## 506249405 09/14/2020

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6296150

| SUBMISSION TYPE:      | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT     |

#### **CONVEYING PARTY DATA**

| Name                  | Execution Date |
|-----------------------|----------------|
| KEVIN M. O'BRIEN      | 04/03/2018     |
| THOMAS PATRICK DUFFEY | 04/03/2018     |
| JOSHUA JON THORNES    | 04/04/2018     |

## **RECEIVING PARTY DATA**

| Name:           | CYMER, LLC            |
|-----------------|-----------------------|
| Street Address: | 17075 THORNMINT COURT |
| City:           | SAN DIEGO             |
| State/Country:  | CALIFORNIA            |
| Postal Code:    | 92127                 |

## **PROPERTY NUMBERS Total: 1**

| Property Type       | Number   |
|---------------------|----------|
| Application Number: | 16980467 |

## **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.

**Phone:** 7037650030

**Email:** docketing@dmipgroup.com

Correspondent Name: DIBERARDINO MCGOVERN IP GROUP LLC

Address Line 1: PO BOX 7126

Address Line 4: ALEXANDRIA, VIRGINIA 22307

| ATTORNEY DOCKET NUMBER: 2018P00009WOUS/002-165US1 |                     |
|---|---------------------|
| NAME OF SUBMITTER:                                | JENNIFER AUGSBURGER |
| SIGNATURE:  | /jenn augsburger/   |
| DATE SIGNED:                                      | 09/14/2020          |

**Total Attachments: 3** 

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PATENT 506249405 REEL: 053759 FRAME: 0033

| For Administrative Purposes                      |   |                                    |
|--|---|------------------------------------|
| Assignee's internal reference:                   | 2018P00009-CN                             |                                    |
| Counterpart or related patent application of, or | Country, liling date & application number | Initials of administrator and data |
| for, the assigned subject matter below:          | "   |                                    |
|  |   |                                    |
|  |   |                                    |
| tor, are assigned subject matter below:          |   |                                    |

#### ASSIGNMENT

In consideration of good and valuable consideration received by the ASSIGNOR(s), namely:

| NAME OF (1)                 | Kevin M. O'Brien                                     | <u>  (2)</u> | Thomas Patrick Duffey |  |
|-----------------------------|--|--------------|-----------------------|--|
| ASSIGNOR(S) (3)             | Joshua Jon Thomes                                    | (4)          |                       |  |
| (5)                         |  | (6)          |                       |  |
| the receipt and sufficiency | of which are acknowledged by the ASSIGNOR(s), the Al |              |                       |  |

NAME OF **ASSIGNEE** and ADDRESS

| Cymer, U.C                  |
|-----------------------------|
| 17075 Thornmint Court       |
| San Diego, California 92127 |
| USA                         |

and its or their successors, assigns and legal representatives (together and individually hereinafter "ASSIGNEE") and to the extent already assigned or transferred to ASSIGNEE by operation of law or by a general obligation between the ASSIGNOR(s) and ASSIGNEE, the ASSIGNOR(s) hereby confirm(s) and formalize(s) the assignment and transfer to ASSIGNEE of, the entire and exclusive right, title and interest for all countries, regions, territories, and other jurisdictions throughout the world, in, to and under the invention(s), improvements thereof, and all patent applications, provisional and non-provisional, (including without limitation all patent applications claiming priority and/or benefit, including without limitation all divisional, continuation, continuation-in-part, substitute, renewal and release applications), patents (including without limitation extensions, reissues and renewals thereof), and other intellectual property protection (including without limitation all utility modals, designs and inventor certificates, and applications, extensions, renewals and reissues for the same) therefore, together with, though not in any way of limitation, all rights of priority under the international Convention for the Protection of Industrial Property and all other laws and international agreements, the right to apply for patents in ASSIGNEE's name(s), and all rights to bring suit, collect damages and settle suits for past, present or luture infringements thereof, known as

| TITLE OF THE INVENTION | SPECTRAL FEATU         | RE SELECTION AND P           | ULSE TIMING CONTROL C | F A PULSED LIGHT BEAM |
|------------------------|------------------------|------------------------------|-----------------------|-----------------------|
|                        | ☐ Which is filed herew | ith, or                      |                       |                       |
|                        | ○ For which a patent a | pplication was executed and/ | or filled for:        |                       |
|                        | U.S.A.                 | March 30, 2018               | US                    | 62/650,898            |
| ·                      | Country                | Date                         | Country abbreviation  | Application number    |

AND the ASSIGNOR(s) hereby authorize(s) and request(s) any government agency, office or official whose duty includes issuing patents or other evidence or forms of intellectual property protection on or for the aforesaid invention(s) and application(s) (including, without limitation, all applications filed in or for China, Europe, Jepan, Korea, the Netherlands, United Kingdom, Germany, France, Italy, Talwan, Singapore and the United States), to issue the same to ASSIGNEE, as the assignee(s) of all rights, title, interests thereto and/or as the applicant(s) therefore;

AND the ASSIGNOR(s) agree(s) that the attorney of record in the aforesaid application(s) shall hereinafter act on behalf of ASSIGNEE;

AND the ASSIGNOR(s) acknowledge(s) that the aforesaid invention(s) was/were made in the framework of a specific relationship to ASSIGNEE and that in this relationship the ASSIGNOR(s) is/are bound to use specific knowledge to create inventions similar to the aforesaid invention(s):

AND the ASSIGNOR(s) acknowledge(s) that the ASSIGNOR(s)'s salary or other remuneration includes fair and reasonable compensation for the assignment hereunder of the subject matter herein assigned;

AND the ASSIGNOR(s) agree(s), without further remuneration, to communicate to ASSIGNEE any facts known to the ASSIGNOR(s) respecting the aforesaid invention(s), and all related patent applications, patents, and other intellectual property protection mentioned above, and to testify in any legal proceeding, sign any lawful papers, execute any applications, make any rightful oaths or declarations, and generally provide all assistance, cooperation and information reasonably necessary for ASSIGNEE to perfect title in, prepare, complete, presecute, obtain, maintain, preserve, enforce and/or defend the aforesaid invention(s) and all related patent applications, patents and other intellectual property protection mentioned above, and grant(s) ASSIGNEE a perpetual and irrevocable power of attorney to execute and sign in the name(s) and on behalf of the ASSIGNOR(s) any documents of any nature in pursuit of the aforesaid;

> PATENTISP00009-GN US -- Cymer Inventions

> > **REEL: 053759 FRAME: 0034**

AND the ASSIGNOR(s) agree(s) not to contest or aid in contesting the validity, enforceability or ownership of the aforesaid invention(s) and all related patent applications, patents, and other intellectual property protection mentioned above;

AND the ASSIGNOR(s) represent(s) and warrant(s) to have the full right to convey the subject matter herein assigned, to have obtained the consent, if applicable, of all joint owners and all inventors to the subject matter assigned herein, to have not made and will not make any agreement or license in conflict herewith, and to have not encumbered and will not encumber by any grant, license or right the subject matter herein assigned:

AND the ASSIGNOR(s) has/have not disclosed and will not disclose the aforesaid invention(s) to any third party, except with the prior written consent of ASSIGNEE, prior to the date of earliest publication of the aforesaid application(s);

AND the ASSIGNOR(s) hereby authorize(s) any attorneys or other representatives of ASSIGNEE to insert hereon any further identification necessary or desirable for recordation of this document, including without limitation any applicable patent or patent application number:

AND, to the extent there is a conflict between the agreement herein and any previous agreement between ASSIGNEE and any or all of the ASSIGNOR(s), the ASSIGNOR(s) agree(s) that the agreement herein controls and supersedes any such conflicting previous agreement;

AND, where permitted by law, the ASSIGNOR(s) agree(s) that the agreement herein supersedes, modifies and/or supplements the law to the extent the agreement herein provides ASSIGNEE greater rights and protections than available under the law;

AND the ASSIGNOR(s) and ASSIGNEE irrevocably waive their rights to rescind the agreement herein, including, without limitation, on the basis of article 6: 258, 265, or 270 of the Dutch Civil Code;

AND the ASSIGNOR(s) agree(s) that the agreement herein shall be exclusively construed under and governed by United States federal law and the laws of Delaware with the exclusion of conflicts of law rules;

AND the ASSIGNOR(s) agree(s) that any dispute arising from or in relation to the agreement herein shall be submitted to the exclusive jurisdiction and venue of a court of competent jurisdiction in the states of Connecticut, Arizona, or California in the United States of America, unless ASSIGNEE in its sole discretion prefer(s) to submit such dispute to an arbitration, whereby the arbitral tribunal shall be composed of one arbitrator, the place of arbitration shall be in the states of Connecticut, Arizona, or California, and the arbitral procedure shall be conducted in the English language;

AND the ASSIGNOR(s) and ASSIGNEE agree that if any provision of the agreement herein is deemed to be unenforceable, void, ittegal or invalid, it shall be modified so as to make it valid and enforceable, and as so modified the agreement herein shall remain in full force and effect.

| *************************************** | ASSIGNOR(S)           | DATE SIGNED |
|---|-----------------------|-------------|
| 1);                                     | 14-8                  | 4/3/2018    |
| Name:                                   | Kevin M. O'Brien      |             |
| 2):                                     | Thoug Patricks,       | 1/2/2018    |
| Name:                                   | Thomas Patrick Duffey | Date        |
| 3):                                     |                       |             |
| Name:                                   | Joshua Jon Thomes     | Date        |

|                 | ASSIGNEE   | DATE SIGNED |
|-----------------|--|-------------|
| Company:        | Cymer, LLC   | Date:       |
| Signor<br>Name: | Antonius J.M. van Hoef<br>Senior Vice President and Chief<br>Intellectual Property Counsel |             |

3

AND the ASSIGNOR(ii) agree(s) not to contest or aid in contenting the validity, enforceability or ownership of the aforesaid invention(s) and all related patent applications, patents, and other intellectual property projection mentioned above.

AND the ASSIGNOR(s) represent(s) and warrant(n) to have the full right to convey the subject matter herein assigned, to have obtained the consent, if applicable, of all joint owners and all inventors to the subject matter assigned herein, to have not made and will not encumber by any grant, license or right the subject matter herein assigned.

AND the ASSIGNOR(s) bashave not disclosed and will not disclose the aloresaid invention(s) to any third party, except with the prior unition consent of ASSIGNEE, prior to the date of earliest publication of the aloresaid application(s):

AND the ASSIGNOR(s) hereby authorize(s) any attorneys or other representatives of ASSIGNEE to insert hereon any further identification necessary or desirable for recontation of this document, including without limitation any applicable patent or patent application number.

AND, to the extent there is a condict between the agreement herein and any previous agreement between ASSIGNEE and any or all of the ASSIGNOR(s), the ASSIGNOR(s) agree(s) that the agreement herein controls and supersides any such conditing previous agreement.

AND, where permitted by taw, the ASSIGNOP(s) agree(s) that the agreement herein supersedes, modifies and/or supplements the law to the extent the agreement herein provides ASSIGNEE greater rights and protections than available under the law;

AND the ASSIGNOR(s) and ASSIGNEE immocrably waive their rights to rescind the agreement herein, including, without limitation, on the basis of article 6: 258, 265, or 270 of the Datch Civil Code;

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AND the ASSKONORies and ASSKONORIES agree that if any provision of the agreement herein is dearmed to be unemicrosable, void, if agail or invalid, it shall be modified so as in make it valid and enforceable, and as so modified the agreement herein shall remain in the force and affect.

|       | ASSIGNOR(S)  | DATE SIGNED |
|-------|--|-------------|
| 1):   |  |             |
| Name: | Kevin M. O'Srien   |             |
| 2):   |  |             |
| Name: | Thomas Patrick Outley  |             |
| 3):   | atin filment and the second and the | 4/4/2018    |
| Name: | Josha Jon Thomas   | 7 Oata      |

|                 | ASSIGNEE / 1/1// /   | date signed |
|-----------------|--|-------------|
|                 |  |             |
| Company:        | Cymer, LLC   | Claire      |
| Signor<br>Name: | Antonius J.M. van Hoef<br>Senior Vice President and Chief<br>Intellectual Property Coursel |             |

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