

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4277071

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
APPLIED MICROSTRUCTURES, INC.	12/20/2016
RECEIVING PARTY DATA	
Name:	SPTS TECHNOLOGIES LIMITED
Street Address:	RINGLAND WAY
City:	NEWPORT
State/Country:	WALES
Postal Code:	NP18 2TA
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8236379
CORRESPONDENCE DATA	
Fax Number:	(408)749-6901
<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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Email:	diane@mpiplaw.com
Correspondent Name:	DAVID F. LEE, MARTINE PENILLA GROUP, LLP
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ATTORNEY DOCKET NUMBER:	AMSTP016
NAME OF SUBMITTER:	DAVID F. LEE, ESQ.
SIGNATURE:	/David F. Lee/
DATE SIGNED:	02/15/2017
Total Attachments: 8	
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** ("IP Assignment"), dated as of 20 December, 2016, by and between **APPLIED MICROSTRUCTURES, INC.**, a Delaware Corporation ("Seller"), **SPTS TECHNOLOGIES LIMITED**, a private limited company registered in England and Wales ("Buyer"), the purchaser of certain assets of Seller pursuant to an asset purchase agreement between Buyer and Seller, dated as of 19 December, 2016, (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer (or the Buyer's Designee (as defined in the Asset Purchase Agreement)), among other assets, all Intellectual Property Assets (as defined in the Asset Purchase Agreement) of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "**Assigned IP**"):

(a) all patents and patent applications of Seller, including those patent and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "**Patents**");

(b) all trademark registrations and applications, including those trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. Nothing in this IP Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[signature page follows]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

APPLIED MICROSTRUCTURES, INC.

DocuSigned by:
Kenneth Aitchison
By: _____
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Name: Kenneth Aitchison

Title: President and Chief Executive Officer

Address for Notices: **Goodwin Procter LLP,
135 Commonwealth Drive, Menlo Park,
California 94025**

AGREED TO AND ACCEPTED:

SPTS TECHNOLOGIES LIMITED

By: _____

Name:

Title:

Address for Notices: **SPTS Technologies
Limited, Ringland Way, Newport, Wales,
United Kingdom NP18 2TA**

SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

APPLIED MICROSTRUCTURES, INC.

By: _____

Name: Kenneth Aitchison

Title: President and Chief Executive Officer

Address for Notices: **Goodwin Procter LLP,
135 Commonwealth Drive, Menlo Park,
California 94025**

AGREED TO AND ACCEPTED:

SPTS TECHNOLOGIES LIMITED

By:  _____

Name: Kevin T Crofton

Title: President SPTS/Corp VP Orbotech

Address for Notices: **SPTS Technologies
Limited, Ringland Way, Newport, Wales,
United Kingdom NP18 2TA**

SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Title	Patent Number	Region	App Serial Number	Filing Date	Date Issued
APPARATUS AND METHOD FOR CONTROLLED APPLICATION OF REACTIVE VAPORS TO PRODUCE THIN FILMS AND COATINGS	1251622	Taiwan	931144925	5/26/2004	3/21/2006
APPARATUS AND METHOD FOR CONTROLLED APPLICATION OF REACTIVE VAPORS TO PRODUCE THIN FILMS AND COATINGS	4422684	Japan	2005-518291	6/10/2004	5/18/2006
CONTROLLED VAPOR DEPOSITION OF MULTILAYERED COATINGS ADHERED BY AN OXIDE LAYER	4928940	Japan	2006-526447	5/24/2005	3/8/2007
APPARATUS AND METHOD FOR CONTROLLED APPLICATION OF REACTIVE VAPORS TO PRODUCE THIN FILMS AND COATINGS	10-0697505-0000	Korea	2005-7002110	2/4/2005	3/20/2007
CONTROLLED VAPOR DEPOSITION OF MULTILAYERED COATING ADHERED BY AN OXIDE LAYER	10-0762573-0000	Korea	2006-7002110	1/31/2006	10/1/2007
CONTROLLED DEPOSITION OF SILICON-CONTAINING COATINGS ADHERED BY AN OXIDE LAYER	1293339	Taiwan	94112868	4/22/2005	2/11/2008
METHOD FOR CONTROLLED APPLICATION OF REACTIVE VAPORS TO PRODUCE THIN FILMS AND COATINGS	7413774	USA	11018173	12/21/2004	8/19/2008
CONTROLLED DEPOSITION OF SILICON-CONTAINING COATINGS ADHERED BY AN OXIDE LAYER	7638167	USA	10862047	6/4/2004	12/29/2009
METHOD OF IN-LINE PURIFICATION OF CVD REACTIVE PRECURSOR MATERIALS	7687110	USA	11903397	9/20/2007	3/30/2010
CONTROLLED VAPOR DEPOSITION OF BIOCOMPATIBLE COATINGS OVER SURFACE-TREATED SUBSTRATES	7695775	USA	11295129	12/5/2005	4/13/2010
CONTROLLED VAPOR DEPOSITION OF MULTILAYERED COATINGS ADHERED BY AN OXIDE LAYER	7776396	USA	11112664	4/21/2005	8/17/2010

CONTROLLED VAPOR DEPOSITION OF MULTILAYERED COATINGS ADHERED BY AN OXIDE LAYER	ZL200580000427.0	China	200580000427.0	5/24/2005	10/27/2010
HIGH ASPECT RATIO PERFORMANCE COATINGS FOR BIOLOGICAL MICROFLUIDICS	7879396	USA	11048513	1/31/2005	2/1/2011
PROTECTIVE THIN FILMS FOR USE DURING FABRICATION OF SEMICONDUCTORS, MEMS, AND MICROSTRUCTURES	8067258	USA	11447186	6/5/2006	11/29/2011
CONTROLLED DEPOSITION OF SILICON-CONTAINING COATINGS ADHERED BY AN OXIDE LAYER	8178162	USA	12592183	11/19/2009	5/15/2012
CONTROLLED VAPOR DEPOSITION OF MULTILAYERED COATINGS ADHERED BY AN OXIDE LAYER	1366607	Taiwan	94117825	5/31/2005	6/21/2012
ARTICLES WITH SUPER-HYDROPHOBIC AND/OR SUPER-HYDROPHILIC SURFACES AND METHOD OF FORMATION	8236379	USA	11904522	9/26/2007	8/7/2012
METHOD OF DEPOSITING A MULTILAYER COATING WITH A VARIETY OF OXIDE ADHESION LAYERS AND ORGANIC LAYERS	8298614	USA	12940002	11/4/2010	10/30/2012
DURABLE, HEAT-RESISTANT MULTI-LAYER COATINGS AND COATED ARTICLES	8501277	USA	12151323	5/5/2008	8/6/2013
CONTROLLED VAPOR DEPOSITION OF MULTILAYERED COATINGS ADHERED BY AN OXIDE LAYER	8,545,972	USA	12804866	7/29/2010	10/1/2013
CONTROLLED VAPOR DEPOSITION OF MULTILAYERED COATINGS ADHERED BY AN OXIDE LAYER	1422702	Taiwan	96109987	5/31/2005	1/11/2014
DURABLE CONFORMAL WEAR-RESISTANT CARBON-DOPED METAL OXIDE-COMPRISSING COATING	8900695	USA	12072086	2/22/2008	12/2/2014
METHOD OF PROVIDING A DURABLE PROTECTIVE COATING STRUCTURE, AND COATINGS, COATED ARTICLES AND DEVICES	1471937	Taiwan	97117538	5/13/2008	2/1/2015
PROTECTIVE THIN FILMS FOR USE DURING FABRICATION OF SEMICONDUCTORS, MEMS, AND MICROSTRUCTURES	8987029	USA	13286635	11/1/2011	3/24/2015

ARTICLES WITH SUPER-HYDROPHOBIC AND/OR SUPER-HYDROPHILIC SURFACES AND METHOD OF FORMATION	1494171	Taiwan	97111853	4/1/2008	8/1/2015
APPARATUS AND METHOD FOR CONTROLLED APPLICATION OF REACTIVE VAPORS TO PRODUCE THIN FILMS AND COATINGS	Pending	USA	11445706	6/2/2006	N/A
APPARATUS AND METHOD FOR CONTROLLED APPLICATION OF REACTIVE VAPORS TO PRODUCE THIN FILMS AND COATINGS	Pending	China	201110397255.2	6/10/2004	N/A
APPARATUS AND METHOD FOR CONTROLLED APPLICATION OF REACTIVE VAPORS TO PRODUCE THIN FILMS AND COATINGS	Pending	EU	20040755019	6/10/2004	N/A
CONTROLLED VAPOR-PHASE DEPOSITION OF MULTILAYER COATING TO BE ADHERED THROUGH OXIDATION LAYER	Pending	Japan	2014-116022	6/4/2014	N/A
VAPOR DELIVERY APPARATUS	Pending	USA	13477928	5/22/2012	N/A
VAPOR DELIVERY APPARATUS	Pending	Taiwan	102118089	5/22/2013	N/A
DURABLE, HEAT-RESISTANT MULTILAYER COATINGS AND COATED ARTICLES	Pending	USA	13/959601	8/5/2013	N/A
MOISTURE BARRIER COATINGS	Pending	USA	13/959593	8/5/2013	N/A
METHOD OF PROVIDING A DURABLE PROTECTIVE COATING STRUCTURE, AND COATINGS, COATED ARTICLES AND DEVICES	Pending	Taiwan	103138186	5/13/2008	N/A
DURABLE CONFORMAL WEAR-RESISTANT CARBON-DOPED METAL OXIDE-COMPRISSING COATING	Pending	USA	14539172	11/12/2014	N/A

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Trademark Number	Region	App Serial Number	Filing Date	Date Issued
MVD	1174286	Australia	1174286	3/29/2006	3/29/2006
MVD	918840	WO	918840	3/29/2006	3/29/2006
MVD	G918840	China	G918840	3/29/2006	3/29/2006
MVD	918840	EU	918840	3/29/2006	3/29/2006
MVD	T0709723C	Singapore	T0709723C	3/29/2006	8/7/2007
MVD	T0709724A	Singapore	T0709724A	3/29/2006	8/7/2007
MVD	T0709725Z	Singapore	T0709725Z	3/29/2006	8/7/2007
MVD	T0709726H	Singapore	T0709726H	3/29/2006	8/7/2007
MVD	T0709727F	Singapore	T0709727F	3/29/2006	8/7/2007
MVD	1302077	Taiwan	95016282	3/31/2006	2/16/2008
MVD	TMA717431	Canada	1296402	4/3/2006	6/26/2008
MVD	918840	KR	918840	3/29/2006	9/26/2008
MVD	Pending	USA	87243744	11/21/2016	N/A