

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6479780

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DANIEL T. MUDD	07/15/2016
MARSHALL B. GRILL	07/15/2016
NORMAN L. BATCHELOR II	07/15/2016
SEAN PENLEY	09/25/2017
MICHAEL MAEDER	09/25/2017
PATTI J. MUDD	09/25/2017
ZACHARIAH EZEKIEL MCINTYRE	08/05/2019
TYLER JAMES WRIGHT	08/01/2019
MATTHEW ERIC KOVACIC	08/01/2019
CHRISTOPHER BRYANT DAVIS	08/01/2019
RECEIVING PARTY DATA	
Name:	ICHOR SYSTEMS, INC.
Street Address:	3185 LAURELVIEW CT.
City:	FREMONT
State/Country:	CALIFORNIA
Postal Code:	94538
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17027333
CORRESPONDENCE DATA	
Fax Number:	(215)735-9305
<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:	2157359302
Email:	uspto@thebellesgroup.com
Correspondent Name:	THE BELLES GROUP, P.C.
Address Line 1:	1800 JOHN F. KENNEDY BLVD, SUITE 1010
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103
ATTORNEY DOCKET NUMBER:	RENO-030-US-M

NAME OF SUBMITTER:	OLIVIA BOLDUC
SIGNATURE:	/Olivia Bolduc/
DATE SIGNED:	01/05/2021

Total Attachments: 27

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ASSIGNMENT & DECLARATION

WHEREAS, We, Marshall B. Grill, and Norman L. Batchelor, II (hereinafter the "Assignors"), residing at 6400 Sharlands Ave., Unit B1010, Reno, NV 89523, and 2975 Parkland Dr., Sparks, NV 89434 (respectively), believe we are the original joint inventors of certain inventions or improvements claimed and/or disclosed in an application(s) for Letters Patent which we have made, entitled FLOW CONTROL SYSTEM, METHOD, AND APPARATUS, filed as U.S. Provisional Patent Application Serial No. 62/357,113 on June 30, 2016; and

WHEREAS, the above-identified application was made or authorized to be made by us.

WHEREAS, we hereby acknowledge that any willful false statement made in this Assignment & Declaration is punishable under 18 U.S.C 1001 by fine or imprisonment of not more than five (5) years, or both.

WHEREAS, Reno Technologies, Inc. (hereinafter the "Assignee"), of 1105 N. Market Street, Suite 1300, Wilmington, DE 19899, is desirous of acquiring the entire right, title and interest in and to the said inventions or improvements and in and to the said applications, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in any and all countries, including the right to file, prosecute and to otherwise pursue said applications, in the name of Assignee as Applicant, and to said inventions or improvements in any and all jurisdictions.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, We, said Assignors, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over to said Assignee, the entire right, title and interest in and to said invention or improvement and said application and any and all continuations, divisionals, non-provisionals, and renewals of and substitutes for said applications, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in the United States and any and all other countries, and any reissue or reissues or extension or extensions of said Letters Patent, and assign to and authorize said Assignee, to file prosecute and otherwise pursue, in the name of Assignee as Applicant, applications for Letters Patent in all countries, the same to be held and enjoyed by said Assignee, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent, respectively, may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by us had this assignment, sale and transfer not been made.

AND We hereby covenant that we have full right to convey the entire interest herein assigned and that we have not executed and will not execute any agreement in conflict herewith, and we further covenant and agree that we will each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said inventions or improvements, said applications and said Letters Patent to said Assignee, its successors, assigns, nominees, or legal representatives, and we agree to communicate to said Assignee or to its nominees all known facts respecting said inventions or improvements, said applications and said Letters Patent, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers and divisional, continuing, reissue and foreign applications, to make all

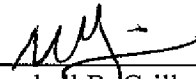
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rightful oaths, and generally to do everything possible to aid said Assignee, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit proper patent protection for said inventions or improvements in any and all countries, all such actions to be at the sole expense of Assignee.

AND, We hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue to said assignee, as assignee of the entire right, title and interest, any and all Letters Patent for said inventions or improvements, including any and all Letters Patent of the United States which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of the assignment.

IN WITNESS WHEREOF, We have hereunto set our hand and seal.

7/15/16
Date


Marshall B. Grill
Inventor

Date

Norman L. Batchelor, II
Inventor

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rightful oaths, and generally to do everything possible to aid said Assignee, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit proper patent protection for said inventions or improvements in any and all countries, all such actions to be at the sole expense of Assignee.

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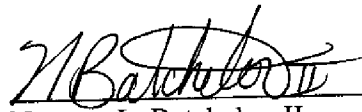
IN WITNESS WHEREOF, We have hereunto set our hand and seal.

Date

15 July 2016 p

Date

Marshall B. Grill
Inventor



Norman L. Batchelor, II
Inventor

ASSIGNMENT & DECLARATION

WHEREAS, I, Daniel T. Mudd (hereinafter the "Assignor"), residing at 2750 Sequoia Lane, Reno, NV 89502, believe I am an original inventor of certain inventions or improvements claimed and/or disclosed in an application(s) for Letters Patent entitled FLOW CONTROL SYSTEM, METHOD, AND APPARATUS, filed as U.S. Provisional Patent Application Serial No. 62/357,113 on June 30, 2016.

WHEREAS, the above-identified application was made or authorized to be made by me.

WHEREAS, I hereby acknowledge that any willful false statement made in this Assignment & Declaration is punishable under 18 U.S.C 1001 by fine or imprisonment of not more than five (5) years, or both.

WHEREAS, Reno Technologies, Inc. (hereinafter the "Assignee"), of 1105 N. Market Street, Suite 1300, Wilmington, DE 19899, is desirous of acquiring the entire right, title and interest in and to the said inventions or improvements and in and to the said applications, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in any and all countries, including the right to file, prosecute and to otherwise pursue said applications, in the name of Assignee as Applicant, and to said inventions or improvements in any and all jurisdictions.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, I, said Assignor, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over to said Assignee, the entire right, title and interest in and to said invention or improvement and said application and any and all continuations, divisionals, non-provisionals, and renewals of and substitutes for said applications, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in the United States and any and all other countries, and any reissue or reissues or extension or extensions of said Letters Patent, and assign to and authorize said Assignee, to file prosecute and otherwise pursue, in the name of Assignee as Applicant, applications for Letters Patent in all countries, the same to be held and enjoyed by said Assignee, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent, respectively, may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by me had this assignment, sale and transfer not been made.

AND I hereby covenant that I have full right to convey the entire interest herein assigned and that I have not executed and will not execute any agreement in conflict herewith.

AND, I hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue to said assignee, as assignee of the entire right, title and interest, any and all Letters Patent for said inventions or improvements, including any and all Letters Patent of the United States which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of the assignment.

PATENT

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

7/15/2016
Date

Daniel T. Mudd
Daniel T. Mudd
Inventor

ASSIGNMENT & DECLARATION

WHEREAS, We, Michael Maeder and Sean Penley (hereinafter the "Assignors"), residing at 3895 Lisa Court Apt. B, Reno, NV 89503, and 2525 Rio Alayne Ct., Sparks, NV 89436, (respectively), believe we are the original joint inventors of certain inventions or improvements claimed and/or disclosed in an application(s) for Letters Patent which we have made, entitled METHOD OF ACHIEVING IMPROVED TRANSIENT RESPONSE IN APPARATUS FOR CONTROLLING FLOW AND SYSTEM FOR ACCOMPLISHING SAME, filed concurrently herewith; and

WHEREAS, the above-identified application was made or authorized to be made by us.

WHEREAS, we hereby acknowledge that any willful false statement made in this Assignment & Declaration is punishable under 18 U.S.C 1001 by fine or imprisonment of not more than five (5) years, or both.

WHEREAS, Reno Technologies, Inc. (hereinafter the "Assignee"), of 1105 N. Market Street, Suite 1300, Wilmington, DE 19899, is desirous of acquiring the entire right, title and interest in and to the said inventions or improvements and in and to the said applications, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in any and all countries, including the right to file, prosecute and to otherwise pursue said applications, in the name of Assignee as Applicant, and to said inventions or improvements in any and all jurisdictions.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, We, said Assignors, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over to said Assignee, the entire right, title and interest in and to said invention or improvement and said application and any and all continuations, divisionals, non-provisionals, and renewals of and substitutes for said applications, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in the United States and any and all other countries, and any reissue or reissues or extension or extensions of said Letters Patent, and assign to and authorize said Assignee, to file prosecute and otherwise pursue, in the name of Assignee as Applicant, applications for Letters Patent in all countries, the same to be held and enjoyed by said Assignee, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent, respectively, may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by us had this assignment, sale and transfer not been made.

AND We hereby covenant that we have full right to convey the entire interest herein assigned and that we have not executed and will not execute any agreement in conflict herewith, and we further covenant and agree that we will each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said inventions or improvements, said applications and said Letters Patent to said Assignee, its successors, assigns, nominees, or legal representatives, and we agree to communicate to said Assignee or to its nominees all known facts respecting said inventions or improvements, said applications and said Letters Patent, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers and divisional, continuing, reissue and foreign applications, to make all

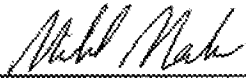
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rightful oaths, and generally to do everything possible to aid said Assignee, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit proper patent protection for said inventions or improvements in any and all countries, all such actions to be at the sole expense of Assignee.

AND, We hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue to said assignee, as assignee of the entire right, title and interest, any and all Letters Patent for said inventions or improvements, including any and all Letters Patent of the United States which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of the assignment.

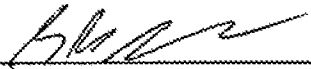
IN WITNESS WHEREOF, We have hereunto set our hand and seal.

9/25/2017
Date



Michael Maeder
Inventor

9/25/2017
Date



Sean Penley
Inventor

ASSIGNMENT & DECLARATION

WHEREAS, We, Daniel T. Mudd and Patti J. Mudd (hereinafter the "Assignor"), residing at 2750 Sequoia Lane, Reno, NV 89502, believe we are the original joint inventors of certain inventions or improvements claimed and/or disclosed in an application(s) for Letters Patent entitled METHOD OF ACHIEVING IMPROVED TRANSIENT RESPONSE IN APPARATUS FOR CONTROLLING FLOW AND SYSTEM FOR ACCOMPLISHING SAME, filed concurrently herewith; and

WHEREAS, the above-identified application was made or authorized to be made by me.

WHEREAS, I hereby acknowledge that any willful false statement made in this Assignment & Declaration is punishable under 18 U.S.C 1001 by fine or imprisonment of not more than five (5) years, or both.

WHEREAS, Reno Technologies, Inc. (hereinafter the "Assignee"), of 1105 N. Market Street, Suite 1300, Wilmington, DE 19899, is desirous of acquiring the entire right, title and interest in and to the said inventions or improvements and in and to the said applications, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in any and all countries, including the right to file, prosecute and to otherwise pursue said applications, in the name of Assignee as Applicant, and to said inventions or improvements in any and all jurisdictions.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, I, said Assignor, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over to said Assignee, the entire right, title and interest in and to said invention or improvement and said application and any and all continuations, divisionals, non-provisionals, and renewals of and substitutes for said applications, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in the United States and any and all other countries, and any reissue or reissues or extension or extensions of said Letters Patent, and assign to and authorize said Assignee, to file prosecute and otherwise pursue, in the name of Assignee as Applicant, applications for Letters Patent in all countries, the same to be held and enjoyed by said Assignee, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent, respectively, may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by me had this assignment, sale and transfer not been made.

AND I hereby covenant that I have full right to convey the entire interest herein assigned and that I have not executed and will not execute any agreement in conflict herewith.

AND, I hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue to said assignee, as assignee of the entire right, title and interest, any and all Letters Patent for said inventions or improvements, including any and all Letters Patent of the United States which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of the assignment.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

9/24/2017
Date

9/25/2017
Date

Daniel T. Mudd
Daniel T. Mudd
Inventor

Patti J. Mudd
Patti J. Mudd
Inventor

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “Agreement”) is entered into as of May 24, 2019 (the “Effective Date”), by and between Ichor Systems, Inc., a Delaware corporation (“Assignee”), Reno Sub-Systems, Inc., a Delaware corporation (“Reno Sub-Systems”) and its wholly-owned subsidiary Reno Technologies, Inc., a Delaware corporation (“Reno Technologies”, each an “Assignor,” and together the “Assignors”). Each of Assignee and the Assignors are referred to herein as a “Party” and collectively as the “Parties”.

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of the Effective Date, by and among Assignee and the Assignors (as may be amended from time to time, the “Purchase Agreement”), each Assignor has agreed to assign to Assignee, and Assignee has agreed to accept from each Assignor, all right, title and interest of the Assignors in, to and under the Transferred Intellectual Property, upon the terms set forth in the Purchase Agreement

WHEREAS, capitalized terms used but not defined herein shall have the meaning given them in the Purchase Agreement; and

WHEREAS, concurrently with the execution and delivery of this Agreement, the Assignors and Assignee are entering into a separate Assignment and Assumption Agreement and Bill of Sale to effectuate the assignment, transfer, conveyance and delivery to Assignee of all right, title and interest of the Assignors in, to and under the Acquired Assets (other than the Transferred Intellectual Property assigned hereunder) as contemplated in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties each agree as follows:

1. ASSIGNMENT.

(a) Effective as of the Closing, each Assignor hereby sells, conveys, assigns, and transfers to Assignee, and Assignee hereby accepts, all right, title and interest in, to and under the Transferred Intellectual Property, including:

(i) the patents and patent applications that are owned by each Assignor that are set forth on Schedule A (collectively, the “Patents”), including all reissues, continuations, continuations-in-part, revisions, divisionals, extensions, reexaminations and foreign equivalents thereof, together with all income, royalties, damages and payments due or payable at the Closing or thereafter (including damages and payments for past or future infringements or other violations thereof), the right to sue and recover for past infringements or other violations thereof, and any and all corresponding rights that, now or hereafter, that may be secured throughout the world; and

(ii) the trademarks, service marks, trade names and all registrations, applications and renewals in connection therewith, together with the goodwill of the business associated therewith, owned by each Assignor that are set forth on Schedule B (collectively, the “Transferred Trademarks”) and the domain names owned by each Assignor that are set forth on Schedule C (collectively, the “Transferred Domain Names”), in each case, together with the right to apply for and maintain any applications, registrations or renewals therefor, all income, royalties, damages and payments due or payable at the Closing or thereafter (including damages and

payments for past or future infringements, dilution (as applicable) or other violations thereof), the right to sue and recover for past infringements, dilution (as applicable) or other violations thereof, and any and all corresponding rights that, now or hereafter, that may be secured throughout the world.

2. AUTHORIZATION. Each Assignor hereby authorizes and requests that the Commissioner for Patents and Trademarks record Assignee as the assignee and owner of all right, title and interest in the Transferred Patents and the Transferred Trademarks, including (as applicable) any continuations, divisionals, continuations-in-part, reissues, reexaminations, extensions or renewals thereof, and issue any and all letters patent of the United States with respect to the Transferred Patents to Assignee.

3. FURTHER ASSURANCES. The Assignors shall, at the reasonable request and the cost and expense of Assignee and without demanding any further consideration therefor, do all things necessary, proper, or advisable, to secure, complete, perfect and vest in Assignee all right, title and interest of the Assignors in, to and under the Transferred Intellectual Property and to defend and/or enforce the Transferred Intellectual Property, including (a) executing and delivering, at the reasonable request of Assignee, any documents, papers, forms, declarations, acknowledgements, instruments, authorizations and assignments prepared by Assignee that are reasonably necessary or desirable for securing, completing or vesting in Assignee all right, title and interest of the Assignors in, to and under the Transferred Intellectual Property, (b) providing, at the reasonable request of Assignee, evidence to support such assignment in the event such evidence is reasonably necessary and not otherwise available to Assignee, (c) providing, and obtaining from the respective inventors, prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, powers of attorney, specifications, declarations or other papers and other assistance reasonably necessary for filing patent applications, complying with any duty of disclosure, and conducting prosecution, reexamination, reissue, interference or other priority proceedings, opposition proceedings, cancellation proceedings, public use proceedings, infringement or other court actions and the like with respect to the Transferred Patents and (d) taking such other actions as Assignee may reasonably deem necessary or desirable in order to transfer, convey, and assign to Assignee, and to confirm and perfect Assignee's title to, the Transferred Intellectual Property.

4. TRANSFER OF TRANSFERRED DOMAIN NAMES. In order to establish Assignee's ownership of the Transferred Domain Names, the Assignors shall transfer the Transferred Domain Names electronically to Assignee. Within five (5) business days after the Closing, the Assignors shall execute all documents, papers, forms and authorizations, and take such other actions as are necessary to effectuate the transfer of ownership and control of the Transferred Domain Names to Assignee. A Transferred Domain Name will be deemed transferred when: (a) the domain name registrar for such Transferred Domain Name has confirmed the transfer in accordance with its procedures therefor; (b) the applicable WHOIS database identifies Assignee as the registrant of the Transferred Domain Name; and (c) Assignee has administrative and technical access to the Domain Name, and sole control over where the Domain Name points. Until the transfer process is deemed complete (as set forth above), the Assignors shall take such other reasonable actions at Assignee's request and the Assignors' expense as Assignee may deem necessary or desirable in order to more effectively transfer, convey and assign to Assignee, and to

confirm Assignee's title to, the Transferred Domain Names, and to assist Assignee in exercising all rights with respect thereto.

5. MISCELLANEOUS.

(a) Governing Law; Consent to Jurisdiction.

(i) Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Delaware.

(ii) Consent to Jurisdiction; Waiver of Jury Trial. Consent to General Jurisdiction; Waiver of Jury Trial. THE PARTIES AGREE THAT JURISDICTION AND VENUE IN ANY ACTION BROUGHT BY ANY PARTY PURSUANT TO THIS AGREEMENT SHALL PROPERLY (BUT NOT EXCLUSIVELY) LIE IN ANY STATE OR FEDERAL COURT LOCATED IN WILMINGTON, DELAWARE. BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY IRREVOCABLY SUBMITS TO THE JURISDICTION OF SUCH COURTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY WITH RESPECT TO SUCH ACTION. THE PARTIES IRREVOCABLY AGREE THAT VENUE WOULD BE PROPER IN SUCH COURT, AND HEREBY WAIVE ANY OBJECTION THAT SUCH COURT IS AN IMPROPER OR INCONVENIENT FORUM FOR THE RESOLUTION OF SUCH ACTION. THE PARTIES FURTHER AGREE THAT THE MAILING BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, OF ANY PROCESS REQUIRED BY ANY SUCH COURT SHALL CONSTITUTE VALID AND LAWFUL SERVICE OF PROCESS AGAINST THEM, WITHOUT NECESSITY FOR SERVICE BY ANY OTHER MEANS PROVIDED BY STATUTE OR RULE OF COURT. EACH PARTY HERETO HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY ACTION RELATED TO OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY.

(b) Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each of the Parties hereto. All waivers of rights under this Agreement shall be in writing, and no waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty, covenant or agreement hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

(c) No Conflict. This Agreement is executed and delivered pursuant to the Purchase Agreement, subject to the covenants, representations, warranties and other provisions thereof. No provision set forth in this Agreement shall be deemed to enlarge, alter or amend the terms or provisions of the Purchase Agreement. In the event of any conflict between the provisions of this Agreement and the provisions of the Purchase Agreement, the Purchase Agreement shall control.

(d) Construction. The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction

shall be applied against any Person. The words “include”, “including” and other words of similar import when used herein shall not be deemed to be terms of limitation but rather shall be deemed to be followed in each case by the words “without limitation”.

(e) Effective Time. The effective time of this Agreement is the effective time of the Closing under the Purchase Agreement.

(f) General. This Agreement and the Purchase Agreement contain the entire agreement between the Parties hereto with respect to the transactions contemplated by this Agreement and supersede all prior arrangements, agreements or understandings with respect thereto, whether written or oral. The descriptive headings of this Agreement are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement. Any waiver of any term or condition of this Agreement, or any amendment or supplementation of this Agreement, shall be effective only if in writing and signed by the Parties. A waiver of any breach or failure to enforce any of the terms or conditions of this Agreement shall not in any way affect, limit or waive a party’s rights hereunder at any time to enforce strict compliance thereafter with every term or condition of this Agreement. Notwithstanding any other provision of this Agreement, and except as expressly provided in Section 5.2(a) of the Purchase Agreement, this Agreement shall not create benefits on behalf of any shareholder or employee of any Person, except for the Assignors or Assignee themselves and this Agreement shall be effective only as between the Parties, their successors and permitted assigns (for the avoidance of doubt, the Parties agree that Assignee shall be permitted to assign its rights and obligations under this Agreement to an Affiliate of Assignee). If any term or provision of this Agreement shall, in any jurisdiction, be invalid or unenforceable, such term or provision shall be ineffective as to such jurisdiction to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable such term or provision in any other jurisdiction, or affecting any other provision of this Agreement. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

(Signature page follows)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date by their duly-authorized representatives.

ASSIGNORS

RENO SUB-SYSTEMS, INC.

RENO TECHNOLOGIES, INC.

By: Robert MacKnight

By: _____

Name: Robert MacKnight

Name: Alan Walter

Title: President and Chief Executive Officer

Title: President

ASSIGNEE

ICHOR SYSTEMS, INC.

By: _____

Name: Thomas Rohrs

Title: Chief Executive Officer

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date by their duly-authorized representatives.

ASSIGNORS

RENO SUB-SYSTEMS, INC.

RENO TECHNOLOGIES, INC.

By: _____

By: Alan Walter _____

Name: Robert MacKnight

Name: Alan Walter

Title: President and Chief Executive Officer

Title: President

ASSIGNEE

ICHOR SYSTEMS, INC.

By: _____

Name: Thomas Rohrs

Title: Chief Executive Officer

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date by their duly-authorized representatives.

ASSIGNORS

RENO SUB-SYSTEMS, INC.

RENO TECHNOLOGIES, INC.

By: _____

By: _____

Name: Robert MacKnight

Name: Alan Walter

Title: President and Chief Executive Officer

Title: Chairperson

ASSIGNEE

ICHOR SYSTEMS, INC.

By: 

Name: Thomas Rohrs

Title: Chief Executive Officer

SCHEDULE A

Transferred Patents

Flow Issued Patents

Fluid Mass Flow Control Valve and Method of Operation

Inventor Daniel T. Mudd

Filing Date: July 06, 2001, Issued: Sept. 3, 2002, **Patent #6,443,174**

Small Internal Volume Fluid Mass Flow Control Apparatus

Inventor: Daniel T. Mudd

Filing Date: July 24, 2001, Issued: May 13, 2003, **Patent #6,561,218**

Low Flow Injector to Deliver a Low Flow of Gas to a Remote Location

Inventors: Daniel T. Mudd, Patti J. Mudd

Filing Date: July 20, 2012, Issued July 8, 2014, **Patent #8,770,215**

Flow Node to Deliver a Process Gas Using a Remote Pressure Measurement Device

Inventors: Daniel T. Mudd, Patti J. Mudd

Filing Date: August 20, 2012, Issued 11/17/2015, **Patent #9,188,989**

Gas Delivery System for Outputting Fast Square Waves of Process Gas During Semiconductor Processing

Inventors: Daniel T. Mudd, Patti J. Mudd

Filing Date: 2/18/2014, Issued 9/20/2016, **Patent #9,448,564**

Pressure Based Mass Flow Controller

Inventors: Daniel T. Mudd, Patti J. Mudd

Filing Date: Sept. 09, 2013, Issued 6/27/2017, **Patent #9,690,301**

Pressure Based Mass Flow Controller

Inventors: Daniel T. Mudd, Patti J. Mudd

Filing Date: Sept. 10, 2013, Issued 3/11/2018, **Patent #I617789**

Flow Control System, Method, and Apparatus

Inventors: Daniel T. Mudd, Patti J. Mudd

Filing Date: 3/31/2016, Issued 5/1/2018, **Patent #9,958,302**

Flow Allowed Patents

Flow Control System, Method, and Apparatus

Inventors: Daniel T. Mudd; Marshall B. Grill; Norman L. Batchelor II

Filing Date: June 30, 2017, Application #15/638,742 (to issue as U.S. patent no. 10,303,189)

Flow Non-Provisional Patent Applications

Controlled Delivery of Process Gas Using a Remote Pressure Measurement Device

Inventors: Daniel T. Mudd, Patti J. Mudd

Filing Date: 9/15/2015, Application #14/854,043

Flow Control System, Method, and Apparatus

Inventors: Daniel T. Mudd, Patti J. Mudd

Filing Date: 3/29/2018, Application #15/939,649

Reverse Flow Mode for Regulating Pressure of an Accumulated Volume with Fast Upstream Bleed Down

Inventors: Daniel T. Mudd, Patti J. Mudd

Filing Date: 10/20/2015, Application #14/887,334

Method of Achieving Improved Transient Response in Apparatus for Controlling Flow and System for Accomplishing Same

Inventors: Daniel T. Mudd; Michael Maeder; Sean Penley, Patti J. Mudd

Filing Date: 09/27/2017, Application #15/717,562

Apparatus for Controlling Flow and Method of Calibrating Same

Inventors: Sean Penley, Michael Maeder

Filing Date: December 29th, 2017, Application #15/858,689

Apparatus for Splitting Flow of Process Gas and Method of Operating Same

Inventors: Sean Penley and Marshall Grill

Filing Date: February 22nd, 2019, Application #16/282,737

Flow Control System, Method and Apparatus


Inventors: Dan Mudd and Marshall Grill

Filing Date: April 15th, 2019, Application #16/383,844

SCHEDULE B

Transferred Trademarks

Common Law Trademarks

FastGas
FLOW logo 
FlowNode

SCHEDULE C

Transferred Domain Names

None.

ASSIGNMENT & DECLARATION

WHEREAS, We, Sean Penley, and Marshall B. Grill (hereinafter the "Assignors"), residing at 2525 Rio Alayne Ct., Sparks, NV 89436, and 6400 Sharlands Ave., Unit B1010, Reno, NV 89523 (respectively), believe we are the original joint inventors of certain inventions or improvements claimed and/or disclosed in an application(s) for Letters Patent which we have made, entitled APPARATUS FOR SPLITTING FLOW OF PROCESS GAS AND METHOD OF OPERATING SAME, filed as U.S. Provisional Patent Application Serial No. 62/633,945 on February 22, 2018; and

WHEREAS, the above-identified application was made or authorized to be made by us.

WHEREAS, we hereby acknowledge that any willful false statement made in this Assignment & Declaration is punishable under 18 U.S.C 1001 by fine or imprisonment of not more than five (5) years, or both.

WHEREAS, Reno Technologies, Inc. (hereinafter the "Assignee"), of 1105 N. Market Street, Suite 1300, Wilmington, DE 19899, is desirous of acquiring the entire right, title and interest in and to the said inventions or improvements and in and to the said applications, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in any and all countries, including the right to file, prosecute and to otherwise pursue said applications, in the name of Assignee as Applicant, and to said inventions or improvements in any and all jurisdictions.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, We, said Assignors, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over to said Assignee, the entire right, title and interest in and to said invention or improvement and said application and any and all continuations, divisionals, non-provisionals, and renewals of and substitutes for said applications, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in the United States and any and all other countries, and any reissue or reissues or extension or extensions of said Letters Patent, and assign to and authorize said Assignee, to file prosecute and otherwise pursue, in the name of Assignee as Applicant, applications for Letters Patent in all countries, the same to be held and enjoyed by said Assignee, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent, respectively, may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by us had this assignment, sale and transfer not been made.

AND We hereby covenant that we have full right to convey the entire interest herein assigned and that we have not executed and will not execute any agreement in conflict herewith, and we further covenant and agree that we will each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said inventions or improvements, said applications and said Letters Patent to said Assignee, its successors, assigns, nominees, or legal representatives, and we agree to communicate to said Assignee or to its nominees all known facts respecting said inventions or improvements, said applications and said Letters Patent, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers and divisional, continuing, reissue and foreign applications, to make all

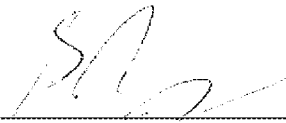
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rightful oaths, and generally to do everything possible to aid said Assignee, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit proper patent protection for said inventions or improvements in any and all countries, all such actions to be at the sole expense of Assignee.

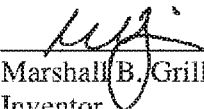
AND, We hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue to said assignee, as assignee of the entire right, title and interest, any and all Letters Patent for said inventions or improvements, including any and all Letters Patent of the United States which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of the assignment.

IN WITNESS WHEREOF, We have hereunto set our hand and seal.

6/27/2018
Date


Sean Penley
Inventor

6/27/2018
Date


Marshall B. Grill
Inventor

ASSIGNMENT & DECLARATION

WHEREAS, We Sean Joseph Penley, Zachariah Ezekiel McIntyre and Tyler James Wright (hereinafter the "Assignors"), residing at 2525 Rio Alayne Ct. Sparks NV 89436, 15603 Winmoss Court Houston TX 77068, 1052 Watt St. Apt C. Reno NV 89509 believe we are the original sole inventors of certain inventions or improvements claimed and/or disclosed in an application for Letters Patent which we have made, entitled **Laminar Flow Restrictor**, filed concurrently herewith; and

WHEREAS, the Application was made or authorized to be made by us.

WHEREAS, We hereby acknowledge that any willful false statement made in this Assignment & Declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

WHEREAS, Ichor Systems, Inc (hereinafter the "Assignee"), of 3185 Laurelview Ct., Fremont, CA 94538 is desirous of acquiring the entire right, title and interest in and to the Application, all inventions or improvements disclosed and/or claimed in the Application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in any and all countries, including the right to file, prosecute and otherwise pursue the Application and any and all U.S. and foreign applications directed to the inventions or improvements disclosed and/or claimed therein, in the name of Assignee as Applicant.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, we, said Assignors, do hereby sell, assign, transfer and set over to Assignee, the entire right, title and interest in and to (1) the Application, (2) all inventions, improvements, and ideas disclosed and/or claimed in the Application, (3) any and all continuations, continuation-in-parts, divisionals, and/or non-provisionals of the Application and/or directed to the inventions, improvements, and ideas disclosed and/or claimed in the Application, (4) any and all patent applications claiming priority directly or indirectly to the Application, (5) and all renewals of and substitutes for the Application, and (6) to all Letters Patent which may be granted on or as a result of the foregoing in the United States and any and all other countries, and (7) any reissue or reissues or extension or extensions of said Letters Patent or the Application, and assign to and authorize said Assignee, to file prosecute and otherwise pursue, in the name of Assignee as applicant, all of the aforementioned applications for Letters Patent in all countries, the same to be held and enjoyed by Assignee, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent, respectively, may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

AND we hereby covenant that we have full right to convey the entire interest herein assigned and that we have not executed and will not execute any agreement in conflict herewith, and we further covenant and agree that we will each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to the Application, said inventions or improvements disclosed or claimed in the Application, all applications claiming priority directly or indirectly thereto, and said Letters Patent to said Assignee, its successors, assigns, nominees, or legal representatives, and we agree to communicate to said Assignee or to its nominees all known facts respecting said inventions or

PATENT

improvements, the Application, all applications claiming priority directly or indirectly thereto, and said Letters Patent, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers and divisional, continuing, reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid said Assignee, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit proper patent protection for said inventions or improvements in any and all countries, all such actions to be at the sole expense of Assignee.

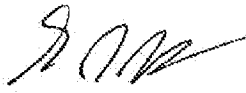
AND, we hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue to said assignee, as assignee of the entire right, title and interest, any and all Letters Patent for the Application and all said inventions or improvements disclosed and/or claimed therein, and all applications claiming priority directly or indirectly thereto, including any and all Letters Patent of the United States which may be issued and granted on or as a result of the aforesaid, in accordance with the terms of this Assignment.

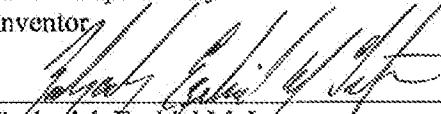
IN WITNESS WHEREOF, we have hereunto set my hand and seal.

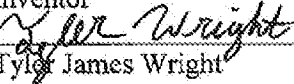
8-1-2019
Date

8/5/2019
Date

8-1-2019
Date


Sean Joseph Penley
Inventor


Zachariah Ezekiel McIntyre
Inventor


Tyler James Wright
Inventor

ASSIGNMENT & DECLARATION

WHEREAS, We Matthew Eric Kovacic, Zachariah Ezekiel McIntyre, Sean Joseph Penley and Christopher Bryant Davis (hereinafter the "Assignors"), residing at 13355 Mahogany Dr. Reno NV 89511, 15603 Winmoss Court Houston TX 77068, 2525 Rio Alayne Ct. Sparks NV 89436, 719 Archer Lane Georgetown Texas 78633 believe we are the original sole inventors of certain inventions or improvements claimed and/or disclosed in an application for Letters Patent which we have made, entitled **Seal for a Flow Restrictor**, filed concurrently herewith; and

WHEREAS, the Application was made or authorized to be made by us.

WHEREAS, We hereby acknowledge that any willful false statement made in this Assignment & Declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

WHEREAS, Ichor Systems, Inc (hereinafter the "Assignee"), of 3185 Laurelview Ct., Fremont, CA 94538, is desirous of acquiring the entire right, title and interest in and to the Application, all inventions or improvements disclosed and/or claimed in the Application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in any and all countries, including the right to file, prosecute and otherwise pursue the Application and any and all U.S. and foreign applications directed to the inventions or improvements disclosed and/or claimed therein, in the name of Assignee as Applicant.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, we, said Assignors, do hereby sell, assign, transfer and set over to Assignee, the entire right, title and interest in and to (1) the Application, (2) all inventions, improvements, and ideas disclosed and/or claimed in the Application, (3) any and all continuations, continuation-in-parts, divisionals, and/or non-provisionals of the Application and/or directed to the inventions, improvements, and ideas disclosed and/or claimed in the Application, (4) any and all patent applications claiming priority directly or indirectly to the Application, (5) and all renewals of and substitutes for the Application, and (6) to all Letters Patent which may be granted on or as a result of the foregoing in the United States and any and all other countries, and (7) any reissue or reissues or extension or extensions of said Letters Patent or the Application, and assign to and authorize said Assignee, to file prosecute and otherwise pursue, in the name of Assignee as applicant, all of the aforementioned applications for Letters Patent in all countries, the same to be held and enjoyed by Assignee, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent, respectively, may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

AND we hereby covenant that we have full right to convey the entire interest herein assigned and that we have not executed and will not execute any agreement in conflict herewith, and we further covenant and agree that we will each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to the Application, said inventions or improvements disclosed or claimed in the Application, all applications claiming priority directly or indirectly thereto, and said Letters Patent to said Assignee, its successors, assigns, nominees, or legal representatives, and we agree to communicate to said Assignee or to its nominees all known facts respecting said inventions or

improvements, the Application, all applications claiming priority directly or indirectly thereto, and said Letters Patent, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers and divisional, continuing, reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid said Assignee, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit proper patent protection for said inventions or improvements in any and all countries, all such actions to be at the sole expense of Assignee.

AND, we hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue to said assignee, as assignee of the entire right, title and interest, any and all Letters Patent for the Application and all said inventions or improvements disclosed and/or claimed therein, and all applications claiming priority directly or indirectly thereto, including any and all Letters Patent of the United States which may be issued and granted on or as a result of the aforesaid, in accordance with the terms of this Assignment.

IN WITNESS WHEREOF, we have hereunto set my hand and seal.

Date

Matthew Eric Kovacic
Inventor


Date

Zachariah Ezekiel McIntyre
Inventor

Date

Sean Joseph Penley
Inventor

8-1-2019



Christopher Bryant Davis
Inventor

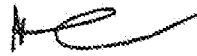
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improvements, the Application, all applications claiming priority directly or indirectly thereto, and said Letters Patent, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers and divisional, continuing, reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid said Assignee, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit proper patent protection for said inventions or improvements in any and all countries, all such actions to be at the sole expense of Assignee.

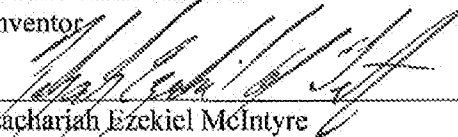
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IN WITNESS WHEREOF, we have hereunto set my hand and seal.


8-1-2019
Date


Matthew Eric Kovacic
Inventor

8/5/2019
Date


Zachariah Ezekiel McIntyre
Inventor

8-1-2019
Date


Sean Joseph Penley
Inventor

Date

Christopher Bryant Davis
Inventor