# 504898976 05/03/2018 PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4945719

SUBMISSION TYPE:		NEW ASSIGNMENT	NEW ASSIGNMENT			
IATURE OF CONVEY	ANCE:	ASSIGNMENT	ASSIGNMENT			
CONVEYING PARTY	DATA					
		Name	Execution Date			
MATTSON THERMAL	PRODUCT	S GMBH	12/31/2003			
RECEIVING PARTY D	ΑΤΑ					
Name:	MATTS	MATTSON TECHNOLOGY, INC.				
Street Address:	47131 B	BAYSIDE PARKWAY				
City:	FREMO	NT				
State/Country:	CALIFO	RNIA				
Postal Code:	94538					
PROPERTY NUMBER	S Total: 2					
Property Type	e	Number				
Patent Number:	8	3282272				
Patent Number:	7	7746482				
CORRESPONDENCE	DATA					
Fax Number:	_					
		the e-mail address first; if that is unsu				
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•	•	<i>; if that is unsuccessful, it will be sent</i> 3642711592				
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Phone:	8 1	3642711592				
Phone: Email:	8 נ ג	3642711592 usdocketing@dority-manning.com,kmeye				
Phone: Email: Correspondent Name	8 1 2 2 3 1 3 1 3 1 3 1 3 1 3 1 3 1 3 1 3	3642711592 usdocketing@dority-manning.com,kmeye DORITY & MANNING	ers@dority-manning.com			
Phone: Email: Correspondent Name Address Line 1: Address Line 4:	8 2 2 2 3 3 3 3 4 3 4 3 4 5 4 5 4 5 4 5 4 5 5 4 5 5 5 5	3642711592 usdocketing@dority-manning.com,kmeye DORITY & MANNING P.O. BOX 1449	ers@dority-manning.com			
Phone: Email: Correspondent Name Address Line 1: Address Line 4:	8 2 2 2 3 2 3 3 3 4 3 4 3 4 5 4 5 4 5 4 5 4 5 5 4 5 5 5 5	3642711592 usdocketing@dority-manning.com,kmeye DORITY & MANNING P.O. BOX 1449 GREENVILLE, SOUTH CAROLINA 2960	ers@dority-manning.com			
Phone: Email: Correspondent Name Address Line 1: Address Line 4: NAME OF SUBMITTER	8 2 2 2 3 2 3 3 3 4 3 4 3 4 5 4 5 4 5 4 5 4 5 5 4 5 5 5 5	3642711592 usdocketing@dority-manning.com,kmeye DORITY & MANNING P.O. BOX 1449 GREENVILLE, SOUTH CAROLINA 2960 TIMOTHY A. CASSIDY	ers@dority-manning.com			
Phone: Email: Correspondent Name Address Line 1: Address Line 4: NAME OF SUBMITTEF SIGNATURE: DATE SIGNED:	8 5 7 7 7 7 7 7 7 7	3642711592 usdocketing@dority-manning.com,kmeye DORITY & MANNING P.O. BOX 1449 GREENVILLE, SOUTH CAROLINA 2960 TIMOTHY A. CASSIDY /timothy a. cassidy/	ers@dority-manning.com			
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#### TRANSFER AGREEMENT

This TRANSFER AGREEMENT ("Agreement") is made and entered into effective as of December 31, 2003 ("Effective Date") by and between

Mattson Thermal Products GmbH, a company incorporated in accordance with the laws of Germany with its principal address at Mattson Thermal Products GmbH, Daimlerstraße 10, 89160 Dornstadt, Germany ("Assignor")

and

Mattson Technology Inc. a company incorporated in accordance with the laws of Delaware with its principal address at Mattson Technology, Inc., 47131 Bayside Parkway Fremont, CA 94538, USA ("Assignee"),

in reference to the following:

- A. Assignor is in the business of developing, manufacturing and distributing of products based on the technology for thermal processing and rapid thermal processing of both thinfilm and thick-film materials for semiconductor and opto-electronic applications and other related products ("Products") and owns several intellectual property rights relating to such business.
- B. Assignee is the indirect parent company of Assignor.
- C. For reasons of facilitation of administering certain group-wide intellectual property rights and the engagement of Assignor as a provider of research and development services as well as contract manufacturing services through separate agreements (Research & Development Services Agreement of January 1, 2004 and Contract Manufacturing Services Agreement of January 1, 2004), it is the parties' intention that Assignor will transfer and assign any and all of its intellectual property rights to Assignee.

Now, therefore, the parties to this Agreement agree as follows:

Section 1 - Assignment of Patents, Trademarks, Know-How and other IP-Rights

1.1 The Assignor irrevocably agrees to transfer and assign, and hereby transfers and assigns to the Assignee any and all of the intellectual property rights that Assignor currently owns, including, but not limited to, the following:

- the patents, patent applications, trademarks, trademark applications, utility models, utility model applications, design patents, design patent applications and other intellectual property rights listed in <u>Schedule 1</u> hereto (Patents and Trademarks);
- (ii) any know-how, specifications, technical data, trade secrets, works of authorship, copyrights, unregistered trademarks, results and other information relating to the

Mattson Technology – Confidential Information Transfer Agreement, Page 1 of 6

SPDOCS, 6387169.10 Version 12/29 FINAL

PATENT REEL: 046572 FRAME: 0133

technology or the Products as identified in <u>Schedule 2</u> hereto (Other Intellectual Property);

- the exclusive and non-exclusive licenses of Assignor relating to patents, trademarks, utility models, design patents and other intellectual property rights owned by third parties (Licenses), if any; and
- (iv) the entire goodwill of Assignor, including but not limited to the Assignor's customer base and information relating thereto.

(together the " IP-Rights").

- 1.2 The transfer also includes inter alia -
  - (i) any current and future rights arising from the IP-Rights, in particular any rights of use, exploitation or licensing relating to the IP-Rights;
  - (ii) any claims vis-à-vis third parties arising from the use, exploitation or violation of the IP-Rights, in particular any compensation claims, claims for injunction, claims for destruction, claims for information, claims on account of unjust enrichment in case of violation of IP-Rights as well as any claims derived from a transfer of use to third parties; and
  - (iii) any current or future claims vis-à-vis third parties which the Assignor may have in relation to the licensing or other transfer for use irrespective of their nature, including in particular any current and future claims of the Assignor for licence fees or other fees for the use of the IP-Rights or claims for indemnity.
- 1.3 The Assignee hereby accepts such assignment.

1.4 As of the Effective Date, Assignee will be responsible for the costs related to the maintenance, prosecution and defense of the IP-Rights.

#### Section 2 - Registration of IP-Rights

2.1 The Assignee is entitled to apply for the recordal of the change of ownership and/or the registration of the assignment of the IP-Rights hereunder in its own name or in the name of a trustee named by the Assignee with the German Patent and Trademark Office and any other foreign authorities where the IP-Rights are registered or where the respective applications are pending. The Assignor hereby instructs its representative which attends to the registration and administration of the IP-Rights to act for the Assignor in effectuating the recordal of change of ownership and/or the registration of the assignment of the IP-Rights to the Assignee or to any third party named by the Assignee in order to completely satisfy the purpose of this agreement.

> Mattson Technology – Confidential Information Transfer Agreement, Page 2 of 6

SPDOCS, 6387169.10 Version 12/29 FINAL

PATENT REEL: 046572 FRAME: 0134

2.2 Any fees incurred in the registration of the assignment or the recordal of change of ownership will be borne by the Assignee.

#### Section 3 - Liability, Representations and Warranties

3.1 The Assignor warrants and represents that it has no present knowledge from which it can be inferred that (i) the IP-Rights are invalid, (ii) the Assignor is not entitled to transfer and assign to Assignee the IP-Rights, (iii) the exercise of the IP-Rights infringes rights of third parties, or (iv) the IP-Rights are subject to any lien, security interest, encumbrance or pledge.

3.2 Except as provided in Section 3.1, Assignor makes no express representations or warranties. The Assignor hereby disclaims all implied representations and warranties, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

3.3 Regardless of the legal theory on which claims are based, including, but not limited to, breach of contract, tort and statute, Assignor shall not be liable for (i) any indirect, special, consequential or incidental damages, and (ii) any direct damages, unless and to the extent the Assignor causes damages intentionally or by gross negligence.

#### Section 4 - Documentation, Provision of Information

4.1 The Assignor hereby assigns to the Assignee title to the entire documentation including, but not limited to original filing documents, and any original documents issued by the German Patent and Trademarks Office or any other competent authority including any authority abroad existing both currently and in the future, referring to the content, scope, protection and transfer of the IP-Rights. Upon execution of this Agreement, title to the current documentation referring to the IP-Rights is transferred to the Assignee, title to all documentation to be received or drafted in the future shall be transferred to the Assignee upon receipt thereof by the Assignor, or upon drafting of such documentation. The delivery of the documentation assigned hereunder to the Assignee shall be substituted by an agreement pursuant to which the Assignor shall keep the documentation in custody for the Assignee, free of charge and with the diligence of a prudent businessman.

4.2 Insofar as the IP-Rights or other rights assigned to the Assignee hereunder are contested, used in an unauthorised way, impaired or endangered due to the levying of execution or other measurements by third parties, the Assignor is obliged to notify the Assignee thereof without undue delay. The Assignor furthermore undertakes to inform the Assignee of any notification and any correspondence with the German Patent and Trademark Office or other registration authorities. The Assignor shall deliver copies of such notifications or correspondence to the Assignee on request by the Assignee.

### Section 5 - Consideration, Value of IP-Rights

Mattson Technology – Confidential Information Transfer Agreement, Page 3 of 6

SPDOCS, 6387169.10 Version 12/29 FINAL

PATENT REEL: 046572 FRAME: 0135

5.1 In consideration for the transfer and assignment of the IP-Rights, Assignee shall pay to Assignor the lump sum amount of twelve million nine hundred seventy thousand EURO ( $\in$  12,970,000), payable on the Effective Date, this amount being based on a preliminary determination.

5.2 If, in the course of a review, the equitable determination of an independent expert reached accordant to Sec. 317 German Civil Code deviates more than three (3) percent from the preliminary determination, the consideration shall be adapted accordingly. This adaptation shall include the aforementioned three (3) percent. If such determination deviates more than twenty (20) percent from the preliminary determination, the adaptation of consideration shall in no event exceed twenty (20) percent.

5.3 The payments made under this Section 5 shall be subject to statutory VAT.

Section 6 - Miscellaneous

6.1 Should any provision of this Agreement be or become wholly or in part invalid or unenforceable, the remaining parts of this Assignment shall not be affected. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision, which approximates as closely as possible to the economic purpose of the invalid or unenforceable provision.

6.2 Any amendments to this Agreement (including this subsection) shall be invalid, unless they are made in writing.

6.3 All costs and expenses arising from this Agreement or from amendments thereof and any costs arising from the enforcement or preservation of the Assignee's rights hereunder shall be borne by the Assignee.

6.4 This Agreement, and any disputes arising out of or in connection with this Agreement, shall be governed by and construed in accordance with the laws of California, excluding its rules governing conflicts of laws. The courts located within California shall have exclusive jurisdiction to adjudicate any disputes arising out of or in connection with this Agreement. The parties hereby consent to the personal jurisdiction of the courts located in California for the resolution of disputes hereunder. The prevailing party in any legal proceeding brought by one party against the other party and arising out of or in connection with this Agreement shall be entitled to recover its legal expenses, including court costs and reasonable attorneys' fees.

6.5 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties, whether written or oral, relating to the same subject matter. No modification, amendments or supplements to this Agreement shall be effective for any purpose unless in writing and signed by each party. Approvals or consents hereunder of a party shall be invalid, unless made in writing.

> Mattson Technology – Confidential Information Transfer Agreement, Page 4 of 6

SFDOC8, 6387169.10 Version 12/29 FINAL

PATENT REEL: 046572 FRAME: 0136

30 Dez. '03 19:01

 ${\mathbb Q}_{2}$ 

The parties have caused this Agreement to be executed by their duly authorized representatives effective as of the Effective Date.

Mattson Thermal Products GmbH	Mauson
BY: L. Myunce,	BY:
NAMP: Indeer Viefnies	NAME:

NAME: LINGER VICTORS

TITLE: Managing Director DATE: 12 - 30 - 03

Matison	Technology Inc.
BY:	
	Dave Dution
TITLE	President and CEO
DATE	

Mattson Technology - Confidential Information Transfer Agreement, Page 5 of 6 SPOX3. 6387169.10 Yandas 12/29 Fived.

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The parties have caused this Agreement to be executed by their duly authorized representatives effective as of the Effective Date.

 $(\mathbf{x}_{i})$ 

Mattson Thermal Products GmbH

BY

NAME: Ludger Viefhues

TITLE: Managing Director

DATE:

Mattson Technology Inc. BY:

NAME: Dave Dutton

TITLE: President and CEO

12/30/03\_\_\_ DATE:

Mattson Technology – Confidential Information Transfer Agreement, Page 5 of 6

SPOCS, 6387169.10 Version 12/29 FINAL

5

# TABLE OF SCHEDULES

Schedule 1 – Patents and Trademarks

Schedule 2 – Other Intellectual Property

Mattson Technology – Confidential Information Transfer Agreement, Page 6 of 6

SFDOCS, 6387169.10 Version 12/29 FINAL

<u>Schedule 1 – Patents and Trademarks</u> To the Transfer Agreement of December 31, 2003 between Mattson Thermal Products GmbH and Mattson Technology, Inc.

#### **Patents and Patents Applications** 1.

Registration/Publication No.	Application No.	Application Date	Country	Co-owner	Status
10156441A1	10156441	16/11/2001	DE	none	Issued
19637194C2	19637194	12/09/1996	DE	none	Pending
10140791A1	10140791	20/08/2001	DE	none	Pending
10119741A1	10119741	23/04/2001	DE	none	Pending
1022879B 1022879A	1022879	23/05/2002	DE	none	Pending
EP 1323182A2 (WO/023594)	01971981	30/08/2001	EP	Maitson Thermal Products Inc.	Pending
EP 1297398A2 (WO/003160)	01960419	29/06/2001	EP	none	Pending
EP 1933968	01933968	16/05/2001	EP	none	Pending
	EP01/07435	29/06/2001	EP	none	Pending
	EP02/04790	02/05/2002	EP	none	Pending
	EF02/08310	26/07/2002	EP	none	Pending
WO 03/019625 A3	EP 200208310	26/07/2002	Patent Corporation Treaty ("PCT")	Roters, Georg; Chung, Hin Yin	Pending
WO 03/019625 A2	EP 200208310	26/07/2002	PCT	Roters, Georg; Chung, Hin Yin	Pending
WO 02/095804 A8	EP 200205683	23/05/2002	PCT	Hauf, Markus; Striebel, Christoph	Pending
WO 02/095803 A1	EP 200204791	02/05/2002	PCT	Hauf, Markus; Striebel, Christoph	Pending

Mattson Technology - Confidential Information Transfer Agreement, Schedule 1, Page 1 of 13

Registration/Publication No.	i Application No.	Application Date	Country	Co-owner	Status
WO 02/095795 A3	EP 200204790	02/05/2002	PCT	Pelzmann, Arthur; Drechsler, Martin and others	Pending
WO 02/095795 A2	EP 200204790	02/05/2002	PCT	Pelzmann, Arthur; Drechsler, Martin and others	Pending
WO 02/089190 A3	DE 200201321	10/04/2002	PCT	Infineon Technologies AG and others	Pending
WO 02/089190 A2	EP 200204345	19/04/2002	PCT	Rotters, Georg, Mader, Roland and others	Pending
WO 02/086958 A1	EP 200204345	19/04/2002	PCT	Rotters, Georg, Mader, Roland and others	Pending
WO 02/33735 A3	EP 200110649	14/09/2001	PCT	Falter, Manfred	Pending
WO 02/33735 A 2	EP 200110649	14/09/2001	PCT	Falter Manfred	Pending
WO 02/23594 A3	EP 200109969	30/08/2001	PCT	Mattson Thermal Products Inc.	Pending
WO 02/23594 A2	EP 200109969	30/08/2001	PCT	Mattson Thermal Products Inc.	Pending
WO 02/3160 C1	EP 200107435	29/06/2001	PCT	Blersch, Werner; Urban, Jochen and others	Pending
WO 02/3160 A1	EP 200107435	29/06/2001	PCT	Blersch, Werner; Urban, Jochen and others	Pending
WO 01/88974 A1	EP 200105537	16/05/2001	PCT	Lerch, Wilfried; Niess, Jürgen	Pending
	2001-584475	16/05/2001	JP	none	Pending
	10 2002- 7015483	16/05/2001	KR	none	Pending
	20020737-9	16/05/2001	SG	none	Pending
	10/276,767	16/05/2001	US	none	Pending

Mattson Technology - Confidential Information Transfer Agreement, Schedule 1, Page 2 of 13

Registration/Publication No.	No.	Application Date		Co-owner	Status
	90 111 854	17/05/2001	TW	none	Pending
	EP01/10649	14/09/2001	PCT	none	Pending
	90 125 319	12/10/2001	TW	none	Issued
	19/399,380	16/04/2003	US	none	Pending
	2002-508161	29/06/2001	IP	none	Pending
	2003-7000062	29/06/2001	KR	none	Pending
	2003-0037-4	29/06/2001	SG	none	Pending
	10/332,119	29/06/2001	US	none	Pending
	02771633	02/05/2002	CN	none	Pending
	091117128	31/07/2002	TW	none	Pending
······	2003-522985	26/07/2002	JP	none	Pending
	2003-7009953	26/07/2002	KR	none	Pending
	200303287-7	26/07/2002	JP	none	Pending
······································	091117128	31/07/2002	TW	none	Pending
	10255098	26/11/2002	DE	none	Pending
	WO 03/12690	13/11/2003	PCT	None	Pending
5,359,693		07/14/92	US	none	Issued
42 23 133		07/14/92	DE	none	Issued
5.580,830		02/13/95	US		Issued
44 07 377		03/05/94	DE	none	Issued
5,628,564		03/01/95	US	none	Issued
44 14 391.5		04/26/94	DE	none	Issued
5,861,609	08/537,409	10/01/95	US	Steag RTP, Inc.	Issued
44 37 361	-	10/19/94	DE	none	lssued
5,727,017		03/01/98	US	none	Pending
195 13 749		04/11/95	DE	Infineon Technologies AG	Issued

Mattson Technology – Confidential Information Transfer Agreement, Schedule 1, Page 3 of 13

Registration/Publication No.	Application No.	Application Date	Country	Co-Owner	Status
5,837,555	08/631,265	04/12/96	US	noue	Issued
5,872,889	08/778,245	01/08/97	US	none	Issued
5,051,512	08/838,627	04/11/97	US	none	Issued
5,100,149	08/886,215	07/01/97	US	none	lssued
	EP 98 934 997.2	06/26/98	EP: DE, FR, GB, IT	none	Pending
125084	87110348	06/26/98	TW	none	Issued
	506272	06/25/98	JP	none	Pending
353956	7012564	06/25/98	KR	none	Issued
69494	9905815-8	06/25/98	SG	none	Issued
5,870,526	08/895,665	07/17/97	US	none	Issued
EP 1012358	698 03 783	07/10/98	EP	none	lssued
	1.012.358	07/10/98	FR	none	lssued
	1 012 358	07/10/98	GB	none	lssued
	1 012 358	07/10/98	<u> </u> rr	none	Issued
87110756	148804	07/03/98	TW	None	Issued
503 268		07/10/98	JP	none	Pending
1999-7009715	353499	07/10/98	KR	none	Issued
9903529-7		07/10/98	so	none	Issued
08/920,614	5,841,110	08/27/97	US	none	Issued
98948869.7	698 01 920	08/26/98	EP	nome	Issued
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87 114 065	114593	08/26/98	TW	none	Issued
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379359	7001960	08/26/98	KR	none	Issued
9905759-8	69456	08/26/98	SG	none	Issued
5,935,650	nomer con	10/01/97	US	none	Issued
EP 98 955 450.6	08/953.590	10/14/98	EP	none	Pending

Mattson Technology – Confidential Information Transfer Agreement, Schedule 1, Page 4 of 13

Registration/Publicati No.	ion Application No.	Application Date	Country	Co-Owner	Sinus
517 442		10/14/98	JP	none	lssued
370282	7004110	10/14/98	KR	none	Issued
71479	200001188-2	10/14/98	SG	none	Issued
	87 117 173	10/17/98	l TW	none	Pending
5,965,047	08/960,150	10/01/97	US	none	issued
	EP 98965140.1	10/23/98	EP	none	Pending
159 424	87 117 547	10/23/98	TW	none	lssued
	518410	10/23/98	IP	none	Pending
338893	7004311	10/23/98	KR	none	lssued
	200001189-0	10/23/98	SG	none	Issued
6,005,226		11/24/97	US	none	Issued
98956932.2	08/977,019	11/18/98	EP	none	Issued
698 05 327		11/18/98	DE	None	Issued
1 034 561			FR	Bone	Issued
1 034 561			GB	pone	Issued
1 034 561			Ir	none	Issued
	522611	11/18/98	JP	none	Pending
370280	7005661	11/18/98	KR	none	lssued
72504	20002323-4	11/18/98	SG	none	Issued
124396	87 119 301	11/20/98	rw	none	Issued
6,077,751	09/015,441	01/29/98	US	none	Issued
	99 932 463	01/20/99	EP: DE, FR, GB, IT	none	Pending
529748		01/20/99	JP	none	Pending
: 	7008262	01/20/99	KR	none	Pending
73,690	20002927-2	01/20/99	SG	none	Issued
124,636	88 100 878	01/21/99	TW	none	Issued
6,191,392	09/208,955	12/08/98	US	none	Issued
6,369,363	09/789,942	12/08/98	US	none	Issued

Mattson Technology -- Confidential Information Transfer Agreement, Schedule 1, Page 5 of 13

Registration/Publication	n Application No.	Application Date	Country	Co-Owner	Status
 198 55 683.7	198 55 683	Aucunnuccummumm	DE	none	Pending
18930	87 120 318	12/08/98	TW	none	Issued
	9805352-3	12/08/98	SG	none	Pending
	98123129	12/04/98	EP: DE, FR, GB, IT	none	Pending
3403099	348 407	12/08/98	JP	none	Issued
326491	1998-53614	12/08/98	KR	none	Issued
19852321.1		11/12/98	DE	none	Issued
	98122887.7	12/02/98	EP	none	Pending
348 408	3 190 632	12/08/98	JP	none	Issued
316 445	1998-53615	12/08/98	KR	none	Issued
	9805335-8	12/08/98	SG	none	Pending
	09/208,954	12/08/98	US	none	Pending
119 811	87 119957	12/02/98	TW	none	Issued
6,316,747	09/623,841	02/25/99	US	none	Issued
199 05 050.3	199 05 050	02/08/99	DE	none	Issued
99915537.7		25/02/99	EP	none	Issued
599 01 793		25/02/99	DE	none	Issued
1 060 503	1 060 503		FR	none	Issued
1 060 503	1 060 503		GB	none	Issued
1 060 503			Î.T	none	Issued
75460	20004792-8	02/25/99	SG	none	Issued
	535032	02/25/99	JP	none	Pending
	7009610	02/25/99	KR	none	Pending
129533	88 102 837	02/25/99	TW	none	Issued
199 05 524.6		02/10/99	DE	none	Pending
	09/913,269	01/19/00	US	none	Pending
	00902611.3	01/19/00	EP: DE, FR, GB, IT	none	Pending
144645	89 102 058	02/08/00	TW	пове	Issued
199 64 181 1	199 64 181 1	04/17/00	DE	none	Pending

Mattson Technology - Confidential Information Transfer Agreement, Schedule 1, Page 6 of 13

Registration/Publicatio No	n Application Ne	<ul> <li>Application</li> <li>Dure</li> </ul>	i tountri	Lo-Owner	Status
199 64 183.8	199 64 183.8	04/17/00	DE	none	Pending
199 34 299	199 34 299	07/21/99	DE	none	Issued
99944301		07/28/99	EP	none	Issued
599 03 040	599 03 040	07/28/99	DE	none	lssued
1 101 085	1 101 085	07/28/99	FR	none	Issued
1 101 085	1 101 085	07/28/99	GB	aone	Issued
1 101 085	1 101 085	07/28/99		none	lssued
	562726	07/28/99	JP	none	Pending
	7001146	07/28/99	KR	none	Pending
78690	200100336-7	07/28/99	50	none	Issued
119998	88 112 805	07/28/99	TW	none	Issued
6,561,694	09/744,880	07/28/99	US	none	Issued
6,311,016	09/171,786	02/26/98	US	Sony	lssued
	P09 043166	02/27/97	JP	Sony	Pending
19880398		02/26/98	DE	Sony	Pending
	98-708461	02/26/98	KR	Sony	Pending
······································	97102852	02/26/98	rw	Sony	Issued
6,311,016	09/171,786	02/26/98	US		
19821007.8		05/01/98	DE	none	Pending
99 924 851		04/30/99	EP: DE, FR, GB, IT	none	Pending
126530	88 106 813	04/28/99	TW	none	Issued
	7012586	04/30/99	KR	none	Pending
	548521	04/30/99	JP	none	Pending
	20006352-9	04/30/99	sg	none	Pending
	09/700.577	04/30/99	US	none	Pending
36 27 598		08/14/86	DE, bought	none	lssued
	DD 295 950	09/17/90	DE, bought	none	lssued
	DD 297 037	04/27/90	DE, bought	none	Issued

Mattson Technology - Confidential Information Transfer Agreement, Schedule 1, Page 7 of 13

Negistration/Publica No.	tion Application Ne	). Application Date	Country	Co-Owner	Status
5,449,428	09/209,735	12/11/98	US	none	Issued
	99962206.1		EP: DE, FR, GB, IT	none	Pending
	2000-488793	12/03/99	JP	none	Pending
	7007286	12/03/99	KR	none	Pending
80900	200102794-5	12/03/99	SG	none	Issued
88 121 540	140458	12/09/99	TW	none	Granted
	09/245,139	02/04/99	US	uone	Pending
	00906209.2	01/19/00	EP: DE, FR, GB, IT	none	Pending
165262	89 101 567	01/29/00	TW	none	Issued
	2000-597828	01/29/00	JP	none	Pending
	7009803	01/29/00	KR	none	Pending
	20010370-0	01/29/00	SG	none	Pending
199 27 962.4		06/18/99	DE	none	Pending
	00 934 959	04/20/00	EP: DE, FR, GB, IT	none	Pending
	2000-616050	04/20/00	JP	none	Pending
	70114005	04/20/00	KR	none	Pending
84411	200106567-1	04/20/00	SG	none	Issued
	09/980,754	04/20/00	US	none	Pending
	89 108 337	05/02/00	TW	none	Pending
	199 20 871	05/01/99	DE	none	Pending
	00 929 412	04/22/00	EP: DE, FR, GB, IT	none	Pending
	2000-617489	04/22/00	IP	none	Pending
	7013561	04/22/00	KR	none	Pending
	200106450-0	04/22/00	SG	none	Pending
	10/069,826	04/22/00	lus	none	Pending
145785	89 108 654	05/05/00	TW	none	Issued
199 23 400.0		05/01/99	DE	none	Pending
299 24 042		05/21/99	DE	none	Issued

Matison Technology – Confidential Information Transfer Agreement, Schedule 1, Page 8 of 13

Registration/Publication	n Application No	<ul> <li>Application</li> <li>Date</li> </ul>	Country	Co-Owner	Status
	00 927 028	04/22/00	EP: DE, FR, GB, IT	none	Pending
	2000-619972	04/22/00	JP	none	Pending
	7014794	04/22/00	KR	none	Pending
a.ga	200106693-5	04/22/00	SG	none	Pending
5,614,005	09/979,646	04/22/00	US	none	Issued
141 139	89109607	05/18/00	ΓW	none	Issued
199 52 374		10/01/99	DE	none	Pending
299 19 095		10/30/99	DE	none	Issued
199 52 015		10/01/99	DE	none	Pending
	00 979 480.1	09/29/00	EP	none	Pending
	2002-7005519	09/29/00	KR	none	Pending
	200202466-9	09/29/00	SG	none	Pending
10/111,736		09/29/00	US	none	Pending
175453		10/20/00	TW	none	Issued
199 52 017	89 122 079	10/01/99	DE	none	Pending
	00 972 808	10/19/00	EP	none	Pending
	2001-534189	10/19/00	JP	none	Pending
	2002-7005516	10/19/00	KR	none	Pending
	00202467-7	10/19/00	SG	none	Pending
	10/111,737	10/19/00	US	none	Pending
154 855	89 122 630	10/27/00	TW	none	Issued
199 57 758		12/01/99	DE	none	Issued
	00981319.7	11/29/00	EP	none	Pending
	2001-542368	11/29/00	JP	none	Pending
	2002-7007017	11/29/00	KR	none	Pending
	200203179-7	11/29/00	SG	none	Pending
	10/148,565	11/29/00	US	none	Pending
100 03 639		01/28/00	DE	none	Issued
	01 901 179.0	01/19/01	EP	none	Pending

Mattson Technology – Confidential Information Transfer Agreement, Schedule 1, Page 9 of 13

Registration/Publicat No.	ion Application No	. Application Date	i Country	Co-Owner	Status
	2001-555121		JIP	none	Pending
	10-2002- 7009638	01/19/01	KR	none	Pending
	200204475-8		SG	none	Pending
	10/182,594	01/19/01	US	none	Pending
156739	90 101 432	01/20/01	TW	none	Issued
196 37 194		09/12/96	DE	none	lssued
1222021		07/04/92	DE	none	Issued
5,449,799		07/06/93	US/bought	none	Issued
100 24 710		05/01/00	DE	none	Pending
EP 1933968	······	05/16/01	EP	none	Pending
	2001-584475	05/16/01	JP	none	Pending
	10 2002- 7015483	05/16/01	KR	none	Pending
	200207237-9	05/16/01	SG	none	Pending
	10/276,767	05/16/01	US	none	Pending
	90 111 854	05/17/01	TW	none	Pending
100 51 125.2		10/16/00	DE	none	Pending
	EP01/10649	09/14/01	PCT: EP, JP, KR, SG, US	none	Abandoned
	90 125 319	10/12/01	TW	none	Issued
	10/399,380	04/16/03	US	none	Pending
100 26 180.9		05/26/00	DE	none	Pending
100 24 709.1		05/18/00	DE	none	Pending
100 32 465		06/04/00	DE	none	Pending
	EP01/07435	06/29/01	EP	none	Pending
	2002-508161	06/29/01	JP	none	Pending
	2003-7000062	06/29/01	KR	none	Pending
	2003-0037-4	06/29/01	SG	none	Pending
	10/332,119	06/29/01	US	none	Pending
100 08 829.5		02/25/00	DE	none	Pending

02/25/00 DE none Mattson Technology – Confidential Information Transfer Agreement, Schedule 1, Page 10 of 13

Registration Publication No.	Application No.	Application Date	Country	Co-Owner	Status
	01 905 813	02/21/01	EP	none	Pending
	2001-561808	02/21/01	JP	none	Pending
	2002-7011062	02/21/01	KR	none	Pending
91196	2002-05064-9	02/21/01	SG	none	Issued
	10/220,001	02/21/01	HarmonicI $HarmonicI1EPnone1JPnone1SGnone1SGnone1USnone0USnone0USnone0USnone0USnone0USnone0USnone0USnone0USnone0USnone0USnone0USnone0USnone0USnone0USnone0USnone0VSnone0EPnone02KRnone02DEnone02EPnone02EPnone02EPnone02EPnone01DEnone02EPnone01DEnone01DEnone01DEnone01DEnone01DEnone$	none	Pending
	09/663,946	09/15/00	US	none	Pending
	EP01/09969 01 971 981	08/30/01	EP	none	Pending
170707	90 122 662	09/12/01	TW	none	Issued
	2002-527548	08/30/01	lip	none	Pending
	10-2003-700375	08/30/01	KR	none	Pending
	200301618-5	08/30/01	SG	none	Pending
6,600,138	09/836,098	04/17/01	US	none	Issued
	EP1B0201130 02 718 446	04/03/02	EP	none	Pending
	2002-581564	04/03/02	IP	none	Pending
	2003-7013513	04/03/02	KR	none	Pending
	09 1106653	04/02/02	TW	none	Pending
101 25 318		05/23/01	DE	none	Abandoned
102 228 79.5		05/23/02	DE	none	Pending
	EP02/04791 02 743 086	05/02/02	EP	none	Pending
	09 110 9 849	05/10/02	TW	none	Pending
101 56 44 1		11/16/01	DE	none	Pending
	EP02/04790 02 771 633	05/02/02	EP	none	Pending
: 2 :	09 110 9850	+	TW	none	Pending
101 40 791.2	+	08/20/01	DE	none	Pending
EP02/08310	-	07/26/02	EP	none	Pending
, 	091117128	07/31/02	TW	oone	Pending

Mattson Technology - Confidential Information Transfer Agreement, Schedule 1, Page 11 of 13

Registration/Publication	Application No.	Application	Country	Co-Owner	Status
	2003-522985	07/26/02	ЛР	none	Pending
	2003-7009953	07/26/02	KR		Pending
	200303287-7	07/26/02	SG		Pending
12 12 12 12 12 12	10/386,163	03/10/03	US	none	Pending
102 55 098		11/26/02	DE	none	Pending
	PCT/EP03/12690	11/13/03	PCT	pone	Pending
102 36 896		08/12/02	DE	Infineon	Pending
	PCT/EP 03/08220	07/25/03	PCT	Infineon	Pending
	09 92121596	08/07/03	TW	Infineon	Pending
102 60 672.2		12/23/02	DE	none	Pending
102 60 673.0		12/23/02	DE	none	Abandoned
103 29 107		06/27/03	DE	none	Pending
	60/483,425	06/27/03	US	none	Pending
103 43 692		09/18/03		none	Pending

# 2. Trademarks and Trademark Applications

Trademark	Application or Registration Number	Application or Registration Date	Country	Status/owner
HELIOS	30248592	Feb 2 2002	DE	Registered Mattson Thermal Products GmbH
MATTSON HELIOS	30248591	Feb 14 2003	DE	Registered Mattson Thermal Products GmbH
HELIOS	78232331	Apr 1 2003	USA	Pending Mattson Thermal Products GmbH
HELIOS	808125	Apr 2 2003	International Registration	Registered Mattson Thermal Products GmbH
EVOLUTION	2342599	Apr 18 2000	USA	Registered STEAG AST Elektronik GmbH
EVOLUTION	39834831	Feb 3 2000	DE	Registration STEAG RTP Systems

Mattson Technology – Confidential Information Transfer Agreement, Schedule 1, Page 12 of 13

Trademark	Application or Registration Number	Application or Registration Date	Country	Status/owner
				GmbH
EVOLUTION	98 766110	Dec 23 1998	France	Registered STEAG RTP Systems GmbH
EVOLUTION	6281 98 RM	Dec 23 1998	Italy	Pending STEAG AST Elektronik GmbH
SHIELD ENHANCED RTP	2637668	Oct 15 2002	USA	Registered STEAG RTP Systems GmbH
SHIELD ENHANCED RTP	30051849	Sep 1 2000	DE	Registered STEAG RTP Systems GmbH
SHIELD ENHANCED RTP	753049	Jan 11 2001	International Registration	Registered STEAG RTP Systems GmbH
EZ-DTC	30070119	Dec 5 2000	DE	Registration STEAG RTP Systems GmbH
CERAMIC SHIELD	300701187	Sep 19 2000	DE	Pending STEAG RTP Systems GmbH
STEAG AST	2163108	Jun 25 1999	United Kingdom	Registered STEAC RTP Systems GmbH

Mattson Technology – Confidential Information Transfer Agreement, Schedule 1, Page 13 of 13

#### **Schedule 2 - Other Intellectual Property**

To the Transfer Agreement of December 31, 2003 Between Mattson Thermal Products GmbH and Mattson Technology, Inc.

The transferred Intellectual Property Rights include, without limitation, any and all knowhow, procedures, processes, ideas, technical improvements, specifications, technical data, results, text, works of authorship, unregistered trademarks, and other information and intellectual property relating to the business, products, technology and activities of Mattson Thermal Products GmbH, including the following activities:

#### Specific Product-related Activities:

#### Product: "Helios" RTP Product Series

- 1 Development of Low-temperature Control Hardware and Control Algorithms to expand current Process Applications Suite
- 2 Development of a Improved Chamber Coating for Selective Reflective to Improve Ability to Achieve Rapid Wafer Cooling and Improved Wafer Throughput
- 3 Development of FACe Algorithms/Software as part of program to Develop an Improved Chamber Coating for Selective Reflective to Improve Ability to Achieve Rapid Wafer Cooling and Improved Wafer Throughput
- 4 Concept & Feasibility (C&F) Program to Evaluate Designs for a New Helios Process Chamber with Improved Wafer Rotation Capability and Control and having a Smaller Volume to Allow Improved Wafer Throughput
- 5 Development of a 200-mm Wafer Version of the Current 300-mm Helios Process Chamber
- 6 Development of a Beta Version of the "Fast Shutters" Option for Improving Current USJ Process Capability
- 7 Other hardware and software improvements as identified as required to meet specific customer requirements and/or to meet overall the product's continuous improvement plan (CIP).

### Product: "3000" RTP Product Series

- 1 Development of Hardware to Allow Increased Throughput for Steam Process Applications
- 2 Development of Hardware and Control Software to Allow Improved Wafer Rotation Capability and Control to Improve Overall System Reliability and Wafer Throughput
- 3 Other hardware and software improvements as identified as required to meet specific customer requirements and/or to meet overall the product's continuous improvement plan (CIP).

Mattson Technology - Confidential Information Transfer Agreement, Schedule 2, Page 1 of 3

> PATENT REEL: 046572 FRAME: 0153

SFDOCS, 6387172.2 Version 12/29 FINAL

### Non-specific product-related activities:

#### Activity: Current and Future Ultra-shallow Junction (USJ) Anneal Requirements

- 1 Development of Fundamental Understanding of Future Technology Node Requirements for USJ Anneals in Particular 45nm and 32nm Technology Nodes
- 2 Development of C&F Hardware and Software to Evaluate Proposed Technology Solutions for Future USJ Process Requirements

# Activity: Current and Future Technology Node Requirements for High-k Materials and Associated Thermal Anneal Applications and Related Process Requirements

- 1 Development of Fundamental Understanding of Current and Future Technology Node Requirements for USJ Anneals in Particular 45nm and 32nm Technology Nodes
- 2 Development of C&F Hardware and Software to Evaluate Proposed Technology Solutions for Current and Future Process Requirements

# Activity: Current and Future Technology Node Requirements for Low-temperature and Other Thermal Processing Applications and Related Process Requirements

- Development of Fundamental Understanding of Current and Future Technology Node Requirements for USJ Anneals in Particular 45nm and 32nm Technology Nodes
- 2 Development of C&F Hardware and Software to Evaluate Proposed Technology Solutions for Current and Future Process Requirements

## Activity: Current and Future Technology Node Requirements for Temperature and Emissivity Measurement and Control to Advance Capability for All Thermal Processing Related Applications

- 3 Development of Fundamental Understanding of Current and Future Technology Node Requirements for USJ Anneals in Particular 45nm and 32nm Technology Nodes
- 4 Development of C&F Hardware and Software to Evaluate Proposed Technology Solutions for Current and Future Process Requirements

Mattson Technology - Confidential Information Transfer Agreement, Schedule 2, Page 2 of 3

SFDOCS, 6387172.2 Version 12/29 FINAL

#### **External Joint Development Programs and Activities:**

Activity: Future Ultra-thin Nitridation (UTN) for Gate Dielectric Applications (Currently a Informal Activity with a Prof. Waag at University of Braunschweig and AMD-Dresden)

- Development of Fundamental Understanding of Future Technology Node Requirements for Dielectric Gate Materials and Anneals in Particular 45nm and 32nm Technology Nodes
- 2 Development of C&F Process, Hardware and Software to Evaluate Proposed Technology Solutions for Future Process Requirements

Activity: Development of New Joint Development Programs to Further the Technical and Business Requirements for Thermal Processing and Rapid Thermal Processing of Materials and Devices Used in the Fabrication of Semiconductor and Optoelectronic Devices as Required by Device Manufacturers for Current and Future Device Applications

- Development of Fundamental Understanding of Future Technology Node Requirements for Other Materials and Anneals in Particular 45nm and 32nm Technology Nodes not previously described
- 2 Development of C&F Process, Hardware and Software to Evaluate Proposed Technology Solutions for Future Process Requirements

Mattson Technology – Confidential Information Transfer Agreement, Schedule 2, Page 3 of 3

SFDOCS, 6387172.2 Version 12/29 FINAL

**RECORDED: 05/03/2018**