

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6571661

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	EMPLOYMENT AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
SAMUEL GOTTHEIM	12/04/2017
RECEIVING PARTY DATA	
Name:	APPLIED MATERIALS, INC.
Street Address:	3050 BOWERS AVENUE
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95054
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16922083
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	lmurphy@dsiplaw.com
Correspondent Name:	SERVILLA WHITNEY LLC
Address Line 1:	33 WOOD AVENUE SOUTH
Address Line 2:	SUITE 830
Address Line 4:	ISELIN, NEW JERSEY 08830
ATTORNEY DOCKET NUMBER:	44015434US02DIV
NAME OF SUBMITTER:	REBECCA A. SMIRK
SIGNATURE:	/Rebecca A. Smirk, Reg. #61295/
DATE SIGNED:	02/25/2021
Total Attachments: 11	
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Revised July 28, 2016

December 4, 2017

EMPLOYMENT AGREEMENT

NAME: Samuel Gottheim

DATE: December 4, 2017

DEPARTMENT: _____

This Employment Agreement ("Agreement") is effective as of the date specified above ("Effective Date") by and between the above-named employee (referred to in the first person as "I," "me," or "my") and Applied Materials, Inc. ("Applied").

In consideration of my Employment and the compensation paid to me for my services during the term of my Employment with Applied or any of its Affiliates, I agree with Applied as follows:

I. DEFINITIONS

As used in this Agreement:

A. "Affiliate(s)" means any corporation, company, limited liability company or other entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with Applied, including any predecessors and successors in interest.

B. "Confidential Information" means information, whether tangible or intangible, of a confidential or secret nature that is (i) a legally protectable trade secret, or (ii) proprietary information that does not rise to the level of a legally protectable trade secret, but that the parties agree by signing this Agreement is the confidential property of Applied. Such information includes, but is not limited to, information that I may develop alone or in collaboration with and/or that may be disclosed or otherwise made available to me by Applied, or by a third party, that relates to the business of Applied or to the business of a customer, supplier, or any other party with whom Applied agrees to hold information of such party in confidence. By way of illustration, without limitation, "Confidential Information" includes trade secrets as well as proprietary data, such as: (a) technical information, including technology and product roadmaps, manufacturing techniques, concepts, processes, formulas, designs, source code and other programs, drawings, manuals, innovations, inventions, discoveries, improvements, research and development, works of authorship, test results, specifications, and know-how; (b) commercial information, including marketing and business plans, sales strategies, forecasts, financial information, budgets, projections, production plans, product inventory and launch plans, and price lists; (c) personnel information, including organization charts and job assignments, employee directories, salaries, skills, abilities, performance reviews, and qualifications of other employees; and (d) customer and supplier information, including identities, contact lists, organization charts, product requirements, and purchase histories. Confidential Information also includes such information, illustrated by example above, that is disclosed to or otherwise shared with a government agency or other third party that is subject to a joint venture and/or nondisclosure agreement. Confidential Information does not include information that I can show by competent proof: (i) was generally known to the relevant public at the time of disclosure in the same form as maintained by Applied; (ii) was lawfully received by me from a third party or developed by me independent of my Employment and without breach by me or a third party of any obligations to Applied; or (iii) was known to me prior to my Employment.

C. "Creative Works" means any invention, data, design, discovery, concept, drawings, software (in object and source code), documentation, works of authorship and other copyrightable works, information, materials, processes, programs, know-how, improvements, developments, formulae, ideas, and techniques, that may be protectable under domestic or international intellectual property laws, including without limitation any Confidential Information related thereto, and all Intellectual Property Rights in any of the items listed above.

D. "Employment" means my employment with Applied or any other Affiliate of Applied.

E. "Applied" means, collectively, Applied and its Affiliates.

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F. "Applied Creative Works" means all Creative Works assigned to Applied.

H. "Applied Property" means all property belonging to Applied, including but not limited to all Confidential Information, documents, data, records, drawings, notebooks, manuals, reports, apparatus, equipment, computer memories and other items and information, including any copies thereof, containing the Confidential Information, that will come into my custody or possession in connection with, or as a result of, my Employment.

I. "Intellectual Property Rights" means all trade secrets, copyrights, trademarks, mask work rights, patents, and other intellectual property rights recognized by the laws of any jurisdiction or country.

J. "Prior Creative Works" means all Creative Works that (i) I have, or I have caused to be, alone or jointly with others, conceived, developed, or reduced to practice prior to the commencement of my Employment; and (ii) in which I have an ownership interest or that I have a license to use; and (iii) that I wish to have excluded from the scope of this Agreement.

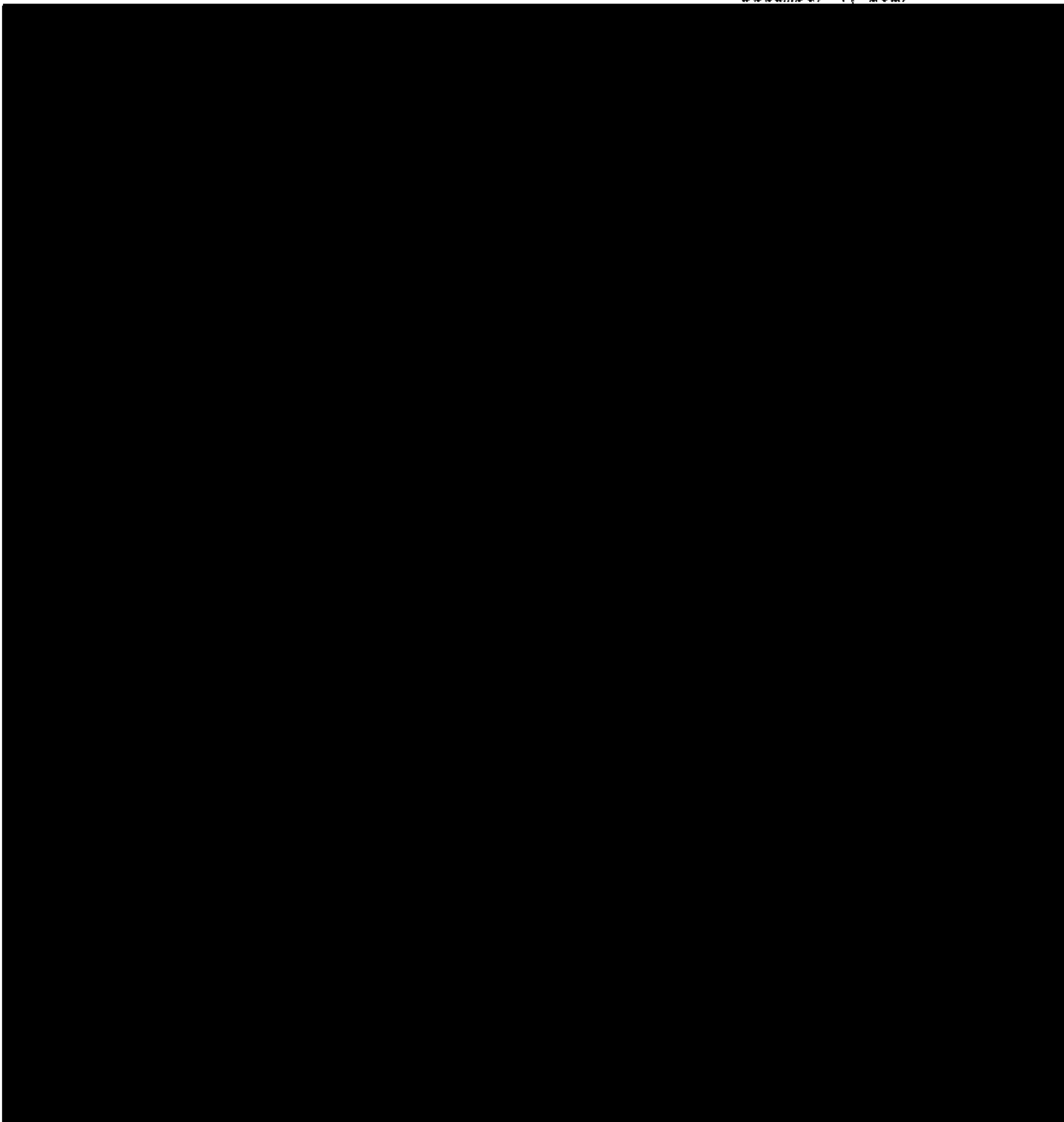
K. "Products" means the current or former hardware and software products designed, developed, manufactured, marketed, provided, licensed, leased, or sold by or on behalf of Applied, including, but not limited to products under development and products that are planned to be developed, and also including but not limited to those products on any current or former price lists of Applied, and any and all source and object codes, binaries, supplements, modifications, updates, corrections and enhancements to past and present versions of such products and versions of such products under development, and any and all English and foreign language versions of past and present versions of such products and versions of such products under development.

L. "Services" means all services related to the Products designed, developed, manufactured, marketed, provided, licensed, leased, or sold by or on behalf of Applied, including, without limitation, design, development, implementation, manufacturing, consulting, engineering, training, marketing, support and maintenance services and processing services relating to or using the Products.

2. ACKNOWLEDGEMENTS

A. I acknowledge and agree that Applied is engaged in a continuous program of research, development, design, production, manufacturing, distribution, licensing, sales and marketing regarding its Products, Services and any other aspects of its business, present and future, and that Applied maintains Confidential Information that has been created, developed or discovered by or for Applied, or otherwise becomes known to Applied.

B. I acknowledge and agree that my Employment creates a relationship of confidence and trust between me and Applied, and that in the course of my Employment, I will have access to certain Confidential Information that constitutes valuable assets of Applied's business, represents a significant investment of time and resources, and that access to such Confidential Information is granted to me only for the purpose of enabling me to perform my duties for Applied.



5. ASSIGNMENT OF APPLIED CREATIVE WORKS

A. **Prior Creative Works.** I have disclosed on Schedule A attached to this Agreement, which is incorporated by reference, a complete list of all Prior Creative Works that relate to Applied's current or proposed business, products, or research and development. If disclosure of any Prior Creative Work would cause me to violate

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any existing confidentiality agreement or cause an unpatented Prior Creative Work to lose its trade secret status, I understand that I am not to list such Prior Creative Work in Schedule A but am only to disclose a name and/or a cursory description for each such Prior Creative Work, a listing of the party or parties to whom it belongs, and an explanation why full disclosure was not given. If no Prior Creative Works are listed in Schedule A, I represent that there are no Prior Creative Works. I agree that I will not incorporate, or permit to be incorporated, Prior Creative Works in any Applied Creative Works without Applied's prior written consent. If, in the course of my Employment, I incorporate a Prior Creative Work into an Applied process, machine or other work or into Applied Products or Services, I grant Applied a non-exclusive, perpetual, fully-paid and royalty-free, irrevocable and worldwide license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make derivative works of, distribute, publicly perform, and publicly display in any form or medium, whether now known or later developed, make, have made, use, sell, import, offer for sale, and exercise any and all present or future rights in, such Prior Creative Work.

B. Disclosure and Assignments of Applied Creative Works. Except for the Prior Creative Works listed on Schedule A and, if applicable to me, those Creative Works that I can prove qualify fully under the provisions of California Labor Code Section 2870 (a copy of which is attached as Schedule B and is incorporated by reference), I assign and agree to assign in the future (when any such Creative Works or Intellectual Property Rights are first conceived, reduced to practice or first fixed in a tangible medium, as applicable) to Applied all my right, title, and interest in and to any and all Creative Works (and all Intellectual Property Rights with respect thereto) conceived, developed, produced, learned, made or reduced to practice by me, either solely or jointly with others during: (i) the time of my Employment, whether or not during normal working hours; (ii) any prior period in which I performed services for or on behalf of Applied; or (iii) following termination of my Employment, if such Creative Works described in parts (i)-(iii) above: (a) relate to, result from or are suggested by or through any current or reasonably anticipated business activity of Applied; (b) are aided by the use of time, material, Confidential Information, intellectual property, other inventions, or facilities of Applied, whether or not during working hours; or (c) relate to any work I performed for Applied, whether or not during normal working hours. All assigned Applied Creative Works are and will be the exclusive property of Applied.

C. I will:

- (i) without further compensation, promptly and fully disclose in detail in writing to Applied all Creative Works authored, conceived, or reduced to practice by me, either alone or with others, that are described in clauses (i)-(iii) of Section 5.B above, all Confidential Information relating thereto, and all patent applications relating to such Creative Works filed by me or in which I am named as an inventor or co-inventor;
- (ii) at the request of Applied, during and after my Employment, at Applied's expense, assist Applied in every proper way, including consenting to and joining in any action to obtain and enforce Intellectual Property Rights and moral rights relating to Applied Creative Works in all countries, and will sign and provide any and all documents, testimony or any other assistance that is reasonably necessary to assign, file, register, maintain, enforce, or otherwise secure to Applied exclusive rights to the Applied Creative Works in all countries;
- (iii) accept the wages provided for my services as my sole compensation for the assignment to Applied of all rights to the Applied Creative Works, and other rights granted to Applied under this Agreement. In the event any Creative Work derived in whole or in part from Applied Confidential Information is described in a patent application or is disclosed to third parties by me within one (1) year after terminating my Employment, it is to be presumed that the Creative Work was conceived or reduced to practice during the period of my Employment and belongs to Applied. Accordingly, if I file any patent application (including provisional and PCT applications) or copyright registration containing or claiming any subject matter that is derived

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in whole or in part from Applied Confidential Information, I will promptly assign such application(s) to Applied pursuant to this Agreement;

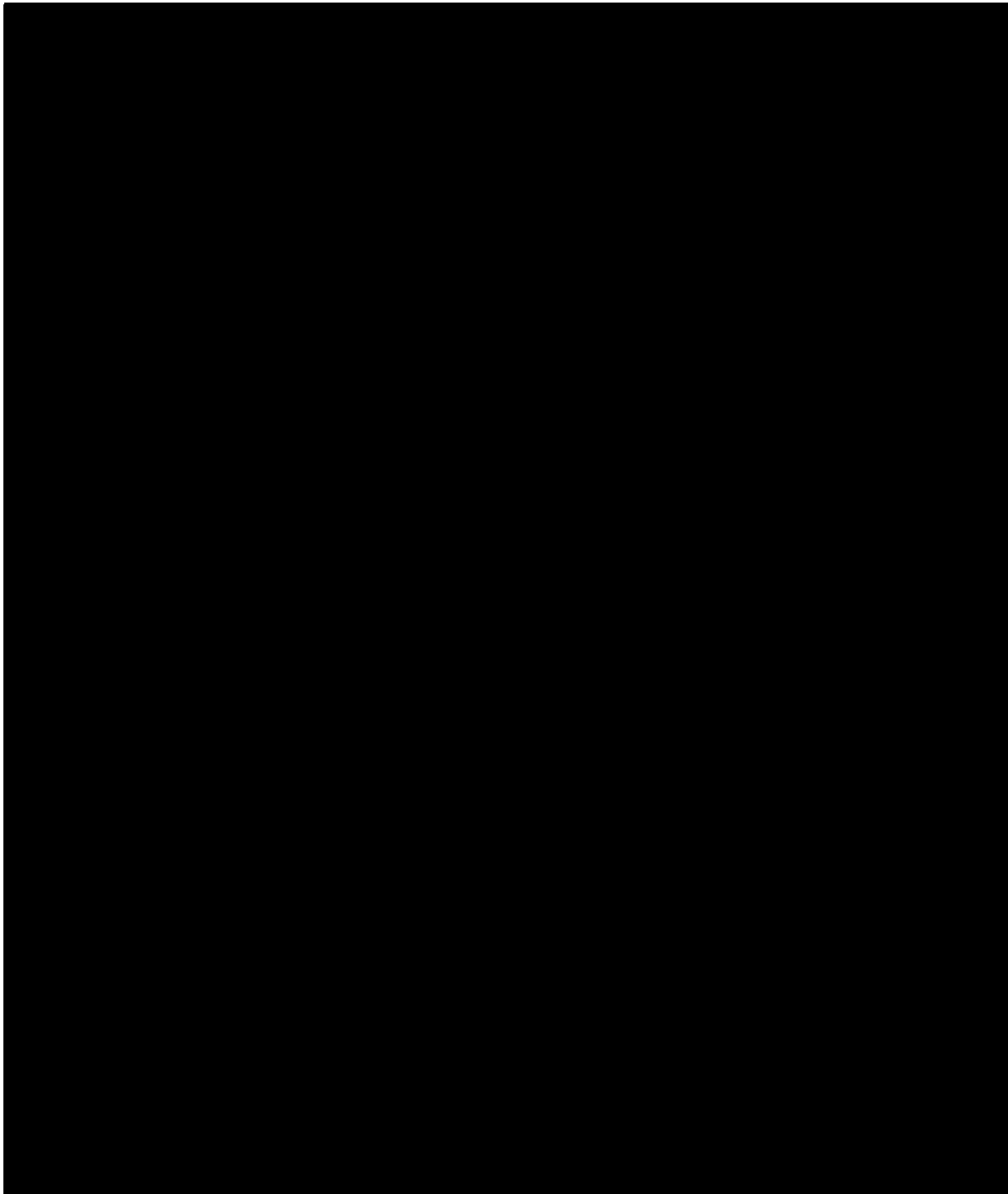
- (iv) and do assign to Applied any and all "moral rights" that I may have in copyrightable Applied Creative Works. "Moral Rights" mean any rights of paternity, integrity, disclosure, withdrawal, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is denominated or generally referred to as a "moral right." To the extent such moral rights cannot be assigned to Applied and to the extent the following is allowed by the laws in any country where moral rights exist, I unconditionally and irrevocably waive the enforcement of such moral rights, and all claims and causes of action of any kind against Applied or related to Applied's customers, with respect to such rights. I further acknowledge and agree that neither my successors-in-interest nor legal heirs retain any moral rights in any copyrightable Applied Creative Works (and any Intellectual Property Rights with respect thereto).

D. **Cooperation.** If Applied is unable for any reason to secure my signature to apply for or to pursue an application for registration or other protection of any Applied Creative Works or Confidential Information assigned to Applied, then I irrevocably designate and appoint Applied and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf to execute and file any such applications, to do all other lawfully permitted acts to further the prosecution and issuance of patent or mask work or copyright registration thereon, and any acts necessary to obtain and enforce the full benefits, enjoyment, rights and title, and to further the purposes of this Agreement, with the same legal force and effect as if executed by me. I waive and quitclaim to Applied any and all claims, of any nature whatsoever, that I now or may hereafter have for infringement of any patents, mask works or copyrights resulting from any such application for patent or mask work or copyright registrations assigned hereunder to Applied.

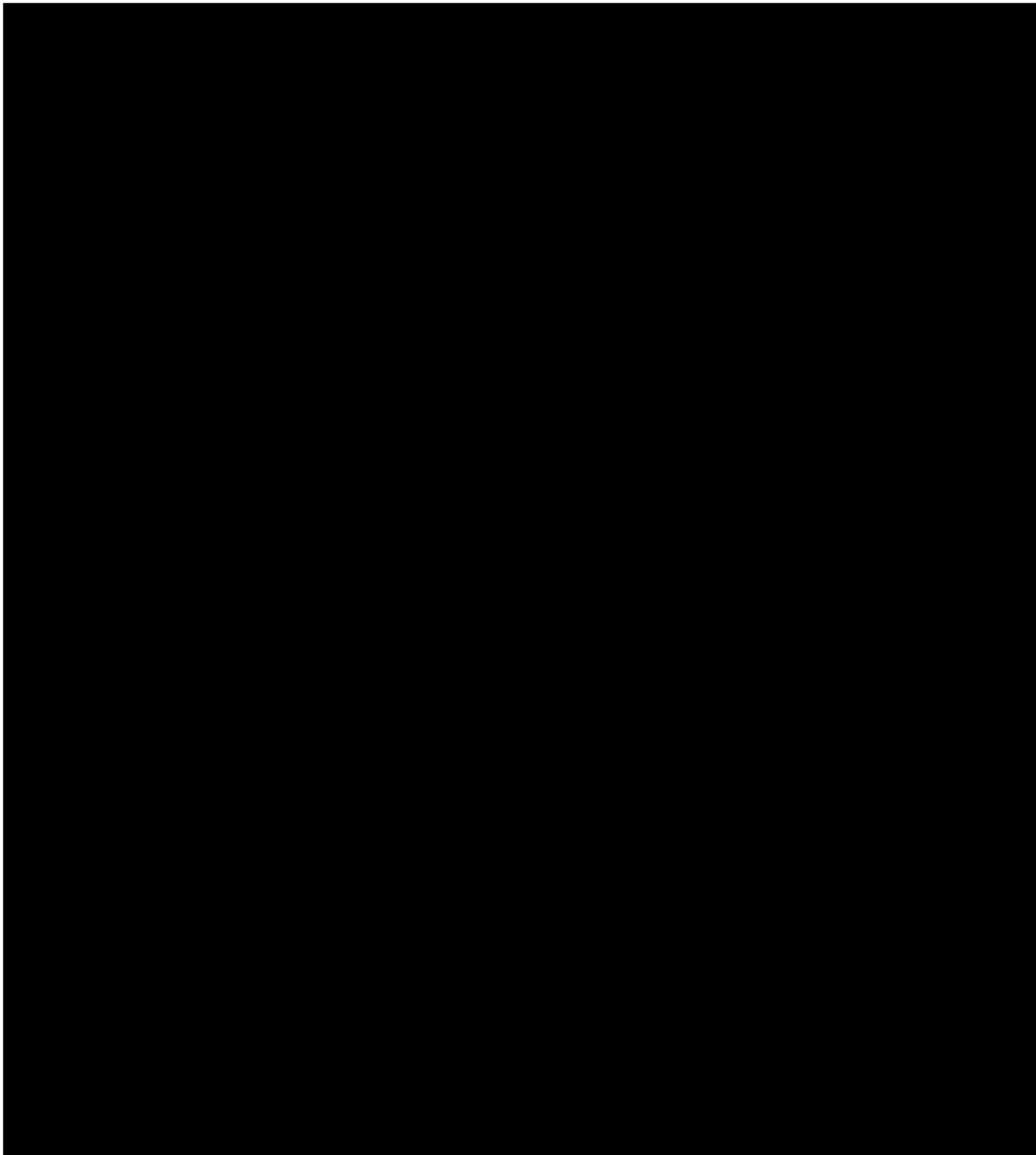
E. (*Applicable only to employees based in California.*) I understand that the provisions of this Agreement do not apply to any Creative Work that qualifies fully to be excluded pursuant to the provisions of California Labor Code Section 2870 (a copy of which is attached as Schedule B and is incorporated by reference). I will inform Applied promptly in writing of any Creative Works I believe meet such criteria that are not otherwise identified in Schedule A.

F. **Records.** I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that is required by Applied) of all Creative Works made by me during the period of my Employment, which records will be considered Confidential Information and will be available to, and remain the sole property of, Applied at all times.

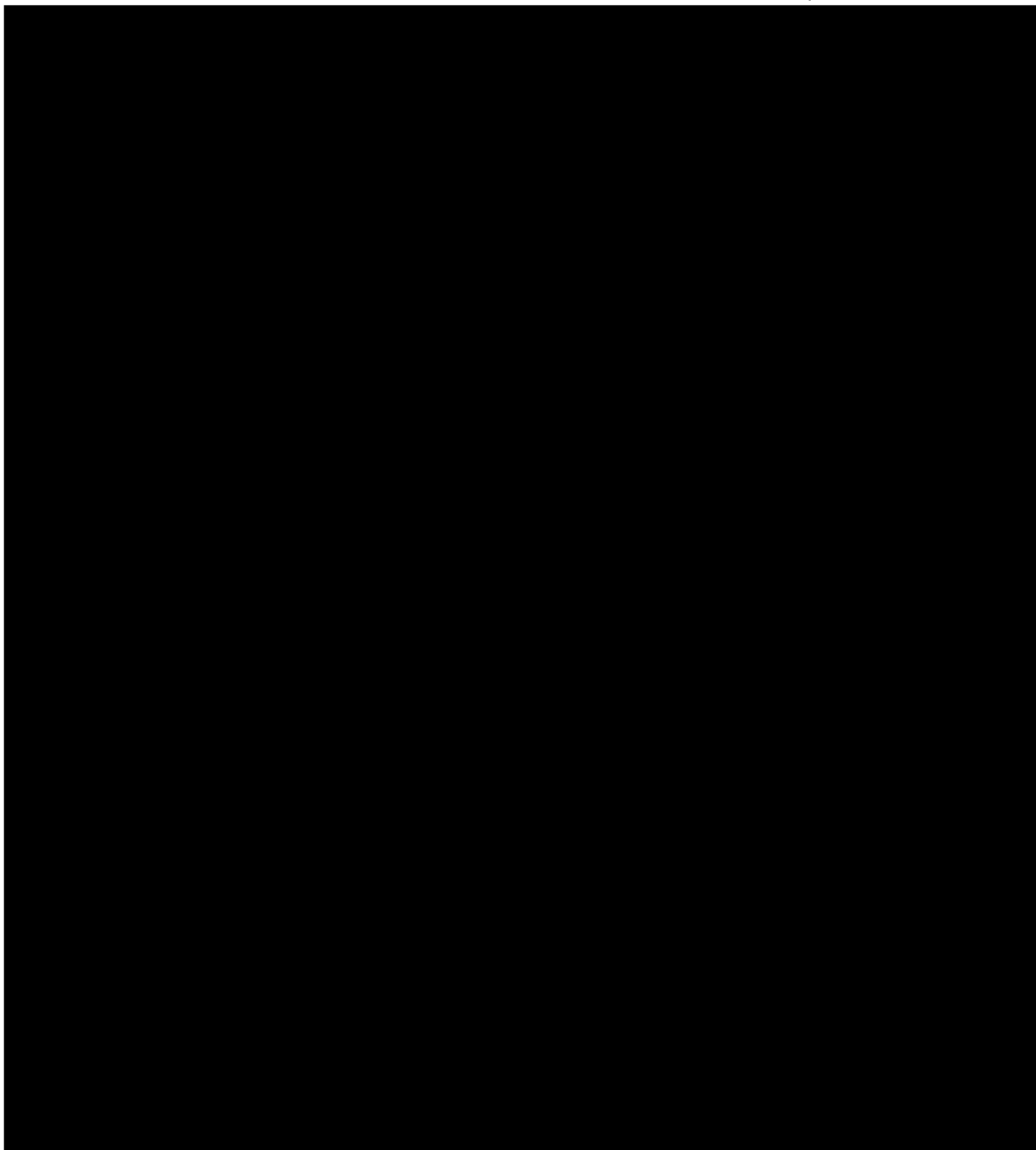
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I certify that I have carefully read all of the provisions of this Agreement, that I fully understand and will fully and faithfully comply with those provisions, and that I am entering into this Agreement voluntarily and of my own free will.

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APPLIED MATERIALS, INC.

Samuel Gottheim
Employee Name (print)

Samuel Gottheim
Employee Signature

By: Isela Vasquez
Human Resources Representative

1717 Park St. Apt. 7
Home Address

Houston, Tx, 77019
City, State, Zip

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Schedule A

Prior Creative Works Disclosure

List of Prior Creative Works and Associated Intellectual Property Rights Filings/ Registrations

The following is a complete list of all Prior Creative Works: Do you have any Prior Creative Works ?

If none, initial here: SG Yes No

Otherwise, list below, being as specific as possible, but do not disclose any details of confidential information belonging to a third party.

Multiple horizontal lines for listing prior creative works.

Schedule B

SECTION 2870 OF THE CALIFORNIA LABOR CODE

Limited Exclusion Notification

SECTION 2870, CHAPTER 2, ARTICLE 3.5 OF THE CALIFORNIA LABOR CODE reads as follows:

- (a) Any provision in an employment agreement which provides that an employee will assign, or offer to assign, any of his or her rights in an invention to his or her employer will not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:
 - (1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or
 - (2) Result from any work performed by the employee for the employer.
- (b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.