

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3483639

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	DEENESH PADHI	04/10/2012
RECEIVING PARTY DATA		
Name:	Lam Research Corporation	
Street Address:	4650 Cushing Parkway	
City:	FREMONT	
State/Country:	CALIFORNIA	
Postal Code:	94538	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	14464071
CORRESPONDENCE DATA		
Fax Number:	(510)663-0920	
<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>		
Phone:	510-663-1100	
Email:	lervin@wavsip.com	
Correspondent Name:	WEAVER AUSTIN VILLENEUVE & SAMPSON LLP	
Address Line 1:	P.O. BOX 70250	
Address Line 4:	OAKLAND, CALIFORNIA 94612-0250	
ATTORNEY DOCKET NUMBER:	LAMRP102/3358-1US	
NAME OF SUBMITTER:	LATONIA ERVIN	
SIGNATURE:	/Latonia Ervin/	
DATE SIGNED:	08/14/2015	
Total Attachments: 4		
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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 PROCESS DEVELOPMENT DIRECTOR. 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

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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.

Should I refuse to sign or execute any such assignments or documents, or I am unavailable or incapacitated and cannot sign any such assignments or documents, I hereby appoint the General Counsel of Novellus as my legal representative to act on my behalf to sign such assignments or documents.

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. Non-Solicitation: Employee will not encourage or solicit any employee of the Company or any affiliate to leave the Company's or any affiliate's employ for any

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reason or interfere in any material manner with employment relationships at the time existing between the Company and its current employees.

10. Non-Compete: Employee acknowledges that the specialized nature of his knowledge of the Company's proprietary information, trade secrets and other intellectual property are such that, a breach of his covenant not to compete contained in this Proprietary Information and Inventions Agreement, would necessarily and inevitably result in a disclosure, misappropriation and misuse of such proprietary information, trade secrets and other intellectual property. Accordingly, employee acknowledges and agrees that such a breach would inflict unique and irreparable harm upon the Company and that the Company shall be entitled, in addition to its other rights and available remedies, to enforce, by injunction or decree of specific performance, employee's obligations set forth herein. Employee further acknowledges that during the term of his employment with Novellus Systems, Inc., and for a period of (1) year after the employment terminates for any reason: 1) Employee will not disclose any Company proprietary information to any person or use any Company proprietary information for the benefit of Employee or any other person and; 2) Employee will not directly or indirectly own, manage, engage in or be employed by or connected with any business, enterprise or entity that competes with Novellus Systems, Inc. with regard to its products or services, or any products or services substantially the same or similar to Novellus Systems, Inc. products or services within 100 mile radius of Tualatin, OR, San Jose, CA and Austin, Texas.

11. 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 Oregon. 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: 04/10/12

"COMPANY"

Novellus Systems, Inc.
a California corporation

by: Richard S. Hill
Authorized Officer

"EMPLOYEE"

DEENESH PADHI
(Print Name)

Deenesh Padhi
(Signature)