), and Entegris – Jetalon Solutions, Inc., a Delaware corporation and a subsidiary of Entegris, Inc. ("**Buyer**"). Buyer and Seller are sometimes referred to herein, individually, as a "**Party**" and, collectively, as the "**Parties**." Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Purchase Agreement (as hereinafter defined).

WHEREAS, Buyer and Seller have entered into a certain Asset Purchase Agreement, dated as of the date hereof (the "**Purchase Agreement**"), pursuant to which Buyer is acquiring certain assets of Seller.

WHEREAS, Seller has agreed, pursuant to the Purchase Agreement, to sell, transfer, convey, assign, grant, and deliver, or cause to be sold, transferred, conveyed, assigned, granted, and delivered to Buyer, and Buyer has agreed to purchase from Seller, all of Seller's right, title, and interest in and to the Acquired Assets purchased by Buyer pursuant to the Purchase Agreement.

NOW, THEREFORE, pursuant and subject to the terms and conditions set forth in the Purchase Agreement, including, without limitation, the representations, warranties, covenants, and agreements set forth therein, and in consideration of the promises hereof, the covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Party, intending to be legally bound, does hereby agree as of the Effective Date as follows:

1. Seller hereby sells, transfers, conveys, assigns, grants, and delivers to Buyer all right, title, and interest in and to all of Seller's Intellectual Property (as defined in the Purchase Agreement), including, without limitation, the Seller's Intellectual Property identified in **Section 2.10(a)** of the Disclosure Schedule to the Purchase Agreement and set forth in the attached **Exhibit A-1 – Exhibit A-5** hereto (the "**Seller's Intellectual Property**").

2. Seller shall without further consideration, at the reasonable request of the Buyer, take any and all additional actions as may be reasonably necessary or appropriate to effect the transactions contemplated by this Assignment and the Purchase Agreement at Buyer's expense. Such actions may include, without limitation: the execution of all papers and documents and swearing of all lawful oaths to perfect the rights in Seller's Intellectual Property; and the execution of all documents to record the assignments and transfers made in this Assignment and the filing of such documents with the appropriate domestic and foreign governmental authorities.

3. Nothing in this Assignment is intended to provide any rights to the Seller

or Buyer beyond those rights expressly provided to such parties in the Purchase Agreement. Nothing contained in this Assignment is intended to impose any obligations or liabilities on the Seller or Buyer beyond those obligations and liabilities expressly imposed on such parties in the Purchase Agreement. Nothing contained in this Assignment is intended to limit any of the rights or remedies available to the Seller or Buyer.

4. Seller may not assign this Assignment or any of its rights, interests or obligations under this Assignment without the prior written consent of Buyer. This Assignment is binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

5. This Assignment may be executed in two (2) or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement or the terms of this Agreement to produce or account for more than one (1) of such counterparts. Facsimiles or other electronic transmissions of signatures shall be deemed to be originals.

6. Any term or provision of this Assignment that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the Parties agree that the court making the determination of invalidity or unenforceability shall have the power to limit the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Assignment shall be enforceable as modified.

7. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to the choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdictions other than those of the State of Delaware.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Intellectual Property Assignment to be executed as of the Effective Date.

BUYER:

ENTEGRIS – JETALON SOLUTIONS, INC.

By: Peter W. Walcott
Name: Peter W. Walcott
Title: Vice President & Secretary

SELLER:

JETALON SOLUTIONS, INC.

By: _____
Name: Ron Chiarello, Ph.D.
Title: President & Chief Executive Officer

IN WITNESS WHEREOF, the Parties hereto have caused this Intellectual Property Assignment to be executed as of the Effective Date.

BUYER:

ENTEGRIS – JETALON SOLUTIONS, INC.

By: _____
Name: Peter W. Walcott
Title: Vice President & Secretary

SELLER:

JETALON SOLUTIONS, INC.


By:  _____
Name: Ron Chiarello, Ph.D.
Title: President & Chief Executive Officer

EXHIBIT A-1**Patents - Published**

Country	Record Owner	Application /Patent Number	Date	Title
US	Jetalon Solutions, Inc.	7,268,864	9/11/07	Method for a Liquid Chemical Concentration Analysis System
US	Jetalon Solutions, Inc.	7,317,533	1/8/08	Metal Ion Concentration Analysis for Liquids
US	Jetalon Solutions, Inc.	7,319,523	1/15/08	Apparatus for a Liquid Chemical Concentration Analysis System
US	Jetalon Solutions, Inc.	7,397,547	7/8/08	Method and Apparatus for Liquid Chemical Concentration Analysis Systems
US	Jetalon Solutions, Inc.	7,471,379	12/30/08	Method for Liquid Chemical Concentration Analysis Systems
US	Jetalon Solutions, Inc.	12/469662	5/20/09	Sensing System and Method
US	Jetalon Solutions, Inc.	13/401765	2/21/12	Critical Angle Optical Sensor Appar

EXHIBIT A-2**Patents - Unpublished**

Country	Record Owner	Application /Patent Number	Date	Title
US	Jetalon Solutions, Inc.	61/727630	11/16/11	Controlling Mixing Concentration