

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT5926053

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DAVID J COUMOU	03/11/2019
YURIY ELNER	03/24/2019
DANIEL M GILL	03/22/2019
AUNG TOE	03/22/2019
ELDRIDGE M MOUNT IV	03/13/2019
SHAUN SMITH	12/26/2019
RECEIVING PARTY DATA	
Name:	MKS INSTRUMENTS, INC.
Street Address:	2 TECH DRIVE, SUITE 201
City:	ANDOVER
State/Country:	MASSACHUSETTS
Postal Code:	01810
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16297799
CORRESPONDENCE DATA	
Fax Number:	(248)641-0270
<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:	248-641-1600
Email:	troy@mailroom@hdp.com, jcatanese@hdp.com
Correspondent Name:	HARNES, DICKEY & PIERCE, P.L.C.
Address Line 1:	5445 CORPORATE DRIVE
Address Line 2:	SUITE 200
Address Line 4:	TROY, MICHIGAN 48098
ATTORNEY DOCKET NUMBER:	3197-000129-US
NAME OF SUBMITTER:	JENNIFER CATANESE
SIGNATURE:	/Jennifer Catanese/
DATE SIGNED:	01/23/2020

Total Attachments: 12

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ASSIGNMENT

Each person signing below ("Assignor") has made or authorized to be made the following patent applications ("Patent Applications"):

U.S. Application No. 16,297,799, filed March 11, 2019, claiming priority to U.S. Provisional Application No. 62/690202, filed June 26, 2018, titled Adaptive Control For A Power Generator.

The Patent Applications disclose, whether claimed or unclaimed, inventions ("Inventions"), of which Assignor believes Assignor is an original inventor or an original joint inventor.

MKS Instruments, Inc. ("Assignee"), having a place of business at 2 Tech Drive, Suite 201, Andover, Massachusetts 01810, desires to acquire all right, title, and interest in and to "Intellectual Property" as defined below.

Assignor acknowledges and confirms any prior assignment(s) or obligation(s) of assignment from Assignor to Assignee of any part of the Intellectual Property.

For good and valuable consideration, the receipt and adequacy of which is acknowledged, Assignor irrevocably assigns, sells, and transfers all legal and equitable right, title, and interest in and to the Intellectual Property to Assignee. Assignee acknowledges and accepts the assignment, sale, and transfer. The right, title, and interest shall be held and enjoyed by Assignee and Assignee's successors in interest to the full end of any term, and to the full extent, as the Intellectual Property would have been held and enjoyed by Assignor if no assignment had been made to Assignee.

The Intellectual Property includes:

- a. the Inventions;
- b. the Patent Applications;
- c. any application to which one of the Patent Applications could have claimed priority or benefit directly or indirectly, where "application" encompasses (i) applications filed under the laws and treaties of the United States, other countries, regions, and international bodies, (ii) provisional patent applications and non-provisional patent applications, and (iii) other applications for the protection of intellectual property, including applications for utility models, design patents, and statutory invention registrations;
- d. any application that claims or could have claimed priority to or benefit of one of the Patent Applications directly or indirectly (including divisionals, continuations, continuations-in-part, patents of addition, and non-U.S. applications);
- e. any application, whether or not linked by priority/benefit claim to the Patent Applications, that describes or claims at least one of the Inventions;
- f. any official grant (including a United States Patent) arising from any application identified in parts (a)–(e);
- g. any modification or extension of any official grant, including reissues, reexaminations, renewals, substitutes, patents of addition, and extensions;

- h. any improvements to the Inventions that were conceived by Assignor prior to execution of this Assignment; and
- i. all interest in works of authorship by Assignor related to the Inventions, whether reproduced in the Patent Applications or not, and including computer code, user interfaces, graphic works, and the Patent Applications themselves, including the written descriptions, the drawings, and the claims.

The right, title, and interest include:

- a. the right to claim priority to any application, official grant, and modification or extension of the Intellectual Property;
- b. all copyrights and other rights associated with the Intellectual Property in each jurisdiction, including, for any work of authorship, the exclusive rights to (i) produce copies or reproductions of the work of authorship and sell those copies or reproductions, (ii) import and export the work of authorship, (iii) create derivative works of the work of authorship, (iv) perform or display the work of authorship publicly, and (v) transmit or display the work of authorship electronically; and
- c. all rights to sue for, and recover for, infringements of, or liabilities for, the Intellectual Property, including those infringements occurring and liabilities accruing prior to execution of this Assignment.

Assignor requests, in each country in which an application encompassed by the Intellectual Property is filed, that any official whose duty it is to make an official grant (such as the Director of the country's Patent Office) issue the official grant to Assignee.

Assignor represents that Assignor has not, and agrees that Assignor will not, enter into any assignment, sale, license, agreement, transfer, or encumbrance that would conflict with this Assignment. Assignor further agrees not to challenge, or assist in any challenge to, the Intellectual Property.

Assignor agrees to fully cooperate ("Cooperation") with Assignee and Assignee's successors in interest to (i) acquire or defend title to the Intellectual Property, (ii) make, prosecute, and issue applications identified in the Intellectual Property, (iii) defend the validity of the Intellectual Property, and (iv) enforce the Intellectual Property. The cooperation encompasses proceedings in front of administrative tribunals (such as an appeals board of the United States Patent and Trademark Office or the Patent Office of any other country, region, or international body) and in courts of law or equity in any country, region, or international body. The proceedings include litigation (such as disputes regarding validity, infringement, and indemnification), reexamination proceedings, reissue proceedings, interference proceedings, derivation proceedings, opposition proceedings, post-grant review, *inter partes* review, covered business method review, and any similar proceedings.

Cooperation includes, at Assignee's request and without further or other compensation beyond the good and valuable consideration recited above, (i) promptly reviewing and executing all truthful instruments or documents, (ii) promptly providing Assignee with all pertinent facts and documents relating to the Intellectual Property as may be known and accessible to Assignor, and (iii) testifying truthfully, under oath if necessary, orally and in writing.

For any reason, including by operation of law, in any respect and in any jurisdiction:


- a. to the extent that the assignment, sale, and transfer fails, Assignor grants Assignee an unconditional, irrevocable, perpetual, worldwide, fully paid-up, royalty-free, exclusive license, including the right to sublicense;
- b. to the extent that the exclusive license fails, the exclusive license shall operate as a non-exclusive license; and
- c. to the extent that the non-exclusive license fails, Assignor grants Assignee, Assignee's successors in interest, and each of their respective direct and indirect customers, a covenant not-to-sue, binding on Assignor's successors in interest.

If any provision of this Assignment is determined to be invalid or unenforceable for any reason, including by operation of law, all other provisions shall remain in full force and effect, and the court or tribunal making such a finding shall substitute an enforceable provision that most closely reflects the original.

Assignor grants Harness, Dickey & Pierce, P.L.C. the power and authority to insert the corresponding application numbers, filing dates, and titles in the spaces provided above for any of the Patent Applications after execution of this Assignment.

Attorney No.: 3197-000129-US

Inventor's Signature:


David J. COUMOU

WITNESS

Witness Signature:



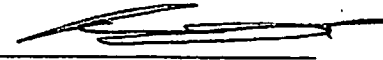
Witness Name: William Heist

Witness Date:

3/11/19

WITNESS

Witness Signature:



Witness Name: Brian Ashe

Witness Date:

3/11/19

Inventor's Signature:

Yuriy ELNER, Deceased

By _____, Executor or Administrator of Estate

WITNESS

Witness Signature:

Witness Name:

Witness Date:

WITNESS

Witness Signature:

Witness Name:

Donna M. Sutter

Witness Date:

Inventor's Signature: _____
David J. COUMOU

WITNESS

Witness Signature: _____

Witness Name: William Heist

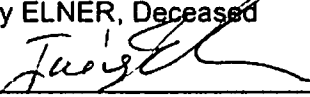
Witness Date: _____

WITNESS

Witness Signature: _____

Witness Name: Brian Ashe

Witness Date: _____

Inventor's Signature: _____
Yuriy ELNER, Deceased
By , Executor or Administrator of Estate
Irina Elner

WITNESS

Witness Signature: 

Witness Name: DENIS ROZIN

Witness Date: 3/24/19

WITNESS

Witness Signature: 

Witness Name: ALEX ERMAKOV

Witness Date: 3/24/2019

Inventor's Signature: _____
Aung TOE

WITNESS

Witness Signature: _____

Witness Name: _____


Witness Date: _____

WITNESS

Witness Signature: _____

Witness Name: _____

Witness Date: _____

Inventor's Signature: 
Daniel M. GILL

WITNESS

Witness Signature:  _____

Witness Name: Mason Masole


Witness Date: 3/22/19

WITNESS


Witness Signature:  _____

Witness Name: Carly Strang


Witness Date: 3/22/19

Inventor's Signature: 
Aung TOE

WITNESS

Witness Signature: 
Witness Name: Andy Ortiz
Witness Date: 3/22/19

WITNESS

Witness Signature: 
Witness Name: Emily Zuber
Witness Date: 03/22/2019

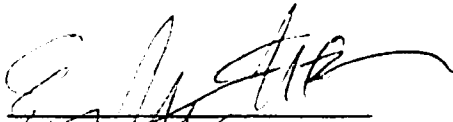
Inventor's Signature: _____
Daniel M. GILL

WITNESS


Witness Signature: _____
Witness Name: _____
Witness Date: _____

WITNESS

Witness Signature: _____
Witness Name: _____
Witness Date: _____

Inventor's Signature: 
Eldridge M. MOUNT, IV

WITNESS

Witness Signature: 

Witness Name: Sheila A. Johnson

Witness Date: 3/13/19

WITNESS

Witness Signature: 

Witness Name: Donna M. Sutter

Witness Date: 3/13/2019

Inventor's Signature: _____
Shaun SMITH

WITNESS

Witness Signature: _____

Witness Name: _____

Witness Date: _____

WITNESS

Witness Signature: _____

Witness Name: _____

Witness Date: _____

Inventor's Signature: Eldridge M. MOUNT, IV

WITNESS

Witness Signature: _____

Witness Name: _____

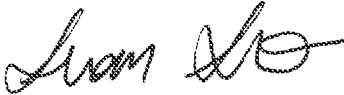
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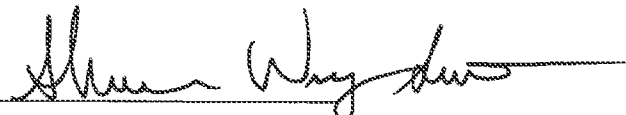
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Witness Name: _____

Witness Date: _____

Inventor's Signature: 
Shaun SMITH

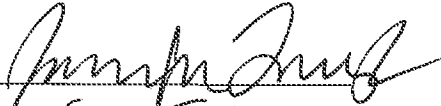
WITNESS

Witness Signature: 

Witness Name: Shauna Wright-Smith

Witness Date: 12/26/19

WITNESS

Witness Signature: 

Witness Name: Jennifer Taylor

Witness Date: 12/27/19

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**CONFIDENTIAL INFORMATION AGREEMENT OF
MKS INSTRUMENTS, INC.**

CONFIDENTIAL INFORMATION AGREEMENT

In consideration of my present and/or future employment by MKS (as defined below), and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned (the "Employee") hereby agrees as follows:

(1) **Inventions and Patents.**

(b) The Employee agrees that all right, title and interest relating to the Inventions shall be the sole and exclusive property of MKS and its assigns, as works made for hire or otherwise. The Employee hereby assigns, and agrees to assign, to MKS and its assigns without further compensation all of the right, title and interest of the Employee in and to the Inventions and all benefits and/or rights resulting therefrom (including, without limitation, patents and other forms of intellectual property). If the Employee uses or discloses the Employee's own confidential information or intellectual property when acting within the scope of the Employee's employment or otherwise on behalf of MKS, MKS will have and the Employee hereby grants to MKS a perpetual, irrevocable, worldwide royalty-free, non-exclusive, sublicensable right and license to exploit and exercise all such confidential information and intellectual property rights.

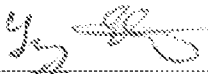
(d) The Employee agrees to assist, during the Employee's employment by MKS and at any time thereafter, MKS and/or its nominee(s) in every reasonable way (entirely at the expense of MKS and/or its nominee(s)) to obtain for the benefit of MKS letters patent for the Inventions and trademarks, trade names and copyrights relating to the Inventions, and any renewals, extensions or reissues thereof, in any and all countries, and agrees to make execute, acknowledge and deliver, at the request of MKS, all written applications for letters patent, trademarks, trade names and copyrights relating to the Inventions and any renewals, extensions or reissues thereof, in any and all countries, and all documents with respect thereto, and all powers of attorney relating thereto and, without further compensation, to assign to MKS or its nominee(s) all the right, title and interest of the Employee in and to such applications and to any patents, trademarks, trade names or copyrights which shall thereafter issue on any such applications, and to execute, acknowledge and deliver all other documents deemed necessary by MKS to transfer to and vest in MKS all of the right, title and interest of the Employee in and to the Inventions, and to such trademarks, trade names, patents and copyrights together with exclusive rights to make, use, license and sell them throughout the world. The Employee hereby irrevocably designates and appoints MKS as the Employee's agent and attorney-in-fact to act for and in the Employee's behalf to execute and file any document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by the Employee.

(9) **Miscellaneous.** This Agreement shall be binding upon, and inure to the benefit of, MKS and the Employee and their respective heirs, legal representatives, successors and assigns. This Agreement may be assigned by MKS to its successors and assigns, and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by said successors or assigns. The provisions of this Agreement shall survive the termination of the employment of the Employee. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, excluding its conflict of laws and choice of law rules, and jurisdiction over any action to enforce this Agreement, or any dispute arising from or relating to this Agreement shall subsist solely in the state and/or federal courts located within the Commonwealth of Massachusetts. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement may be executed in any number of counterparts, each of which, when executed by both parties to this Agreement shall be deemed to be an original, and all of which counterparts together shall constitute one and the same instrument. This Agreement may be amended, modified, or terminated, and any right under this Agreement may be waived in whole or in part, only by a writing signed by both an authorized representative of MKS and the Employee. The failure of either party hereto to enforce any right under this Agreement shall not be construed to be a waiver of that right, or of damages caused thereby, or of any other rights under this Agreement. This Agreement encompasses the entire agreement of the parties with respect to the rights and obligations relating to the subject matter hereof, and there are no other agreements or understandings, either written or oral, with respect thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as a sealed instrument, all as of the day, month and year set forth below.

EMPLOYEE:

10/9/06
Date


Legal Signature

MKS:

Date

Authorized MKS Representative