

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3392059

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
RICHARD BLANK	02/28/2014
MATT MCLELLAN	05/22/2006
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	LAM RESEARCH CORPORATION
<b>Street Address:</b>	4650 CUSHING PARKWAY
<b>City:</b>	FREMONT
<b>State/Country:</b>	MICHIGAN
<b>Postal Code:</b>	94538
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14092240
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(248)641-0270
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
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<b>Correspondent Name:</b>	HARNESS, DICKEY & PIERCE, P.L.C.
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<b>ATTORNEY DOCKET NUMBER:</b>	NVLS003796-1US
<b>NAME OF SUBMITTER:</b>	STEPHANIE STEVENS
<b>SIGNATURE:</b>	/Stephanie Stevens/
<b>DATE SIGNED:</b>	06/11/2015
This document serves as an Oath/Declaration (37 CFR 1.63).	
<b>Total Attachments: 20</b>	
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**DECLARATION AND ASSIGNMENT<sup>1</sup>**

The undersigned acknowledges that this document is being used both as an assignment of the invention and as the declaration (37 CFR 1.63) for a Utility or Design Application entitled:

**Dual Arm Vacuum Robot**

As a below named inventor, I hereby declare that:

This declaration is directed to (check one):

- ☐ The attached application, or
- ☒ United States application or PCT international application number 14/092,240 filed on November 27, 2013.

The above-identified application was made or authorized to be made by me.

I believe that I am the original inventor or an original joint inventor of a claimed invention in the above-identified application.

I hereby acknowledge that any willful false statement made in this Declaration and Assignment is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

I hereby state that I have reviewed and understand the contents of the above identified application, including the claims.

I acknowledge that I am aware of the duty to disclose information which is material to patentability as defined in 37 CFR § 1.56.

For good and valuable consideration, the receipt and adequacy whereof I hereby acknowledge, I hereby confirm any prior assignment to Lam Research Corporation, 4650 Cushing Parkway, Fremont, California 94538 (hereinafter "Assignee"), and to the extent that I have not already done so, agree to assign, and hereby do, sell, assign and transfer unto Assignee and its successors in interest, the full and exclusive right, title and interest in the United States of America and throughout the world, including the right to claim priority under the laws of the United States, the Paris Convention, and any foreign countries, to the inventions as described in the above-identified application, to the above-identified application itself, and all divisions,

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<sup>1</sup> This form requires an ADS if one has not yet been filed.

**DECLARATION AND ASSIGNMENT**

continuations, continuations-in-part, or other applications claiming priority directly or indirectly from the above-identified application, and any United States or foreign Letters Patent, utility model, or other similar rights which may be granted thereon, including reissues, reexaminations and extensions thereof, and all copyright rights throughout the world in the aforesaid application and the subject matter disclosed therein, these rights, title and interest to be held and enjoyed by Assignee to the full end of the term for which the Letters Patent, utility model, or other similar rights, are granted and any extensions thereof as fully and entirely as the same would have been held by me had this assignment and sale not been made, and the right to sue for, and recover for past infringements of, or liabilities for, any of the rights relating to any of the applications, patents, utility models, or other similar rights, resulting therefrom, and the copyright rights.

I hereby covenant and agree to execute all instruments or documents required or requested for the making and prosecution of any applications of any type for patent, utility model, or other similar rights, and for copyright, in the United States and in all foreign countries including, but not limited to, any provisional, continuation, continuation-in-part, divisional, renewal or substitute thereof, any derivation proceedings relating thereto, and as to Letters Patent any supplemental examination, derivation proceeding, opposition, post grant review, reissue, re-examination, inter partes review, or extension thereof, and for litigation regarding, or for the purpose of protecting title and to the said invention, the United States application for patent, or Letters Patent therefor, and to testify in support thereof, for the benefit of Assignee without further or other compensation than that above set forth.

I hereby covenant that I have not made and will not make any assignment, sale, license, agreement or encumbrance which would conflict with this Declaration and Assignment.

I hereby request the United States Patent and Trademark Office to issue the Letters Patent of the United States of America to Assignee, and request that any official of any country or countries foreign to the United States, whose duty it is to issue or grant patents and applications as aforesaid, to issue the Letters Patent, Utility Model Registration or other similar right to Assignee.

I hereby grant the law firm of Harness, Dickey & Pierce, P.L.C. the power to insert on this Declaration and Assignment any further identification which may be necessary or desirable in

DECLARATION AND ASSIGNMENT

order to comply with the rules of the U.S. Patent and Trademark Office for recordation of this document.

Richard Blank  
Richard Blank

2-28-14  
Dated

Matt McLellan

Dated

18225259.1



Employee Name: Math McEllan  
DOH: 05/15/06

Employee ID #: 1175

**New Employee**  
**REQUIRED Policy CHECKLIST**

Policies	Submission Deadline		Initial
Proprietary Information Agreement (HR homepage)	Date of Orientation	Read & Sign	<u>mm</u>
Technology Use and Privacy Policy (HRD-0024) (Please read before signing the Internet Acknowledgment)	Date of Orientation	Read	<u>mm</u>
Internet Acknowledgment (ITD-3001)	Date of Orientation	Read & Sign	<u>mm</u>
Employee Practices Acknowledgment (HR homepage)	Date of Orientation	Read & Sign	<u>mm</u>
Work Performance and Conduct (HRD-0011)	Date of Orientation	Read	<u>mm</u>
Business Ethics Policy (HRD-0013)	Date of Orientation	Read	<u>mm</u>
Code of Conduct ( <a href="http://www.novellus.com">www.novellus.com</a> )	Date of Orientation	Read	<u>mm</u>
Whistleblower Policy (Finance homepage)	Date of Orientation	Read	<u>mm</u>
Policy & Guidelines for Disclosure of Materials Information (Treasury homepage)	Date of Orientation	Read	<u>mm</u>
Insider Trading Policy (Treasury homepage)	Date of Orientation	Read	<u>mm</u>

By my signature below, I acknowledge that I have received a copy of the Novellus Systems, Inc. Policies listed above and agree to adhere to them. I am also aware that there may be changes to policies and that I will review them as needed.

Math McEllan  
Employee Signature

05/22/06  
Date



**Novellus Systems, Inc.**  
**Proprietary Information and Inventions Agreement**

In consideration of continued employment by Novellus Systems, Inc., a California corporation (the "Company"), I agree as follows:

1. **Employment:** I have been hired by the Company to work in the position of Mechanical Engineer I. This employment is not for any particular period, and may be terminated at any time with or without cause and with or without notice.
2. **Confidential Information:**
  - (a) For purpose of this Paragraph 2, "Confidential Information" shall mean any trade secret, technical know-how, information, knowledge, or data of a confidential or proprietary nature belonging to or used by the Company or any person or entity owned, controlled, or affiliated with the Company.
  - (b) I shall not, during or at any time after the termination of my employment with the Company, use any Confidential Information except in the course of performing duties as an employee of the Company. I also shall not disclose, directly or indirectly, any Confidential Information to any person or entity except in the course of performing duties as an employee of the Company and with the Company's consent.
  - (c) Upon termination of my employment with the Company for any reason, or at any other time at the Company's request, I agree to promptly deliver to the Company all documents, data, records, and other information obtained by me during my employment with the Company that are in my possession or under my control relating in any way to the Confidential Information of the Company.
3. **Inventions:**
  - (a) I hereby assign to the Company my entire right, title, and interest in and to all inventions (which term shall include designs, discoveries, and improvements), whether patentable or not and whether or not reduced to practice, made or conceived by me (either alone or jointly with others) during the period of my employment with the Company that relate in any manner to the actual or demonstrably anticipated business or research and development of the Company or its subsidiaries, or result from or are suggested by any work performed by me for or on behalf of the Company or

its subsidiaries. I agree that all such inventions are the sole property of the Company or any other entity designated by it, provided that this Agreement shall not require an offer of assignment or assignment of any invention that qualifies fully under the provisions of Section 2870 of the California Labor Code which reads in full as follows:

**\*2870:**

- (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.**
  - (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."**
- (b) I agree to promptly disclose in writing to my immediate supervisor at the Company, with a copy to the President, any and all inventions made or conceived during my employment with the Company, regardless of whether I believe the invention is protected by Section 2870. Such disclosure shall be received and held in confidence by the Company. In addition, I agree to keep and maintain adequate and current written records of all inventions made by me, which records shall be available to and remain the sole property of the Company at all times. I also agree, at the Company's request, to promptly execute a written assignment of title for any invention required to be assigned by this Paragraph 3. I further agree to perform, during and after my employment, all acts deemed necessary or desirable by the Company to permit and assist it, at its expense, in obtaining and enforcing the full benefits, enjoyment, rights, and title throughout the world in the inventions assigned to the Company pursuant to this Paragraph 3. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings. The Company shall compensate me at a reasonable rate for time actually spent by me at the Company's request on such assistance at any time following termination of my employment with the Company.**



4. Other Obligations: I acknowledge that the Company from time to time may have agreements with other persons or entities, including the United States government, or agents thereof which impose obligations or restrictions on the Company regarding inventions made during the course of work thereunder or regarding the confidential nature of such work. I agree to be bound by all such obligations and restrictions of the Company under said agreements.
5. Prior Inventions: All inventions, if any, that I made prior to my employment by the Company are excluded from the scope of this Agreement. Set forth on Exhibit A, attached hereto, is a complete list of all inventions, discoveries, or improvements I have made prior to my employment with the Company that are owned by me, either alone or jointly with others. I represent and covenant that such list is complete. I agree to notify the Company in writing before I make any disclosure or perform any work on behalf of the Company that appears to conflict with the proprietary rights I claim in any invention, discovery, or improvement. If I fail to give such notice, I agree that I will make no claim against the Company with respect to any such inventions, discoveries, or improvements.
6. Conflicting Employment: During my employment with the Company, I will not engage in any other employment or activity relating to the business in which the Company is now or may hereafter become engaged, or which would otherwise conflict with my obligations to the Company, without the prior written consent of the Company, which consent shall not be unreasonably withheld.
7. Confidential Information of Others: I will not use, disclose to the Company, or induce the Company to use any confidential information or documents belonging to others acquired by me at any time. I represent and warrant that I do not have in my possession any confidential or proprietary information or property belonging to others. Except as disclosed on Exhibit A to this Agreement, I have no other agreements or relationships with or commitments to any other person or entity that conflict with my obligations to the Company as an employee of the Company or under this Agreement, and I represent that my employment will not require me to violate any obligation to or confidence with another.
8. Specific Performance: I acknowledge that it will be impossible to measure in money the damage to the Company of my failure to comply with the Agreement, that the restrictions and obligations under the Agreement are material, and that in the event of any failure, the Company will not have an adequate remedy at law or damages. Therefore, I agree that if I breach any provision of this Agreement, the Company shall be entitled to the issuance of an injunction or the enforcement of other equitable remedies against me to compel performance of the terms of this Agreement without the necessity of showing or proving it has sustained any actual damage.

9. General Provisions: This Agreement may not be changed or modified, in whole or in part, except by written supplemental agreement signed by me and an Authorized Officer of the Company. I agree that any subsequent change in my duties or compensation will not affect the validity or scope of this Agreement. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not fail on account thereof but shall otherwise remain in full force and effect. This Agreement shall be binding upon my heirs, executors, assigns, and administrators and shall inure to the benefit of the Company, its successors and assigns. This Agreement shall be governed by the laws of the State of California. This Agreement may be signed in two counterparts, each of which shall be deemed an original and both of which shall constitute one agreement.

Dated: 5/22/06

"COMPANY"

Novellus Systems, Inc.  
a California corporation

by: Richard D. Hill  
Authorized Officer

"EMPLOYEE"

Mont McEllen  
(Print Name)

[Signature]  
(Signature)

**EXHIBIT A**

**To: Novellus Systems, Inc. (the "Company")**

1. The following information is provided in accordance with paragraph 5 of the Company's Proprietary Information and Inventions Agreement (the Agreement) executed by me.

☒ I have made no inventions, discoveries or improvements prior to my employment with the Company that are owned by me, either alone or jointly with others.

☐ The following is a complete and current list of all inventions, discoveries, or improvements I have made, conceived, or first reduced to practice prior to my employment with the Company, that are owned by me, alone or jointly with others, which I desire to remove from the operation of the Agreement. (Check here ☐ if continued on additional attached sheets.)

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2. The following information is provided in accordance with Paragraph 7 of the Agreement:

☒ I am not party to any agreement or relationships with or commitments to any other person or entity that conflict with my obligations as an employee of the Company or under the Agreement.

☐ The following is a complete and current list of all agreements or relationships with or commitments to any other person or entity that conflict with my obligations as an employee of the Company under the Agreement. (Check here ☐ if continued on additional attached sheets.)

Date: 5/22/06

By: MC

 <b>NOVELLUS</b> <small>FIRST IN PRODUCTIVITY</small>	<b>Title:</b> <p style="text-align: center;"><b>INTERNET ACKNOWLEDGMENT</b></p> <b>Page 1 of 4</b>	<b>Document Number:</b> <p style="text-align: center;"><b>ITD-3001h</b></p>
<b>Process Owner: Eric Crist</b> <b>Title: Manager, ITD Operations</b>		<b>Approved By: Loan Hill</b> <b>Title: Director of ITD</b>

#### 1.0 Scope:

This applies to all Novellus Systems Inc. (hereafter referred to as Novellus) employees. Novellus employees are defined to be all full or part-time employees, contract employees, summer interns, and consultants who use the Novellus network worldwide.

Novellus management also wants to restrict illegal or unwanted access from the Internet to all computer assets available on the Novellus internal computer network. These assets include, but are not restricted to: Email, SAP, MANMAN, ProE, PDM, AutoCAD, other corporate databases, and personal and shared files. In providing this protection, it may be necessary to inhibit the use of some common Internet access methods or functionality. Protection of Novellus computer assets will always take precedence over Internet access.

Finally, use of the Internet by Novellus employees must be treated with the same level of professionalism applied to all official Novellus correspondence.

#### 2.0 Policy Changes:

This policy will be reviewed at annual intervals or less to keep it current with the technology and Internet activities that Novellus permits.

#### 3.0 General Guidelines:

**3.1 Security:** In order to protect Novellus resources, it is necessary to enforce high standards of security. The following list of requirements must be adhered to by all users of the Novellus network.

- **Passwords** will be required for all network access both internally at Novellus and for all remote access users. Passwords are to be a minimum of six characters, should not be anything that can be easily guessed by another individual, but must be easy enough for the user to remember that there is no need to post it or document it in some non-encrypted fashion. No proper names or dictionary words are to be used. It is highly recommended that individual applications, like Email, MANMAN, etc., be protected with username/password combinations adhering to the same requirements defined for a network password.
- A **firewall** will be installed between the Novellus network and the rest of the Internet (also referred to as the "dirty net"). Novellus uses an Internet Service Provider (ISP) through a digital link. This is the gateway to the Internet to be used by all employees of Novellus that are connected to the Novellus network (which includes all employees at remote sites who access Novellus systems via local server and the Novellus wide-area network (WAN)). Connections from inside Novellus will be restricted as follows:
  - ♦ No dial in connections to computers inside the Novellus network that do not go through the firewall will be permitted. This includes, but is not limited to, personal computers running PC Anywhere within the Novellus network.
  - ♦ All modems on personal computers permanently attached to the Novellus network will be limited to outbound access only
  - ♦ No outbound network connection (e.g., SLIP, PPP, any connection to an ISP, America on-line, CompuServe, etc.) will be permitted. All possible attempts will be made to accommodate users who are currently importing information from outside sources, but this usage must be managed through the firewall or on a computer that is not connected to the network.
- All Internet application usage (**World Wide Web (WWW)**, **File Transfer Protocol (FTP)**, **Telnet**) will be controlled via the firewall or proxy servers. Access will be blocked to certain sites on the Internet that are not appropriate for business use or that might compromise the security of the Novellus network.

- Remote users who are not directly connected to the Novellus network (e.g., field service personnel, European users, Asia Pacific users who are not connected to the Novellus via WAN) must use the Novellus remote access methods.
- Virus scanning is the individual responsibility of the user for all documents downloaded to a Novellus network computer, through any application including Email. Viruses cannot be stopped by the firewall. Norton Anti Virus software for virus scanning will be provided to all computers attached to the Novellus network.
- Under no circumstances will any security testing be conducted outside the auspices of the Corporate Information Technology Department. Examples of this type of behavior include, but are not limited to, accessing servers outside or within the Novellus network without proper authority or accessing and/or downloading information from Internet sites that are normally blocked for Novellus business usage. Anyone found violating the terms of this policy will be subject to the appropriate disciplinary measures.

**3.2 Electronic Mail:** The following guidelines cover the sending and receiving of electronic mail inside and outside Novellus:

- Do not forget that any messages sent through the Novellus network represent Novellus, not you personally, to most readers. Any individual disclaimers that you may include in a message will usually be ignored if the message is interpreted as unprofessional or offensive. The same rules apply to an Email message from novellus.com that applies to any communication sent on Novellus letterhead.
- Disk space is not an unlimited resource. Users will be limited in the amount of disk space they can use for mail. Save attachments directly to your local hard disk whenever possible.
- Do not reply to a message unless you are certain you know the audience to which you are replying. If you reply to a group, you need to understand who is in the group or you may offend a large number of recipients both inside and outside Novellus.
- Include a signature so that the recipient knows how to contact you (your Email address needs to be obvious from the message). It is not possible to automatically confirm that a message has been sent when it goes through the Internet, so you should provide confirmation to the sender of a message if it is important communication.
- Do not send messages typed all in capitals. This is interpreted as shouting. If provoked, do not send or reply to angry messages ("flames"). Keep your communication professional at all times.
- SPAM filters will be installed to monitor, block, and report on inbound and outbound messages that are deemed as SPAM, offensive or illegal.
- Virus protection will be installed to monitor, block, and/or quarantine any inbound or outbound email message that may contain harmful viruses.

**3.3 FTP and Telnet:** These guidelines cover File Transfer Protocol usage and telnetting to remote systems both inside and outside Novellus.

- Do not FTP to any machines on which you do not have an account or which does not advertise anonymous FTP services. Do not Telnet to machines on which you do not have an account or on which there is no guest account.
- Observe all posted restrictions on any FTP server or on any machine to which you Telnet.
- All copyright and trademark laws must be observed when transferring files.

#### 7.0 Revision History

Revision	Date	Originated By:	History
a	5/27/97	Lois Cornell	Original Release
b	2/3/99	Loan Tran	Major revision; reference being made to the Novellus Technology Use and Privacy Policy
c	4/12/99	Monika Chappee	Added instructions on where to send form after completion
d	1/6/00	Joe Zink	Process Owner Change
e	11/20/00	Loan Tran	Process Owner Change Took out requirement for manager's signature
f	11/13/01	Laura Martinez	Amended the submission instructions
g	1/21/02	Laura Martinez	Change rev history.
h	9/24/03	Eric Crist	Process Owner Change Minor revision; added references to SAP, any operating systems supporting TCP/IP, added SPAM and virus filtering notification

## Signatures:

I have read the Novellus Technology Use and Privacy Policy (HRD-0024) and the Internet Acknowledgment\* and understand my responsibilities with respect to use of the Internet at Novellus. This policy applies to all Internet services to which I will be given access.

\*The Novellus Internet should not be confused with the Intranet. The Novellus Internet and the Intranet are different and are governed under separate policies.

## Instructions:

Send this acknowledgment using any of the two methods listed below:

1. Submit this form to the HR Admin or Human Resources Business Partner (HRBP) only or via interoffice @ M/S 60C.
2. Send this completed form via fax to (408) 953-4117 addressed to "HR Helpdesk".

Please fill in all blanks and print all information legibly.

Employee (Print Name): Matt McLellan Date: 08/22/06

Employee Signature:  Emp. #: 11175

Employee Title: Mechanical Engineer I Dept. #: 23500



**Novellus Systems, Inc.  
Employment Practices Acknowledgment**

**Employment "At Will"** Except in specific cases where an employee has a signed, written employment contract with Novellus Systems, Inc., all employment relationships with Novellus Systems, Inc., are "at will." This means that any employment relationship may be terminated at any time at the option of either the Company or the employee, with or without cause and with or without advance notice.

No representative of Novellus Systems, Inc., other than the Chairman and Chief Executive Officer, has the authority to enter into any employment agreement for any specified period of time, or to enter into an agreement contrary to the principle of "at will" employment. Employees who voluntarily terminate their employment with Novellus Systems, Inc., are encouraged to provide the Company with a customary two-week notice period. Upon termination, whether voluntary or involuntary, employees will receive a final paycheck that includes a lump sum payment for all unused accrued PTO. Employees will be required to return any and all Company property they may have in their possession.

**Policy Against Harassment**

Harassment in any form - verbal, physical, or visual - and against any individual on the basis of race, color, religion, national origin, ancestry, sex, age, marital status, disability, medical condition, veteran status, or any other basis prohibited by law is strictly against Novellus policy and will result in disciplinary action up to and including immediate dismissal depending on the facts of each case.

It is the policy of Novellus Systems, Inc., to provide a work environment free from harassment of any nature that may impede or have an adverse impact on the ability of our employees to perform their work. In this regard, harassment in any form is unacceptable and will not be tolerated. Harassment is unwelcome verbal, visual, or physical conduct that creates an intimidating, offensive, or hostile working environment or that interferes with work performance. Such conduct constitutes harassment when

- 1) submission to that conduct is made explicitly or implicitly a term or condition of employment;
- 2) submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting the individual; or
- 3) it interferes with an individual's work performance or creates an intimidating, hostile, or offensive working environment.

Harassing conduct can take many forms and includes, but is not limited to, slurs, jokes, statements, gestures, pictures or cartoons regarding an employee's race, color, religion, national origin, ancestry, sex, age, disability, medical condition, or marital status.



Depending on the circumstances, sexually harassing conduct includes all of these actions as well as other unwelcome conduct such as requests for sexual favors, conversation containing sexual comments, sexual advances, and other verbal and physical conduct of a sexual nature, including but not limited to:

- Demands for sexual favors in exchange for employment.
- Threats and demands to submit to sexual requests in order to obtain or retain any employment benefit.
- Verbal conduct such as epithets, derogatory or obscene comments, slurs or sexual invitations, sexual jokes, propositions, suggestive, insulting, obscene comments or gestures, or other verbal abuse of a sexual nature.
- Graphic, verbal commentary about an individual's body, sexual prowess or sexual deficiencies, flirtations, advances, leering, whistling, touching, pinching, assault, coerced sexual acts, blocking normal movements.
- Visual conduct such as derogatory or sexual posters, photographs, cartoons, drawings or gestures or other displays in the workplace of sexually suggestive objects or pictures.
- Conduct or comments consistently targeted at only one gender, even if the content is not sexual.
- Retaliation for having reported or threatened to report sexual harassment.
- This behavior is unacceptable in workplace itself and in other work-related settings such as business trips and business-related social events. Individuals who engage in such behavior are subject to discipline, up to and including discharge.

In the event any employee believes he or she has been subjected to harassment, whether by an employee or non-employee, he or she should immediately report the conduct in question to the Human Resources Department or to a manager or supervisor, who are both responsible for personnel matters at Novellus.

Novellus will conduct a prompt and thorough investigation on every complaint. Novellus will also attempt to keep the investigation confidential to the extent possible. Novellus will not tolerate retaliation against any employee who reports harassing conduct.

Through the investigation process, Novellus will:

- Interview the complainant and the alleged harassed.
- Ask the complainant what steps he/she would like Novellus to take as a consequence of the alleged harassment.
- Conduct further interviews as necessary in order objectively to gather the facts regarding the complaint.
- Through its process/investigation, take care to protect the rights of all parties involved in the complaint.
- Report on the Novellus findings regarding the complaint.
- In the same report, recommend follow-up actions and remedies if warranted.
- Inform the complainant of the Novellus findings and, where appropriate, of the remedial action that will be taken.

If Novellus determines that harassment has occurred, it will impose discipline upon offending employees. The appropriate discipline depends upon the particular facts but

may include written or oral warnings, reassignment of responsibilities, suspension or termination. If the harassing conduct is the act of a non-employee, Novellus will take appropriate corrective action to attempt to ensure that such conduct is not repeated.

Novellus believes it has a procedure whereby complaints can be resolved promptly and fairly. However, sexual harassment is also against the law. Complaints of sexual harassment may also be directed to the California Department of Fair Employment & Housing ("DFEH") which has the authority to conduct investigations of the facts. If the DFEH believes the complaints are valid and settlement efforts fail, it may seek an administrative hearing before the California Fair Employment & Housing Commission ("FEHC") or may file a lawsuit in court. Both the FEHC and the courts have the authority to award monetary and nonmonetary relief in meritorious cases. You can contact the nearest DFEH office or the FEHC at the locations listed on our DFEH poster or by checking the state government listing in your local telephone directory.

An employee or applicant who feels that he or she has been subjected to harassment should report such incidents to his or her supervisor, Human Resources or any member of management, without fear of reprisal.

Inquires and/or complaints will be investigated immediately by the Human Resources Department. Any investigation will be conducted in as confidential manner as is compatible with a thorough investigation of the complaint.

In determining whether the alleged conduct constitutes harassment, the totality of the circumstances, the nature of the harassment and the context in which the alleged incidents occurred will be investigated. The Human Resources Department has the responsibility of investigating and resolving complaints of harassment.

Any employee determined by impartial investigation to have harassed another employee or applicant for employment will be subject to appropriate disciplinary procedures. Novellus considers harassment to be a violation of its rules and policies which can result in discipline, up to and including discharge.

A non-employee who harasses an employee in the work place will be informed of the harassment policy the employee's supervisor or manager. Other action may be taken as appropriate.

Each manager and supervisor is responsible for implementing this policy within his or her area of responsibility.

This policy further requires that each employee exhibit, in his or her conduct and communications, sound judgment and respect for the feelings and sensibilities of every other employee at Novellus Systems, Inc.

**Equal Employment Opportunity and Reasonable Accommodation** Novellus Systems, Inc., adheres to the principle that all persons are entitled to equal employment opportunities and Novellus Systems, Inc., does not discriminate against employees or applicants because of race, religious creed, color, national origin, ancestry, disability medical condition, marital status, age, sex, veteran status, or any other factor protected by law.

Further, it is the policy of Novellus Systems, Inc., to comply with the Americans with Disabilities Act (ADA) and other federal and state laws prohibiting discrimination against applicants or employees with disabilities. Accordingly, Novellus Systems Inc., will reasonably accommodate applicants and employees with known physical or mental disabilities to the extent required by law. This policy of reasonable accommodation extends to all services, programs, and facilities that are provided through employment with Novellus Systems, Inc. Novellus reserves the right to modify or make exceptions to any of its existing policies or practices to the extent necessary to provide a reasonable accommodation to an applicant or employee known to Novellus Systems, Inc., to have a disability.

All decisions made with respect to recruiting, hiring, and promotion for all job classifications will be based solely upon individual qualifications related to the requirements of the position. Likewise, all other personnel matters such as compensation, benefits, transfers, termination, staff reduction, training, education, and social/recreation programs of Novellus Systems, Inc., will be administered without an unlawful discriminatory practices.

**Binding Arbitration Policy** Novellus recognizes that differences may arise between Novellus and an employee during or following employment and that those differences may not be related to employment. To provide both Novellus and the employee the benefits of a speedy, impartial dispute-resolution procedure, all claims or controversies, whether or not arising out of employment (or its termination), that Novellus may have against an employee or that an employee may have against Novellus or against its officers, directors, employees, or agents, shall be submitted to mandatory, binding arbitration, as set forth in this Policy.

Any reference in this Policy to Novellus is a reference also to any subsidiary and affiliated entities, all benefit plans, the benefit plans' sponsors, fiduciaries, administrators, affiliates, and all successors and assigns of any of them.

**Claims Not Covered by the Policy** Claims an employee may have for workers' compensation or unemployment compensation benefits are not covered by this Policy.

Also not covered are claims by Novellus for injunctive and/or other equitable relief for unfair competition and/or the use and/or unauthorized disclosure of trade secrets or confidential information, as to which Novellus may seek and obtain relief from a court of competent jurisdiction.

**Required Notice of All Claims** Both Novellus and the employee must give written notice of any claim to the other party. Written notice to Novellus, or its officers, directors, employees, or agents, shall be sent to its business office at 3970 North First Street, San Jose, California, 95134. An employee will be given written notice at the last address recorded in his or her personnel file.

The written notice shall identify and describe the nature of all claims asserted and the facts upon which such claims are based. The notice shall be sent to the other party by certified or registered mails, return receipt requested.

**Representation** Any party may be represented by an attorney or other representative selected by the party.

**Discovery** Both Novellus and the employee shall have the right to take the deposition of one individual and expert witness designated by another party. Both Novellus and the employee also shall have the right to make requests for production of documents to any party. The subpoena right specified below shall be applicable to discovery pursuant to this paragraph.

Additional discovery may be had only where the Arbitrator selected pursuant to this Policy so orders, upon a showing of substantial need.

**Designation of Witnesses** At least 30 days before the arbitration, Novellus and the employee must exchange lists of witnesses, including any expert, and copies of all exhibits intended to be used at the arbitration.

**Subpoenas** Both Novellus and the employee shall have the right to subpoena witnesses and documents for the arbitration.

**Arbitration Procedures** Except as provided in this Policy, any arbitration shall be in accordance with the then-current Model Employment Arbitration Procedures of the American Arbitration Association ("AAA") before an arbitrator who is licensed to practice law in the state in which the arbitration is convened ("the Arbitrator"). The arbitration shall take place in or near the city in which the employee is or was last employed by Novellus.

The arbitrator shall be selected as follows. The AAA shall give each party a list of all arbitrators drawn from its panel of labor and employment arbitrators. Each party may strike any names on the list it deems unacceptable. If only one common name remains on the lists of all parties, that individual shall be designated as the Arbitrator. If more than one common name remains on the lists of all parties, the parties shall strike names alternately until only one remains. If no common name remains on the lists of all parties, the AAA shall furnish an additional list or lists until an Arbitrator is selected.

The Arbitrator shall apply the substantive law (and the law of remedies, if applicable) of the state in which the claim arose, or federal law, or both, as applicable to the claim(s) asserted. The Federal Rules of Evidence shall apply. The Arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this Policy. The arbitration shall be final and binding upon Novellus and the employee.

The Arbitrator shall have the jurisdiction to hear and rule on pre-hearing disputes and is authorized to hold pre-hearing conferences by telephone or in person as the Arbitrator deem necessary. The Arbitrator shall have the authority to entertain a motion to dismiss and/or a motion for summary judgment by any party and shall apply the standards governing such motions under the Federal Rules of Civil Procedures.

Either Novellus or the employee, at their own expense, may arrange for and pay the cost of a court reporter to provide a stenographic record of proceedings.

Either Novellus or the employee, upon request at the close of hearing, shall be given leave to file a post-hearing brief. The time for filing such a brief shall be set by the Arbitrator.

Either Novellus or the employee may bring an action in any court of competent jurisdiction to compel arbitration under this Policy and to enforce an arbitration award. Except as otherwise provided in this Policy, neither Novellus nor the employee shall initiate or prosecute any lawsuit or administrative action (other than an administrative charge of discrimination) in any way related to any claim covered by this Policy.

The Arbitrator shall render an award and written opinion in the form typically rendered in labor arbitration.

The results of the arbitration, unless otherwise agreed by the parties or ordered by the Arbitrator, are not confidential and may be reported by any news agency or legal publisher or service.

**Arbitration and Costs** Novellus and the employee shall equally share the fees and costs of the Arbitrator. Each party will deposit funds or post other appropriate security for its share of the Arbitrator's fee, in an amount and manner determined by the Arbitrator 10 days before the first day of hearing. Each party shall pay for its own costs and attorney's fees, if any. However, if any party prevails on a statutory claim which affords the prevailing party attorneys' fees, or if there is a written Policy providing for fees, the Arbitrator may award reasonable fees to the prevailing party.

**Interstate Commerce** Novellus is engaged in transactions involving interstate commerce and each employee's employment involves such commerce.

**Sole and Entire Policy** This is the complete Policy on the subject of arbitration of disputes. This Policy supersedes any prior or contemporaneous oral or written understanding on the subject. No party may rely on any representations, oral or written, on the subject of the effect, enforceability or meaning of this Policy, except as specifically set forth in this Policy.

**Construction** If any provision of this Policy is adjudged to be void or otherwise unenforceable, in whole or in part, such adjudication shall not affect the validity of the remainder of the Policy.

**Not an Employment Contract** This Policy is not, and shall not be construed to create, any contract of employment, express or implied, nor does this Policy in any way alter the "at will" status of any employee's employment.

#### **Right to Modify Employment Information and Practices**

This information regarding current employment practices such as compensation, benefits, transfers, termination, staff reduction, training, education, and social/recreation programs currently provided by Novellus Systems, Inc., is not intended to constitute, modify, alter, or extend any employee's terms of employment.


Except for the mutual right to terminate the employment relationship as described above, Novellus Systems, Inc., reserves the right to change, modify, suspend, interpret, NOVELLUS SYSTEMS, INC.

or cancel in whole or in part, any of its published or unpublished employee policies and practices. Acknowledgment of Novellus Systems' rights and prerogatives with respect to the foregoing statement is a term and condition of employment.

By my signature below, I acknowledge that I understand the Novellus Systems, Inc., basic employment practices described above and agree to adhere to them. I further acknowledge that Novellus Systems, Inc., has called to my attention the Binding Arbitration Agreement section; that I have read and understood the policy; and that I agree to be bound by the Binding Arbitration Policy.

Acknowledged and Agreed:

Dated:

  
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05/22/06  
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