# 503901012 07/05/2016

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3947663

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
DONALD D. WARE	06/09/2016
GLENN M. TOM	05/17/2016
AMY KOLAND	06/07/2016
DALE GENE MOWREY	07/20/2011
BRUCE MUSOLF	05/21/2016

#### **RECEIVING PARTY DATA**

Name:	ENTEGRIS, INC.
Street Address:	129 CONCORD ROAD
City:	BILLERCIA
State/Country:	MASSACHUSETTS
Postal Code:	01821

## **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	15023231

### **CORRESPONDENCE DATA**

Fax Number:

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.

Email: moua@cfpatlaw.com

Correspondent Name: CHRISTENSEN FONDER P.A.
Address Line 1: 33 SOUTH SIXTH STREET

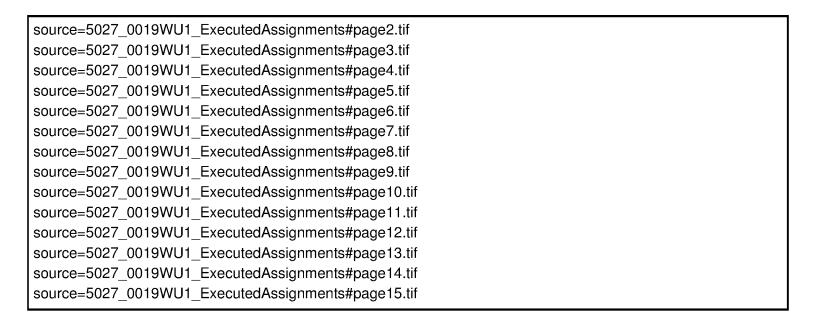
Address Line 2: SUITE 3950

Address Line 4: MINNEAPOLIS, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	5027.0019WU1
NAME OF SUBMITTER:	KIA MOUA
SIGNATURE:	/Kia Moua/
DATE SIGNED:	07/05/2016

**Total Attachments: 15** 

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Attorney Docket No.: 5027.0019WU1

#### **ASSIGNMENT**

WHEREAS, we, Donald D. Ware, of 3920 Cheshunt Drive, Woodbury, Minnesota 55125, Glenn M. Tom, of 309 West 7<sup>th</sup> Street, Bethany Beach, Delaware 19930, Amy Koland, of 12759 Sandy Point Road, Eden Prairie, Minnesota 55347, Dale Gene Mowrey, of 35340 191<sup>st</sup> Avenue, Montgomery, Minnesota 56069, and Bruce Musolf, of 4147 Pennsylvania Avenue, Eagan, Minnesota 55123, ("Assignors"), have invented certain new and useful improvements in APPARATUS AND METHOD FOR PRESSURE DISPENSING OF HIGH VISCOSITY LIQUID CONTAINING MATERIALS, for which an application for Letters Patent of the United States has been made, and which may be identified in the United States Patent Office by Application No. 15/023,231, filed March 18, 2016,

WHEREAS, ENTEGRIS, INC. ("Assignee"), a business entity organized and existing under the laws of the State of Delaware, and having its principal offices at 129 Concord Road, Billerica, Massachusetts 01821, is desirous of acquiring the entire right, title and interest in and to said invention, said application and in, to and under any and all Letters Patent to be obtained therefor.

NOW, THEREFORE, for and in consideration of good and valuable consideration paid by Assignee to Assignors, the receipt and sufficiency of which is hereby acknowledged by us, we have sold, assigned and transferred, and by these presents do hereby sell, assign and transfer unto the said Assignee, its successors and assigns, our entire right, title and interest in and to said invention, said application, all applications claiming priority to said application including all divisions, continuations or renewals thereof, and the Letters Patent, both foreign and domestic, that may or shall issue, therefrom including all reissues or extensions of such patents including all of our rights under the International Convention and further including the right to sue, counterclaim and recover for past, present and future infringement of the rights assigned or to be assigned, as fully and entirely as the same would have been held by the Assignors if this assignment had not been made, and we do hereby authorize and request the Commissioner of Patents to issue said Letters Patent to the above mentioned Assignee in accordance herewith.

We authorize said Assignee, its successors and assigns, or anyone it may properly designate, to apply for Letters Patent, in its own name if desired, in any and all foreign countries, and additionally to claim the filing date of said United States application and/or otherwise take advantage of the provisions of the International Convention.

Upon said consideration we do hereby covenant and agree with the said Assignee, its successors and assigns, that we will not execute in writing or do any act whatsoever conflicting with these presents, and that we or our executors or administrators will at any time upon request, without further or additional consideration, but at the expense of the said Assignee, its successors and assigns, execute such additional writings and do such additional acts as said Assignee, its successors and assigns, may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, reissued or extended Letters Patent of the United States, or of any and all foreigncountries on said invention, and in enforcing any rights occurring as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents.

Date: 9/6//6 Day/Month/Year	Donald D. Ware
Subscribed to and sworn to before me this 14th day of JUNE, 206.	
Notary Public  Notary Seal  CAIHY JO GIESEN Notary Public State of Minnesota My Commission Expires January 31, 2018	
Date: Day/Month/Year	Glenn M. Tom
Subscribed to and sworn to before me this, 20	
Notary Public	
Notary Seal	
Date: 7/6/2016 Day/Month/Year	Amy Koland
Subscribed to and sworn to before me this 7 day of July 2016.	
Notary Public	SCOTT RICHARD CARR NOTARY PUBLIC - MINNESOTA MY COMMISSION EXPIRES 01/31/18
Notary Seal	
SCOTT RICHARD CARR NOTARY PUBLIC - MINNESOTA	

Date:	
Date: Day/Month/Year	Dale Gene Mowery
Subscribed to and sworn to before me	
this, 20	
Notary Public	
Notary Seal	
Date:	
Day/Month/Year	Bruce Musolf
Subscribed to and sworn to before me this, 20	
Notary Public	
Notary Seal	

Attorney Docket No.: 5027.0019WU1

## **ASSIGNMENT**

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NOW, THEREFORE, for and in consideration of good and valuable consideration paid by Assignee to Assignors, the receipt and sufficiency of which is hereby acknowledged by us, we have sold, assigned and transferred, and by these presents do hereby sell, assign and transfer unto the said Assignee, its successors and assigns, our entire right, title and interest in and to said invention, said application, all applications claiming priority to said application including all divisions, continuations or renewals thereof, and the Letters Patent, both foreign and domestic, that may or shall issue, therefrom including all reissues or extensions of such patents including all of our rights under the International Convention and further including the right to sue, counterclaim and recover for past, present and future infringement of the rights assigned or to be assigned, as fully and entirely as the same would have been held by the Assignors if this assignment had not been made, and we do hereby authorize and request the Commissioner of Patents to issue said Letters Patent to the above mentioned Assignee in accordance herewith.

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Date:	
Day/Month/Year	Donald D. Ware
Subscribed to and sworn to before me	
this, 20	
Notary Public	
Notary Seal	
Date: 17/1/6 Day/Month/Year	Leu 4 Es
Day Month/Year	Glenn M. Tom
Subscribed to and sworn to before me	man and Samuel
this 17 Mday of May , 20 /6	Survey of the su
Motary Public Physics	(Notagy Signature)
Notary Seal	

ERICA LEIGH HOWELL
Notary Public
STATE OF DELAWARE
My Commission Expires 02/04/2017

Date:	
Day/Month/Year	Amy Koland
Subscribed to and sworn to before me this, 20	
Notary Public	
Notary Seal	
Date: Day/Month/Year	
Day/Month/Year	Dale Gene Mowery
Subscribed to and sworn to before me this, 20	
Notary Public	
Notary Seal	
Date:	
Day/Month/Year	Bruce Musolf
Subscribed to and sworn to before me this, 20	
Notary Public	
Notary Seal	

Attorney Docket No.: 5027.0019WU1

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Date:	
Date:	Dale Gene Mowery
	•
Subscribed to and sworn to before me	
this day of, 20	
Notary Public	
Notary Seal	
·1	
Date: Z1 / 5 / 2016  Day/Month/Year	Brien Minel
Day/Month/Year	Bruce Musoff
Subscribed to and sworn to before me	
Subscribed to and sworn to before me this $\frac{7}{100}$ day of $\frac{100}{100}$ , $\frac{100}{100}$ .	
Chay March Marin	
Notary Public	
Notary Seal  ANDREA MICHELLE P.  NOTARY PUBLIC - MINNES MY COMMISSION EXPIRES 1/2	OTA \$

Date:	
Day/Month/Year	Donald D. Ware
Subscribed to and sworn to before me this, 20,	
Notary Public	
Notary Seal	
Date:	
Date: Day/Month/Year	Glenn M. Tom
Subscribed to and sworn to before me	
this day of, 20	
320	
Notary Public	
Notary Seal	
Date:	
Day/Month/Year	Amy Koland
and the second of the second o	Control Control
Subscribed to and sworn to before me	
this day of, 20	
Notary Public	
Notary Seal	



### EMPLOYEE CONFIDENTIALITY AND NON-USE AGREEMENT

This Agreement is entered into by <u>Dale Gene Mowrey</u> and , a subsidiary of ATMI, Inc., (referred to hereinafter as the "Company"). This agreement constitutes or replaces the document sometimes referred to in other Company documents as a Confidentiality Agreement or a Proprietary Information and Inventions Agreement.

In consideration of the Company's promise to disclose to me confidential and proprietary information and trade secrets, the experience I will gain throughout my employment with the Company, and the compensation and benefits provided to me by the Company, I agree that:

- 1. I am an employee-at-will, and nothing in this Agreement creates a contract of employment for any specific duration, or restricts my right or the right of the Company to end the employment relationship at any time for any reason.
- 2. I recognize that during my employment by the Company, I may have access to confidential or proprietary information and trade secrets of the Company, its parent companies, subsidiaries, other affiliates, customers, suppliers, partners or other third parties with whom the Company has contracted ("Confidential Information"). This Confidential Information may include business documents or information, research and marketing data, customer lists and information including points of contact at customers, product requirements and buying habits of customers, price and cost information, computer programs, processes, techniques, know-how, trade secrets, formulae, manufacturing processes, and inventions, as well as information concerning partners, shareholders, or customers of the Company.
- 3. Both during and after my employment with the Company I will adhere to Company policy regarding Confidential Information and take all reasonable steps necessary to ensure that Confidential Information will not become known to third parties without the Company's prior written approval, and I will not otherwise remove, disclose, or use Confidential Information except as required in connection with my employment. I acknowledge that all Confidential Information I receive during my employment with the Company is the property of the Company and shall be returned upon the termination of my employment.
- 4. Both during and after my employment with the Company, I will not disclose or use Confidential Information to compete against the Company or in the course of any employment by, consultation for, or the rendering of services to any competitor of the Company.
- 5. I have terminated my employment with prior employers, and my employment with the Company is not in violation of the terms of any contract or any other obligation by which I am bound. I will not breach any obligation of confidentiality that I have to former employers, and I will not use proprietary information of third parties that has been acquired by improper means.

Page 1 of 6

- 6. "Inventions" shall mean all improvements, inventions, works of authorship, formulae, processes, techniques, know-how, designs, and data, whether or not qualifying as intellectual property, created or devised by me during my employment with the Company. I agree to fully disclose in confidence all Inventions to the Company, and that:
  - a) Any Inventions made by me alone or jointly with others that are made with the Company's equipment, supplies, facilities, or Confidential Information, or that relate at the time of conception or reduction to practice to the Company's business, or actual or demonstrably anticipated research or development of the Company, or that result from any work performed by me for the Company, shall belong to the Company. I promise to convey all right, title, and interest to any such Inventions to the Company, or any entity designated by it. The Company shall have the right, at its sole discretion, to keep any Invention as trade secret.
  - b) An Invention is considered to have been made during my employment if the Invention was conceived or first reduced to practice during that period. Any patent filed within one (1) year after termination of employment which relates to the Company's business shall be presumed to result from an Invention made during my employment, unless I can provide written evidence to the contrary.
  - c) During the term of this agreement and thereafter, I will assist the Company in obtaining and enforcing the intellectual property rights on all Inventions the Company chooses to pursue, at its expense. I will do what the Company reasonably believes is necessary to obtain these intellectual property rights, to vest the Company with full and exclusive title, and to protect against infringement by others.
  - d) This Agreement does not apply to any invention that fully qualifies under the provisions of Section 2870 of the California Labor Code, a copy of which is attached hereto as Appendix B.
- 7. I may have inventions and improvements that have been made, conceived, or first reduced to practice by me, alone, or jointly with others, prior to my employment by the Company. Such inventions and improvements that I desire to remove from the operation of this Agreement are listed in the attached Appendix C.
- 8. During my employment by the Company I will not, without the Company's express written consent, engage in any employment, professional or business activity other than for the Company. Consent for activities that would not interfere with my job performance or otherwise conflict with the interests of the Company will not be unreasonably withheld.
- 9. I agree that unless I obtain the express written consent of the Company, during my employment with the Company and for one (1) year after I terminate my employment with the Company, whether voluntary or involuntary:
  - a) I will not, individually or on behalf of another, solicit or encourage employees of the Company to leave its employ.
  - b) I will not engage or assist in any way in the solicitation of any customer or client of the Company for any commercial or business reason whatsoever which is in competition with the Company or to otherwise cease doing business, in whole or in part, with the Company.

- 10. I hereby authorize the Company to notify any of my employers during the one (1) year period described in the preceding paragraph about the Company's rights and my obligations under this Agreement following the termination of my employment with the Company.
- 11. In the event that any dispute or claim that I may have with respect to my employment with the Company gives rise to the filing of a legal action, I agree to waive any right I may have to a jury trial, and to submit any and all disputes or claims to a bench trial before a judge unless otherwise agreed between the parties. Such disputes include, but are not limited to, claims involving the interpretation of this Agreement, or any other express or implied agreement between me and the Company, and claims arising under any federal, state, or local law or regulation.
- 12. I understand that the actual or threatened violation of my obligations under Sections 3, 4, 8 or 9 of this Agreement could be so damaging to the Company that I agree the Company shall be entitled to enforce my obligations by temporary or permanent court injunction or by other appropriate equitable remedy.
- 13. This Agreement and my written Offer of Employment represent the entire agreement between me and the Company pertaining to the subject matter of these agreements. I acknowledge that I am not relying on any promises or statements, written, oral, or implied which are not contained in the documents referenced in this section. I understand that this Agreement may not be modified or terminated, in whole or part, except in writing signed by an officer of the Company.
- 14. The provisions of this Agreement shall survive the termination of my employment for any reason and the assignment of this Agreement by the Company to any successor in interest or other assignee.
- 15. If any particular provision of this Agreement is held invalid or unenforceable, the provision shall be amended to delete the portion determined invalid or unenforceable, and this deletion shall apply only with respect to the operation of this provision in the particular jurisdiction in which the adjudication is made. However, if any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the greatest extent compatible with the applicable law.

This agreement shall be governed by, and construed in accordance with, the laws of the State of the office or facility where I am employed.

Dale Mowrey
Employee
1
Dale Mowrey
Print Name
Date: 7/20/2011 9:58 AM

# Appendix A

am bringing to my employment by the Company the following material and documents of a former mployer which are not personally available to the public, which materials and documents may be used in the public of th
Additional sheets attached.

# Appendix B

#### California Labor Code Section 2870:

- 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; or
  - (2) Result from any work performed by the employee for the employer.
- (b) To the extent a provision in an 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.

Page 5 of 6

# <u>Appendix C</u>

The following is a complete list of all Inventions relevant to the subject matter of my employment by the Company which have been made or conceived or first reduced to practice by me alone or jointly with others prior to being offered employment by the Company.	
Additional sheets attached.	

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**RECORDED: 07/05/2016**