

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4835289

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
THEODORE A. PRESCOP	12/22/2017
KEVIN M. MONAHAN	12/22/2017
DAVID K. LAM	12/22/2017
MICHAEL C. SMAYLING	08/01/2013
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	MULTIBEAM CORPORATION
<b>Street Address:</b>	3951 BURTON DRIVE
<b>City:</b>	SANTA CLARA
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95054
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	15454872
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	
<b>Email:</b>	shorwitz@ccsb.com
<b>Correspondent Name:</b>	SETH A. HORWITZ
<b>Address Line 1:</b>	901 MAIN ST #5500
<b>Address Line 4:</b>	DALLAS, TEXAS 75202
<b>ATTORNEY DOCKET NUMBER:</b>	MBC-095C
<b>NAME OF SUBMITTER:</b>	SETH A. HORWITZ
<b>SIGNATURE:</b>	/Seth A. Horwitz/
<b>DATE SIGNED:</b>	02/22/2018
<b>Total Attachments: 11</b>	
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## ASSIGNMENT OF PATENT APPLICATION

Whereas David K. Lam, Kevin M. Monahan, Theodore A. Prescop, and Michael C. Smayling have invented certain new and useful improvements as set forth in the patent application entitled:

### **"ALIGNMENT AND REGISTRATION TARGETS FOR CHARGED PARTICLE BEAM SUBSTRATE PATTERNING AND INSPECTION"**

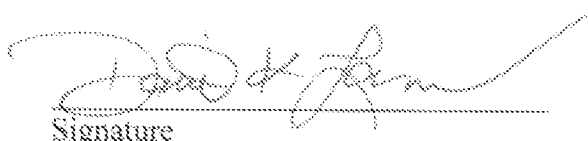
(Application No. **15/454,872**; Attorney Docket No. **MBC-095C**) for which Multibeam Corporation (ASSIGNEE, as defined below) has executed an application for a United States Letters Patent (the "Application") on or after the Effective Date of this Assignment;

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we the undersigned, David K. Lam, Kevin M. Monahan, and Theodore A. Prescop hereby:

- 1) Sell, assign and transfer to **Multibeam Corporation, a Delaware** corporation having a place of business at **3951 Burton Drive, Santa Clara, CA 95054** (hereinafter referred to as "ASSIGNEE"), my entire right, title and interest in any and all improvements and inventions disclosed in, application(s) based on, and Patent(s) (including foreign patents) granted upon the Application and any and all divisional, continuation, substitute and reissue application(s) thereof, for the entire term(s) thereof, as well as any extensions granted on such Patent(s).
- 2) Authorize and request the Commissioner of Patents to issue any and all Letters Patents resulting from the Application and any and all divisional, continuation, substitute and reissue application(s) thereof to the ASSIGNEE.
- 3) Agree to execute all papers and documents and, entirely at the ASSIGNEE's expense, perform any acts which are reasonably necessary in connection with the prosecution of said application, as well as any and all divisional, continuation, substitute and reissue application(s) thereof, foreign applications based thereon, and/or in connection with the enforcement of any and all Patents resulting from such applications.
- 4) Agree that the terms, covenants and conditions of this assignment shall inure to the benefit of the Assignee, its successors and assigns, and shall be binding upon the inventor(s), as well as the inventor's heirs, legal representatives and assigns.
- 5) Warrant and represent that we have not entered, and will not enter, into any assignment, contract or understanding that conflicts with this Assignment of Patent Application.
- 6) The Effective Date of this Assignment of Patent Application is **March 9, 2017**.

David K. Lam

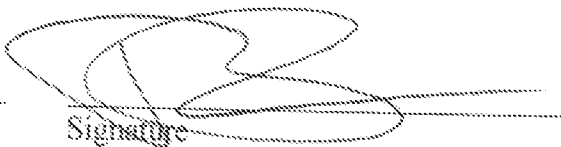
Name



Signature

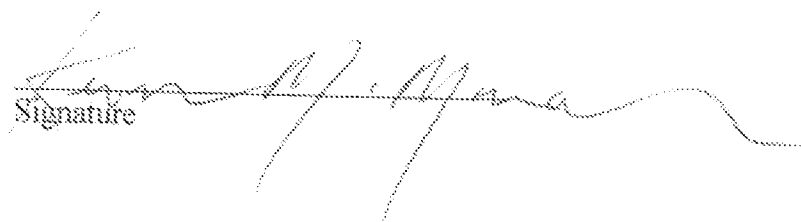
Theodore A. Prescop  
Name

Signature

A handwritten signature in dark ink, consisting of several overlapping loops and a long horizontal stroke extending to the right, positioned over the 'Signature' label.

Kevin M. Monahan  
Name

Signature

A handwritten signature in black ink, appearing to read 'Kevin M. Monahan', written over a horizontal dotted line.

# MULTIBEAM

August 1, 2013

Dr. Michael C. Smayling  
131 Mary Beth Ct  
Fremont, CA 94539

Dear Mike:

On behalf of Multibeam Corporation (the "***Company***"), it is with great pleasure that I offer you a position as Senior Vice President of Technology Integration and Business Development, reporting to the Chief Executive Officer. In this exempt position, you will be expected to devote your dedicated business time, attention and energies to the performance of your duties with the Company.

**Responsibilities.**

**REDACTED**

**Base Salary.** If you decide to join the Company, you will receive a monthly prorated salary per Company's compensation program,

**Stock Options.**

**REDACTED**

**Benefits.**

**At-Will Employment.**

**REDACTED**

**Immigration Verification.**

**REDACTED**

**Inventions.** You agree, as a condition of your employment, to enter into the Company's Assignment of Inventions Agreement, a copy of which is attached hereto.

**Trade Secrets and Confidential Information.**

**REDACTED**

**1. Company's Trade Secrets and Confidential Information**

**REDACTED**

**2. Nondisclosure of Trade Secrets and Confidential Information**

**REDACTED**



**REDACTED**

3. Confidential Information of Others

4. Return of Materials

**REDACTED**

5. Confidentiality Obligation Survives Employment

**REDACTED**

Mike, we're enthusiastic about your joining the Multibeam team and look forward to working with you for mutual benefits.

Sincerely,



Lynn Barringer  
President

Accepted by:



Dr. Michael C. Smayling

August 1 2013

Multibeam Corporation  
4008 Bunton Drive  
Santa Clara, CA 95054 U.S.A.  
Tel: 408 980 1800  
Fax: 408 980 1808  
[www.multibeamcorp.com](http://www.multibeamcorp.com)

## Assignment of Inventions Agreement

**A. Assignment of Inventions.** As between Multibeam Corporation (the “Company”) and myself, I agree that all right, title, and interest in and to any and all copyrightable material, notes, records, drawings, designs, inventions, improvements, developments, discoveries and trade secrets conceived, discovered, authored, invented, developed or reduced to practice by me, solely or in collaboration with others, during the period of time I am in the employ of the Company (including during my off-duty hours), or with the use of the Company’s equipment, supplies, facilities, or Company Confidential Information, and any copyrights, patents, trade secrets, mask work rights or other intellectual property rights relating to the foregoing, except as provided in Section G below (collectively, “Inventions”), are the sole property of Multibeam Corporation. I also agree to promptly make full written disclosure to Multibeam Corporation of any Inventions, and to deliver and assign, and I do hereby irrevocably assign, fully to Multibeam Corporation all of my right, title and interest in and to Inventions. I agree that this assignment includes a present conveyance to Multibeam Corporation of ownership of Inventions that are not yet in existence. I further acknowledge that all original works of authorship that are made by me (solely or jointly with others) within the scope of and during the period of my employment with the Company and that are protectable by copyright are “works made for hire,” as that term is defined in the United States Copyright Act. I understand and agree that the decision whether or not to commercialize or market any Inventions is within the Company’s sole discretion and for the Company’s sole benefit, and that no royalty or other consideration will be due to me as a result of the Company’s efforts to commercialize or market any such Inventions.

**B. Pre-Existing Materials.** I have attached hereto as Exhibit A, a list describing all inventions, discoveries, original works of authorship, developments, improvements, trade secrets and other proprietary information or intellectual property rights owned by me or in which I have an interest prior to, or separate from, my employment with the Company and which relate to the Company’s business, products, or research and development (“Prior Inventions”); or, if no such list is attached, I represent and warrant that there are no such Prior Inventions. Furthermore, I represent and warrant that if any Prior Inventions are included on Exhibit A, they will not materially affect my ability to perform all obligations under this Agreement. I will inform Multibeam Corporation in writing before incorporating such Prior Inventions into any Invention or otherwise utilizing such Prior Invention in the course of my employment with the Company, and the Company is hereby granted a nonexclusive, royalty-free, perpetual, irrevocable, transferable worldwide license (with the right to grant and authorize sublicenses) to make, have made, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform, and otherwise exploit such Prior Inventions, without restriction, including, without limitation, as part of or in connection with such Invention, and to practice any method related thereto. I will not incorporate any invention, improvement, development, concept, discovery, work of authorship or other proprietary information owned by any third party into any Invention without Multibeam Corporation’s prior written permission.

**C. Moral Rights.** Any assignment to Multibeam Corporation of Inventions includes all rights of attribution, paternity, integrity, modification, disclosure and withdrawal, and any other rights throughout the world that may be known as or referred to as “moral rights,” “artist’s rights,” “droit moral,” or the like (collectively, “Moral Rights”). To the extent that Moral Rights

cannot be assigned under applicable law, I hereby waive and agree not to enforce any and all Moral Rights, including, without limitation, any limitation on subsequent modification, to the extent permitted under applicable law.

**D. Maintenance of Records.** I agree to keep and maintain adequate, current, accurate, and authentic written records of all Inventions made by me (solely or jointly with others) during the term of my employment with the Company. The records will be in the form of notes, sketches, drawings, electronic files, reports, or any other format that may be specified by the Company. As between the Company and myself, the records are and will be available to and remain the sole property of Multibeam Corporation at all times.

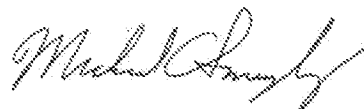
**E. Further Assurances.** I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments, and all other instruments that the Company shall deem proper or necessary in order to apply for, register, obtain, maintain, defend, and enforce such rights, and in order to deliver, assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title, and interest in and to all Inventions, and testifying in a suit or other proceeding relating to such Inventions. I further agree that my obligations under this Section E shall continue after the termination of this Agreement.

**F. Attorney-in-Fact.** I agree that, if the Company is unable because of my unavailability, mental or physical incapacity, or for any other reason to secure my signature with respect to any Inventions, including, without limitation, for the purpose of applying for or pursuing any application for any United States or foreign patents or mask work or copyright registrations covering the Inventions assigned to Multibeam Corporation in Section A, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney-in-fact, to act for and on my behalf to execute and file any papers and oaths, and to do all other lawfully permitted acts with respect to such Inventions to further the prosecution and issuance of patents, copyright and mask work registrations with the same legal force and effect as if executed by me. This power of attorney shall be deemed coupled with an interest, and shall be irrevocable.

**G. Exception to Assignments.** I UNDERSTAND THAT THE PROVISIONS OF THIS AGREEMENT REQUIRING ASSIGNMENT OF INVENTIONS TO MULTIBEAM CORPORATION DO NOT APPLY TO ANY INVENTION THAT QUALIFIES FULLY UNDER THE PROVISIONS OF CALIFORNIA LABOR CODE SECTION 2870 (ATTACHED HERETO AS EXHIBIT B). IN COMPLIANCE WITH LABOR CODE SECTION 2871, I WILL DISCLOSE TO MULTIBEAM CORPORATION PROMPTLY IN WRITING ANY INVENTIONS THAT I BELIEVE MEET THE CRITERIA IN CALIFORNIA LABOR CODE SECTION 2870 AND ARE NOT OTHERWISE DISCLOSED ON EXHIBIT A. SUCH DISCLOSED INVENTIONS SHALL BE RECEIVED BY MULTIBEAM CORPORATION IN CONFIDENCE PURSUANT TO SECTION 2871. I FURTHER UNDERSTAND AND AGREE THAT THE PROVISIONS OF SECTION 2870 DO NOT APPLY TO ANY INVENTIONS FOR WHICH FULL TITLE IS REQUIRED TO BE IN THE UNITED STATES,

AS REQUIRED BY CONTRACTS BETWEEN MULTIBEAM CORPORATION AND THE  
UNITED STATES OR ANY OF ITS AGENCIES.

Accepted by:

A handwritten signature in black ink, appearing to read "Michael C. Smayling".

Dr. Michael C. Smayling

August 1, 2013

For Multibeam Corporation:

A handwritten signature in black ink, appearing to read "Lynn Berger".

President

August 1, 2013

**EXHIBIT B**

**CALIFORNIA LABOR CODE SECTION 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 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.