

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	EMPLOYMENT AGREEMENT
RESUBMIT DOCUMENT ID:	506906247
CONVEYING PARTY DATA	
Name	Execution Date
DAVID E. SALLOWS	05/07/1995
MARK JOHNSGARD	06/19/1995
DANIEL L. MESSINEO	11/01/1995
RECEIVING PARTY DATA	
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City:	FREMONT
State/Country:	CALIFORNIA
Postal Code:	94538
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6902622
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ATTORNEY DOCKET NUMBER:	AGX-67
NAME OF SUBMITTER:	J. PARKS WORKMAN
SIGNATURE:	/J. Parks Workman/
DATE SIGNED:	01/04/2022
Total Attachments: 21	
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MATTSON TECHNOLOGY, INC.

EMPLOYEE CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this "Confidentiality Agreement") is entered into this 19th day of June, 1995 by and between MATTSON TECHNOLOGY, INC., a California corporation ("Employer") and the undersigned employee or prospective employee of Employer ("Employee") with reference to the following:

Employer is employing Employee in a position of trust and confidence. Employer desires to receive from Employee a covenant not to disclose certain information relating to Employer's business and certain other covenants, and the employment of Employee by Employer is conditioned upon Employer receiving such covenants. Employer and Employee desire to set forth in writing the terms and conditions of their agreements and understanding.

The parties agree as follows:

1. Treatment of Information.

1.1 Employee acknowledges that Employee shall or may be making use of, acquiring and adding to confidential information of a special and unique nature and value relating to such matters and Employer's trade secrets including, without limitation lists of customers and clients, marketing plans, financial information, business strategies, designs, specifications, systems, programs, products, processes, know-how, procedures and manuals. Employee further acknowledges that any information and materials received by Employer from third parties in confidence (or subject to non-disclosure or similar covenants) shall be deemed to be and shall be confidential information within the meaning of this Section 1.

1.2 As a material inducement to Employer to employ (or to continue to employ) Employee and to pay to Employee compensation for such services to be rendered to Employer by Employee, Employee covenants and agrees that Employee shall not, except with the prior written consent of Employer, or except if Employee is acting as an employee of Employer solely for the benefit of Employer in connection with Employer's business and in accordance with Employer's business practices and employee policies, at any time during or following the term of Employee's employment by Employer, directly or indirectly, disclose, divulge, reveal, report, publish, transfer or use, for any purpose whatsoever, any of such information which has been obtained by or disclosed to Employee as a result of Employee's employment by Employer, including any of the information referred to in Section 2 hereof.

1.3 Disclosure of any such information of Employer shall not be prohibited if such disclosure is directly pursuant to a valid and existing order of a court or other governmental body or agency within the United States; provided, however, that (i) Employee shall first have given prompt notice to Employer of any such possible or prospective order (or proceeding pursuant to which any such order may result) and (ii) Employer shall have been afforded a reasonable opportunity to prevent or limit any such disclosure.

2. Definition of Protected Information.

2.1 For the purposes of this Confidentiality Agreement, the term "Protected

Information" shall mean all of the information referred to in Section 1 hereof and all of the following materials and information (whether or not reduced to writing and whether or not patentable or protectable by copyright) which Employee receives, receives access to, conceives or develops or has received, received access to, conceived or developed, in whole or in part, directly or indirectly, in connection with Employee's employment with Employer (in any capacity, whether executive, managerial, planning, technical, sales, research, development, manufacturing, engineering or otherwise) or through the use of any Employer's facilities or resources:

(i) Production processes, marketing techniques and arrangements, mailing lists, purchasing information, pricing policies, quoting procedures, financial information, customer and prospect names and requirements, employee, customer, supplier and distributor data and other materials or information relating to Employer's business and activities and the manner in which Employer does business;

(ii) Discoveries, concepts, and ideas including, without limitation, the nature and results of research and development activities, processes, formulas, inventions, technology, techniques, product specifications, designs, "know-how", drawings and specifications;

(iii) Any other materials or information related to the business or activities of Employer which are not generally known to others engaged in similar businesses or activities; and

(iv) All ideas which are derived from or related to Employee's access to or knowledge of any of the above enumerated materials and information.

2.2 Failure to mark any of the Protected Information as confidential, proprietary or Protected Information shall not affect its status as part of the Protected Information under the terms of this Confidentiality Agreement.

2.3 For purposes of this Confidentiality Agreement, the term "Protected Information" shall not include information which is or becomes publicly available

(i) without breach of this Confidentiality Agreement,

(ii) without breach of any other agreement to which Employer is a party or a beneficiary or

(iii) without breach of any duty owed to Employer by Employee or any third party;

provided, however, that Employee hereby acknowledges and agrees that, Employee shall bear the burden of proving that any such information shall have become publicly available without any such breach.

3. Ownership of Information.

3.1 Employee covenants and agrees that all right, title and interest in any Protected Information shall be and shall remain the exclusive property of Employer. Without limiting the generality of the foregoing, Employee hereby assigns and transfers to Employer Employee's entire right, title and interest in and to all inventions including,

but not limited to, ideas, improvements, designs and discoveries, whether or not patentable and whether or not reduced to practice, made or conceived by Employee (whether made solely by Employee or jointly with others) during the period of Employee's employment with Employer which related in any manner to the actual or demonstrably anticipated business, work, or research and development of Employer or its subsidiaries, or result from or are suggested by any task assigned to Employee or any work performed by Employee for or on behalf of Employer or its subsidiaries. Employee agrees that all such inventions are the sole property of Employer. Notwithstanding the foregoing, this Section 3.1 shall not apply to any invention for which no equipment, supplies, facility or Protected Information of Employer was used, which was developed entirely on Employee's own time, which does not (i) relate to the business of Employer, (ii) related to Employer's actual or demonstrably anticipated research or development or (iii) result from any work performed by Employee for Employer and which otherwise complies fully with the requirements of California Labor Code S 2870. Employee agrees immediately to disclose to Employer all Protected Information developed in whole or in part by Employee during the term of Employee's employment with Employer and to assign to Employer any right, title or interest Employee may have in such Protected Information. Employee agrees to execute any instruments and to do all other things reasonable requested by Employer (both during and after Employee's employment with Employer) in order to vest more fully in Employer all ownership rights in those items hereby transferred by Employee to Employer.

3.2 Employee acknowledges receipt of a copy of Section 2870 of the California Labor Code and that execution of this Agreement constitutes written notification, as required by Section 2872 of the California Labor Code, regarding such Section 2870 and its protective effect on certain inventions developed by Employee.

3.3 If any one or more of the items described in Section 3.1 above are protectable by copyright and are deemed in way to fall within the definition of "work made for hire," as such term is defined in 17 U.S.C. S 101, such work shall be considered a "work made for hire," the copyright of which shall be owned solely, completely and exclusively by Employer. If any one or more of the aforementioned items are protectable by copyright and are not considered to be included in the categories of works covered by the "work made for hire" definition contained in 17 U.S.C. S 101, such items shall be deemed to be assigned and transferred completely and exclusively to Employer by virtue of the execution of this Confidentiality Agreement.

4. Covenants Not to Hire Employees. It is recognized and understood by the parties hereto that the employees of Employer are an integral part of Employer's business and that it is extremely important for Employer to use its maximum efforts to prevent Employer from losing such employees. It is therefore understood and agreed by the parties hereto that, because of the nature of the business of Employer, it is necessary to afford fair protection to Employer from the loss of any such employees. Consequently, as a material inducement to Employer to employ (or to continue to employ) Employee, Employee covenants and agrees that, for the period commencing on the date hereof and ending two (2) years after Employee's termination of employment with Employer, Employee shall not, directly or indirectly, hire or engage or attempt to hire or engage any individual who shall have been an employee of Employer at any time during the one (1)-year period prior to the date of Employee's termination of employment with Employer, whether for or on behalf of Employee or for any entity in which Employee shall have a direct or indirect interest (or any subsidiary or affiliate of any such entity), whether as a proprietor, partner, co-venturer, financier, investor or stockholder, director, officer, employer, employee, servant, agent, representative or otherwise.

5. **Conflicting Employment.** Employee agrees that during his employment with Employer, Employee will not engage in any other employment, occupation, consulting or other activity relating to the business in which Employer is now or may hereafter become engaged, or which would otherwise conflict with his obligations to Employer, without prior written consent of the Company, which consent shall not be unreasonable withheld.

6. **Injunctive Relief.** Employee understands and agrees that Employer shall suffer irreparable harm if Employee breaches any of Employee's obligations under this Confidentiality Agreement and that monetary damages shall be inadequate to compensate Employer for such breach. Accordingly, Employee agrees that, in the event of a breach or threatened breach by Employee of any of the provisions of this Confidentiality Agreement, Employer, in addition to and not in limitation of any other rights, remedies or damages available to Employer at law or in equity, shall be entitled to a temporary restraining order, preliminary injunction and permanent injunction in order to prevent or to restrain any such breach by Employee, or by any or all of Employee's partners, co-venturers, employers, employees, servants, agents, representatives and any and all persons directly or indirectly acting for, on behalf of or with Employee.

7. **Materials.** All notes, data, tapes, reference items, sketches, drawings, memoranda, records and other materials in any way relating to any of the information referred to in Section 1 and 2 hereof (including, without limitation, any Protected Information) or to Employer's business shall belong exclusively to Employer and Employee agrees to return to Employer all copies of such materials in Employee's possession or under Employee's control at the request of Employer or, in the absence of such a request, upon the termination of Employee's employment with Employer.

8. **Accounting for Profits; Indemnification.** Employee covenants and agrees that, if Employee shall violate any of Employee's covenants or agreements under this Confidentiality Agreement, Employer shall be entitled to an accounting and repayment of all profits, compensation, royalties, commissions, remunerations or benefits which Employee directly or indirectly shall have realized or may realize relating to, growing out of or in connection with any such violation; such remedy shall be in addition to and not in limitation of any injunctive relief or other rights or remedies to which Employer is or may be entitled at law or in equity or otherwise under this Confidentiality Agreement. Employee hereby agrees to defend, indemnify and hold harmless Employer against and in respect of (i) any and all losses and damages resulting from, relating or incident to, or arising out of any misrepresentation or breach by Employee of any warranty, covenant or agreement made or contained in this Confidentiality Agreement; and (ii) any and all actions, suits, proceedings, claims, demands, judgments, costs and expenses (including reasonable attorneys' fees) incident to the foregoing.

9. **Reasonableness of Restrictions; Severability.**

9.1 EMPLOYEE HAS CAREFULLY READ AND CONSIDERED THE PROVISIONS OF SECTIONS 1 THROUGH 8 HEREOF INCLUSIVE AND, HAVING DONE SO, AGREES THAT THE RESTRICTIONS SET FORTH IN SUCH SECTIONS ARE FAIR AND REASONABLE AND ARE REASONABLY REQUIRED FOR THE PROTECTION OF THE INTERESTS OF EMPLOYER AND ITS BUSINESS, OFFICERS, DIRECTORS AND EMPLOYEES. Employee further agrees that the restrictions set forth in this Confidentiality Agreement shall not impair Employee's ability to secure employment within the field or fields of Employee's choice including, without limitation, those areas in which Employee is, is to be or has been employed by Employer.

9.2 The provisions of this Confidentiality Agreement shall be deemed severable,

and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof. Employee agrees that the breach or alleged breach by Employer of (i) any covenant contained in other agreement (if any) between Employer and Employee or (ii) any obligation owed to Employee by Employer, shall not affect the validity or enforceability of the covenants and agreements of Employee set forth herein.

10. NO PRIOR AGREEMENTS. EMPLOYEE REPRESENTS THAT EMPLOYEE'S PERFORMANCE OF ALL THE TERMS OF THIS CONFIDENTIALITY AGREEMENT AND ANY SERVICES TO BE RENDERED AS AN EMPLOYEE OF EMPLOYER DO NOT AND SHALL NOT BREACH ANY FIDUCIARY OR OTHER DUTY OR ANY COVENANT, AGREEMENT OR UNDERSTANDING (INCLUDING, WITHOUT LIMITATION, ANY AGREEMENT RELATING TO ANY PROPRIETARY INFORMATION, KNOWLEDGE OR DATA ACQUIRED BY EMPLOYEE IN CONFIDENCE, TRUST, OR OTHERWISE, PRIOR TO EMPLOYEE'S EMPLOYMENT BY EMPLOYER) TO WHICH EMPLOYEE IS A PARTY OR BY THE TERMS OF WHICH EMPLOYEE MAY BE BOUND. EMPLOYEE COVENANTS AND AGREES THAT EMPLOYEE SHALL NOT DISCLOSE TO EMPLOYER, OR INDUCE EMPLOYER TO USE, ANY SUCH PROPRIETARY INFORMATION, KNOWLEDGE OR DATA BELONGING TO ANY PREVIOUS EMPLOYER OR OTHERS AND THAT EMPLOYEE WILL DISCLOSE TO EMPLOYER THE TERM AND SUBJECT OF ANY PRIOR CONFIDENTIALITY OR INVENTION, AGREEMENT OR AGREEMENTS EMPLOYEE HAS ENTERED INTO. EMPLOYEE FURTHER COVENANTS AND AGREES NOT TO ENTER INTO ANY AGREEMENT OR UNDERSTANDING, EITHER WRITTEN OR ORAL, IN CONFLICT WITH THE PROVISIONS OF THIS CONFIDENTIALITY AGREEMENT.

11. Employee's Status. Nothing in this Confidentiality Agreement shall be construed as constituting a commitment, guarantee, agreement or understanding of any kind or nature that Employer shall continue to employ Employee, or shall this Confidentiality Agreement affect in any way the right of Employer to terminate the employment of Employee at any time and for any reason whatsoever. By Employee's execution of this Confidentiality Agreement, Employee acknowledges and agrees that Employee's employment is "at will." No change of Employee's duties as an employee of Employer shall result in, or be deemed to be, a modification of the terms of this Confidentiality Agreement.

12. Burden and Benefit; Employer. This Confidentiality Agreement shall be binding upon, and shall inure to the benefit of, Employer and Employee, and their respective heirs, personal and legal representatives, successors and assigns. As used in the Confidentiality Agreement, the term "Employer" shall also include any corporation or entity which is a parent, subsidiary or affiliate of Employer. Employee hereby consents to the enforcement of any and all of the provisions of this Confidentiality Agreement by or for the benefit of Employer and any such other corporation or entity as to any Protected Information.

13. Governing Law. In view of the fact that the principal office of Employer is located in the State of California, it is understood and agreed that the construction and interpretation of this Confidentiality Agreement shall at all times and in all respects be governed by the laws of the State of California applicable to transactions wholly performed in California between California residents.

14. Notices. Any notice required to be given hereunder shall be sufficient if in writing.

and sent by certified or registered mail, return receipt requested, first-class postage prepaid, in the case of Employee, to Employee's address as shown on Employer's records, and, in the case of Employer, to its principal office.

15. Entire Agreement. This Confidentiality Agreement contains the entire agreement and understanding by the between Employer and Employee with respect to the subject matter herein, and no representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by the party intended to be bound. No waiver of any provision of the Confidentiality Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced; moreover, no valid waiver of any provision of this Confidentiality Agreement at any time shall be deemed a waiver of any other provision of this Confidentiality Agreement at such time or shall be deemed a valid waiver of any other time.

16. Headings. The headings and other captions in this Confidentiality Agreement are for convenience and reference only and shall not be used interpreting, construing or enforcing any of the provisions of this Confidentiality Agreement.

IN WITNESS WHEREOF, Employer and Employee have duly executed this Confidentiality Agreement as of the day and year set forth above.

EMPLOYER

EMPLOYEE

MATTSON TECHNOLOGY, INC.

By: *[Signature]*
(Signature)

[Signature]
(Signature)

Its: *HR Rep*

Mark Johusgard
(Print name)

MATTSON TECHNOLOGY, INC.

EMPLOYEE
CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this "Confidentiality Agreement") is entered into this 1 day of November, 1995 by and between MATTSON TECHNOLOGY, INC., a California corporation ("Employer") and the undersigned employee or prospective employee of Employer ("Employee") with reference to the following:

Employer is employing Employee in a position of trust and confidence. Employer desires to receive from Employee a covenant not to disclose certain information relating to Employer's business and certain other covenants, and the employment of Employee by Employer is conditioned upon Employer receiving such covenants. Employer and Employee desire to set forth in writing the terms and conditions of their agreements and understanding.

The parties agree as follows:

1. Treatment of Information.

1.1 Employee acknowledges that Employee shall or may be making use of, acquiring and adding to confidential information of a special and unique nature and value relating to such matters and Employer's trade secrets including, without limitation lists of customers and clients, marketing plans, financial information, business strategies, designs, specifications, systems, programs, products, processes, know-how, procedures and manuals. Employee further acknowledges that any information and materials received by Employer from third parties in confidence (or subject to non-disclosure or similar covenants) shall be deemed to be and shall be confidential information within the meaning of this Section 1.

1.2 As a material inducement to Employer to employ (or to continue to employ) Employee and to pay to Employee compensation for such services to be rendered to Employer by Employee. Employee covenants and agrees that Employee shall not, except with the prior written consent of Employer, or except if Employee is acting as an employee of Employer solely for the benefit of Employer in connection with Employer's business and in accordance with Employer's business practices and employee policies, at any time during or following the term of Employee's employment by Employer, directly or indirectly, disclose, divulge, reveal, report, publish, transfer or use, for any purpose whatsoever, any of such information which has been obtained by or disclosed to Employee as a result of Employee's employment by Employer, including any of the information referred to in Section 2 hereof.

1.3 Disclosure of any such information of Employer shall not be prohibited if such disclosure is directly pursuant to a valid and existing order of a court or other governmental body or agency within the United States; provided, however, that (i) Employee shall first have given prompt notice to Employer of any such possible or prospective order (or proceeding pursuant to which any such order may result) and (ii) Employer shall have been afforded a reasonable opportunity to prevent or limit any such disclosure.

2. Definition of Protected Information.

2.1 For the purposes of this Confidentiality Agreement, the term "Protected

Information" shall mean all of the information referred to in Section 1 hereof and all of the following materials and information (whether or not reduced to writing and whether or not patentable or protectable by copyright) which Employee receives, receives access to, conceives or develops or has received, received access to, conceived or developed, in whole or in part, directly or indirectly, in connection with Employee's employment with Employer (in any capacity, whether executive, managerial, planning, technical, sales, research, development, manufacturing, engineering or otherwise) or through the use of any Employer's facilities or resources:

(i) Production processes, marketing techniques and arrangements, mailing lists, purchasing information, pricing policies, quoting procedures, financial information, customer and prospect names and requirements, employee, customer, supplier and distributor data and other materials or information relating to Employer's business and activities and the manner in which Employer does business;

(ii) Discoveries, concepts, and ideas including, without limitation, the nature and results of research and development activities, processes, formulas, inventions, technology, techniques, product specifications, designs, "know-how", drawings and specifications;

(iii) Any other materials or information related to the business or activities of Employer which are not generally known to others engaged in similar businesses or activities; and

(iv) All ideas which are derived from or related to Employee's access to or knowledge of any of the above enumerated materials and information.

2.2 Failure to mark any of the Protected Information as confidential, proprietary or Protected Information shall not affect its status as part of the Protected Information under the terms of this Confidentiality Agreement.

2.3 For purposes of this Confidentiality Agreement, the term "Protected Information" shall not include information which is or becomes publicly available

(i) without breach of this Confidentiality Agreement,

(ii) without breach of any other agreement to which Employer is a party or a beneficiary or

(iii) without breach of any duty owed to Employer by Employee or any third party;

provided, however, that Employee hereby acknowledges and agrees that, Employee shall bear the burden of proving that any such information shall have become publicly available without any such breach.

3. Ownership of Information.

3.1 Employee covenants and agrees that all right, title and interest in any Protected Information shall be and shall remain the exclusive property of Employer. Without limiting the generality of the foregoing, Employee hereby assigns and transfers to Employer Employee's entire right, title and interest in and to all inventions including,

but not limited to, ideas, improvements, designs and discoveries, whether or not patentable and whether or not reduced to practice, made or conceived by Employee (whether made solely by Employee or jointly with others) during the period of Employee's employment with Employer which related in any manner to the actual or demonstrably anticipated business, work, or research and development of Employer or its subsidiaries, or result from or are suggested by any task assigned to Employee or any work performed by Employee for or on behalf of Employer or its subsidiaries. Employee agrees that all such inventions are the sole property of Employer. Notwithstanding the foregoing, this Section 3.1 shall not apply to any invention for which no equipment, supplies, facility or Protected Information of Employer was used, which was developed entirely on Employee's own time, which does not (i) relate to the business of Employer, (ii) related to Employer's actual or demonstrably anticipated research or development or (iii) result from any work performed by Employee for Employer and which otherwise complies fully with the requirements of California Labor Code S 2870. Employee agrees immediately to disclose to Employer all Protected Information developed in whole or in part by Employee during the term of Employee's employment with Employer and to assign to Employer any right, title or interest Employee may have in such Protected Information. Employee agrees to execute any instruments and to do all other things reasonable requested by Employer (both during and after Employee's employment with Employer) in order to vest more fully in Employer all ownership rights in those items hereby transferred by Employee to Employer.

3.2 Employee acknowledges receipt of a copy of Section 2870 of the California Labor Code and that execution of this Agreement constitutes written notification, as required by Section 2872 of the California Labor Code, regarding such Section 2870 and its protective effect on certain inventions developed by Employee.

3.3 If any one or more of the items described in Section 3.1 above are protectable by copyright and are deemed in way to fall within the definition of "work made for hire," as such term is defined in 17 U.S.C. S 101, such work shall be considered a "work made for hire," the copyright of which shall be owned solely, completely and exclusively by Employer. If any one or more of the aforementioned items are protectable by copyright and are not considered to be included in the categories of works covered by the "work made for hire" definition contained in 17 U.S.C. S 101, such items shall be deemed to be assigned and transferred completely and exclusively to Employer by virtue of the execution of this Confidentiality Agreement.

4. Covenants Not to Hire Employees. It is recognized and understood by the parties hereto that the employees of Employer are an integral part of Employer's business and that it is extremely important for Employer to use its maximum efforts to prevent Employer from losing such employees. It is therefore understood and agreed by the parties hereto that, because of the nature of the business of Employer, it is necessary to afford fair protection to Employer from the loss of any such employees. Consequently, as a material inducement to Employer to employ (or to continue to employ) Employee, Employee covenants and agrees that, for the period commencing on the date hereof and ending two (2) years after Employee's termination of employment with Employer, Employee shall not, directly or indirectly, hire or engage or attempt to hire or engage any individual who shall have been an employee of Employer at any time during the one (1)-year period prior to the date of Employee's termination of employment with Employer, whether for or on behalf of Employee or for any entity in which Employee shall have a direct or indirect interest (or any subsidiary or affiliate of any such entity), whether as a proprietor, partner, co-venturer, financier, investor or stockholder, director, officer, employer, employee, servant, agent, representative or otherwise.

5. **Conflicting Employment.** Employee agrees that during his employment with Employer, Employee will not engage in any other employment, occupation, consulting or other activity relating to the business in which Employer is now or may hereafter become engaged, or which would otherwise conflict with his obligations to Employer, without prior written consent of the Company, which consent shall not be unreasonable withheld.

6. **Injunctive Relief.** Employee understands and agrees that Employer shall suffer irreparable harm if Employee breaches any of Employee's obligations under this Confidentiality Agreement and that monetary damages shall be inadequate to compensate Employer for such breach. Accordingly, Employee agrees that, in the event of a breach or threatened breach by Employee of any of the provisions of this Confidentiality Agreement, Employer, in addition to and not in limitation of any other rights, remedies or damages available to Employer at law or in equity, shall be entitled to a temporary restraining order, preliminary injunction and permanent injunction in order to prevent or to restrain any such breach by Employee, or by any or all of Employee's partners, co-venturers, employers, employees, servants, agents, representatives and any and all persons directly or indirectly acting for, on behalf of or with Employee.

7. **Materials.** All notes, data, tapes, reference items, sketches, drawings, memoranda, records and other materials in any way relating to any of the information referred to in Section 1 and 2 hereof (including, without limitation, any Protected Information) or to Employer's business shall belong exclusively to Employer and Employee agrees to return to Employer all copies of such materials in Employee's possession or under Employee's control at the request of Employer or, in the absence of such a request, upon the termination of Employee's employment with Employer.

8. **Accounting for Profits; Indemnification.** Employee covenants and agrees that, if Employee shall violate any of Employee's covenants or agreements under this Confidentiality Agreement, Employer shall be entitled to an accounting and repayment of all profits, compensation, royalties, commissions, remunerations or benefits which Employee directly or indirectly shall have realized or may realize relating to, growing out of or in connection with any such violation; such remedy shall be in addition to and not in limitation of any injunctive relief or other rights or remedies to which Employer is or may be entitled at law or in equity or otherwise under this Confidentiality Agreement. Employee hereby agrees to defend, indemnify and hold harmless Employer against and in respect of (i) any and all losses and damages resulting from, relating or incident to, or arising out of any misrepresentation or breach by Employee of any warranty, covenant or agreement made or contained in this Confidentiality Agreement; and (ii) any and all actions, suits, proceedings, claims, demands, judgments, costs and expenses (including reasonable attorneys' fees) incident to the foregoing.

9. **Reasonableness of Restrictions; Severability.**

9.1 EMPLOYEE HAS CAREFULLY READ AND CONSIDERED THE PROVISIONS OF SECTIONS 1 THROUGH 8 HEREOF INCLUSIVE AND, HAVING DONE SO, AGREES THAT THE RESTRICTIONS SET FORTH IN SUCH SECTIONS ARE FAIR AND REASONABLE AND ARE REASONABLY REQUIRED FOR THE PROTECTION OF THE INTERESTS OF EMPLOYER AND ITS BUSINESS, OFFICERS, DIRECTORS AND EMPLOYEES. Employee further agrees that the restrictions set forth in this Confidentiality Agreement shall not impair Employee's ability to secure employment within the field or fields of Employee's choice including, without limitation, those areas in which Employee is, is to be or has been employed by Employer.

9.2 The provisions of this Confidentiality Agreement shall be deemed severable,

and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof. Employee agrees that the breach or alleged breach by Employer of (i) any covenant contained in other agreement (if any) between Employer and Employee or (ii) any obligation owed to Employee by Employer, shall not affect the validity or enforceability of the covenants and agreements of Employee set forth herein.

10. NO PRIOR AGREEMENTS. EMPLOYEE REPRESENTS THAT EMPLOYEE'S PERFORMANCE OF ALL THE TERMS OF THIS CONFIDENTIALITY AGREEMENT AND ANY SERVICES TO BE RENDERED AS AN EMPLOYEE OF EMPLOYER DO NOT AND SHALL NOT BREACH ANY FIDUCIARY OR OTHER DUTY OR ANY COVENANT, AGREEMENT OR UNDERSTANDING (INCLUDING, WITHOUT LIMITATION, ANY AGREEMENT RELATING TO ANY PROPRIETARY INFORMATION, KNOWLEDGE OR DATA ACQUIRED BY EMPLOYEE IN CONFIDENCE, TRUST, OR OTHERWISE, PRIOR TO EMPLOYEE'S EMPLOYMENT BY EMPLOYER) TO WHICH EMPLOYEE IS A PARTY OR BY THE TERMS OF WHICH EMPLOYEE MAY BE BOUND. EMPLOYEE COVENANTS AND AGREES THAT EMPLOYEE SHALL NOT DISCLOSE TO EMPLOYER, OR INDUCE EMPLOYER TO USE, ANY SUCH PROPRIETARY INFORMATION, KNOWLEDGE OR DATA BELONGING TO ANY PREVIOUS EMPLOYER OR OTHERS AND THAT EMPLOYEE WILL DISCLOSE TO EMPLOYER THE TERM AND SUBJECT OF ANY PRIOR CONFIDENTIALITY OR INVENTION, AGREEMENT OR AGREEMENTS EMPLOYEE HAS ENTERED INTO. EMPLOYEE FURTHER COVENANTS AND AGREES NOT TO ENTER INTO ANY AGREEMENT OR UNDERSTANDING, EITHER WRITTEN OR ORAL, IN CONFLICT WITH THE PROVISIONS OF THIS CONFIDENTIALITY AGREEMENT.

11. Employee's Status. Nothing in this Confidentiality Agreement shall be construed as constituting a commitment, guarantee, agreement or understanding of any kind or nature that Employer shall continue to employ Employee, or shall this Confidentiality Agreement affect in any way the right of Employer to terminate the employment of Employee at any time and for any reason whatsoever. By Employee's execution of this Confidentiality Agreement, Employee acknowledges and agrees that Employee's employment is "at will." No change of Employee's duties as an employee of Employer shall result in, or be deemed to be, a modification of the terms of this Confidentiality Agreement.

12. Burden and Benefit; Employer. This Confidentiality Agreement shall be binding upon, and shall inure to the benefit of, Employer and Employee, and their respective heirs, personal and legal representatives, successors and assigns. As used in the Confidentiality Agreement, the term "Employer" shall also include any corporation or entity which is a parent, subsidiary or affiliate of Employer. Employee hereby consents to the enforcement of any and all of the provisions of this Confidentiality Agreement by or for the benefit of Employer and any such other corporation or entity as to any Protected Information.

13. Governing Law. In view of the fact that the principal office of Employer is located in the State of California, it is understood and agreed that the construction and interpretation of this Confidentiality Agreement shall at all times and in all respects be governed by the laws of the State of California applicable to transactions wholly performed in California between California residents.

14. Notices. Any notice required to be given hereunder shall be sufficient if in writing,

and sent by certified or registered mail, return receipt requested, first-class postage prepaid, in the case of Employee, to Employee's address as shown on Employer's records, and, in the case of Employer, to its principal office.

15. Entire Agreement. This Confidentiality Agreement contains the entire agreement and understanding by the between Employer and Employee with respect to the subject matter herein, and no representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by the party intended to be bound. No waiver of any provision of the Confidentiality Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced; moreover, no valid waiver of any provision of this Confidentiality Agreement at any time shall be deemed a waiver of any other provision of this Confidentiality Agreement at such time or shall be deemed a valid waiver of any other time.

16. Headings. The headings and other captions in this Confidentiality Agreement are for convenience and reference only and shall not be used interpreting, construing or enforcing any of the provisions of this Confidentiality Agreement.

IN WITNESS WHEREOF, Employer and Employee have duly executed this Confidentiality Agreement as of the day and year set forth above.

EMPLOYER

EMPLOYEE

MATTSON TECHNOLOGY, INC.

By: _____

(Signature)

Its: _____

(Signature)

(Print name)

California Labor Code Section 28760
Employment agreements; assignment of rights

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall 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.

MATTSON TECHNOLOGY, INC.

EMPLOYEE
CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this "Confidentiality Agreement") is entered into this 7th day of MAY, 1999 by and between MATTSON TECHNOLOGY, INC., a California corporation ("Employer") and the undersigned employee or prospective employee of Employer ("Employee") with reference to the following:

Employer is employing Employee in a position of trust and confidence. Employer desires to receive from Employee a covenant not to disclose certain information relating to Employer's business and certain other covenants, and the employment of Employee by Employer is conditioned upon Employer receiving such covenants. Employer and Employee desire to set forth in writing the terms and conditions of their agreements and understanding.

The parties agree as follows:

1. Treatment of Information.

1.1 Employee acknowledges that Employee shall or may be making use of, acquiring and adding to confidential information of a special and unique nature and value relating to such matters and Employer's trade secrets including, without limitation lists of customers and clients, marketing plans, financial information, business strategies, designs, specifications, systems, programs, products, processes, know-how, procedures and manuals. Employee further acknowledges that any information and materials received by Employer from third parties in confidence (or subject to non-disclosure or similar covenants) shall be deemed to be and shall be confidential information within the meaning of this Section 1.

1.2 As a material inducement to Employer to employ (or to continue to employ) Employee and to pay to Employee compensation for such services to be rendered to Employer by Employee, Employee covenants and agrees that Employee shall not, except with the prior written consent of Employer, or except if Employee is acting as an employee of Employer solely for the benefit of Employer in connection with Employer's business and in accordance with Employer's business practices and employee policies, at any time during or following the term of Employee's employment by Employer, directly or indirectly, disclose, divulge, reveal, report, publish, transfer or use, for any purpose whatsoever, any of such information which has been obtained by or disclosed to Employee as a result of Employee's employment by Employer, including any of the information referred to in Section 2 hereof.

1.3 Disclosure of any such information of Employer shall not be prohibited if such disclosure is directly pursuant to a valid and existing order of a court or other governmental body or agency within the United States; provided, however, that (i) Employee shall first have given prompt notice to Employer of any such possible or prospective order (or proceeding pursuant to which any such order may result) and (ii) Employer shall have been afforded a reasonable opportunity to prevent or limit any such disclosure.

2. Definition of Protected Information.

2.1 For the purposes of this Confidentiality Agreement, the term "Protected

Information" shall mean all of the information referred to in Section 1 hereof and all of the following materials and information (whether or not reduced to writing and whether or not patentable or protectable by copyright) which Employee receives, receives access to, conceives or develops or has received, received access to, conceived or developed, in whole or in part, directly or indirectly, in connection with Employee's employment with Employer (in any capacity, whether executive, managerial, planning, technical, sales, research, development, manufacturing, engineering or otherwise) or through the use of any Employer's facilities or resources:

(i) Production processes, marketing techniques and arrangements, mailing lists, purchasing information, pricing policies, quoting procedures, financial information, customer and prospect names and requirements, employee, customer, supplier and distributor data and other materials or information relating to Employer's business and activities and the manner in which Employer does business;

(ii) Discoveries, concepts, and ideas including, without limitation, the nature and results of research and development activities, processes, formulas, inventions, technology, techniques, product specifications, designs, "know-how", drawings and specifications;

(iii) Any other materials or information related to the business or activities of Employer which are not generally known to others engaged in similar businesses or activities; and

(iv) All ideas which are derived from or related to Employee's access to or knowledge of any of the above enumerated materials and information.

2.2 Failure to mark any of the Protected Information as confidential, proprietary or Protected Information shall not affect its status as part of the Protected Information under the terms of this Confidentiality Agreement.

2.3 For purposes of this Confidentiality Agreement, the term "Protected Information" shall not include information which is or becomes publicly available

(i) without breach of this Confidentiality Agreement,

(ii) without breach of any other agreement to which Employer is a party or a beneficiary or

(iii) without breach of any duty owed to Employer by Employee or any third party;

provided, however, that Employee hereby acknowledges and agrees that, Employee shall bear the burden of proving that any such information shall have become publicly available without any such breach.

3. Ownership of Information.

3.1 Employee covenants and agrees that all right, title and interest in any Protected Information shall be and shall remain the exclusive property of Employer. Without limiting the generality of the foregoing, Employee hereby assigns and transfers to Employer Employee's entire right, title and interest in and to all inventions including,

but not limited to, ideas, improvements, designs and discoveries, whether or not patentable and whether or not reduced to practice, made or conceived by Employee (whether made solely by Employee or jointly with others) during the period of Employee's employment with Employer which related in any manner to the actual or demonstrably anticipated business, work, or research and development of Employer or its subsidiaries, or result from or are suggested by any task assigned to Employee or any work performed by Employee for or on behalf of Employer or its subsidiaries. Employee agrees that all such inventions are the sole property of Employer. Notwithstanding the foregoing, this Section 3.1 shall not apply to any invention for which no equipment, supplies, facility or Protected Information of Employer was used, which was developed entirely on Employee's own time, which does not (i) relate to the business of Employer, (ii) related to Employer's actual or demonstrably anticipated research or development or (iii) result from any work performed by Employee for Employer and which otherwise complies fully with the requirements of California Labor Code S 2870. Employee agrees immediately to disclose to Employer all Protected Information developed in whole or in part by Employee during the term of Employee's employment with Employer and to assign to Employer any right, title or interest Employee may have in such Protected Information. Employee agrees to execute any instruments and to do all other things reasonable requested by Employer (both during and after Employee's employment with Employer) in order to vest more fully in Employer all ownership rights in those items hereby transferred by Employee to Employer.

3.2 Employee acknowledges receipt of a copy of Section 2870 of the California Labor Code and that execution of this Agreement constitutes written notification, as required by Section 2872 of the California Labor Code, regarding such Section 2870 and its protective effect on certain inventions developed by Employee.

3.3 If any one or more of the items described in Section 3.1 above are protectable by copyright and are deemed in way to fall within the definition of "work made for hire," as such term is defined in 17 U.S.C. S 101, such work shall be considered a "work made for hire," the copyright of which shall be owned solely, completely and exclusively by Employer. If any one or more of the aforementioned items are protectable by copyright and are not considered to be included in the categories of works covered by the "work made for hire" definition contained in 17 U.S.C. S 101, such items shall be deemed to be assigned and transferred completely and exclusively to Employer by virtue of the execution of this Confidentiality Agreement.

4. Covenants Not to Hire Employees. It is recognized and understood by the parties hereto that the employees of Employer are an integral part of Employer's business and that it is extremely important for Employer to use its maximum efforts to prevent Employer from losing such employees. It is therefore understood and agreed by the parties hereto that, because of the nature of the business of Employer, it is necessary to afford fair protection to Employer from the loss of any such employees. Consequently, as a material inducement to Employer to employ (or to continue to employ) Employee, Employee covenants and agrees that, for the period commencing on the date hereof and ending two (2) years after Employee's termination of employment with Employer, Employee shall not, directly or indirectly, hire or engage or attempt to hire or engage any individual who shall have been an employee of Employer at any time during the one (1)-year period prior to the date of Employee's termination of employment with Employer, whether for or on behalf of Employee or for any entity in which Employee shall have a direct or indirect interest (or any subsidiary or affiliate of any such entity), whether as a proprietor, partner, co-venturer, financier, investor or stockholder, director, officer, employer, employee, servant, agent, representative or otherwise.

5. **Conflicting Employment.** Employee agrees that during his employment with Employer, Employee will not engage in any other employment, occupation, consulting or other activity relating to the business in which Employer is now or may hereafter become engaged, or which would otherwise conflict with his obligations to Employer, without prior written consent of the Company, which consent shall not be unreasonable withheld.

6. **Injunctive Relief.** Employee understands and agrees that Employer shall suffer irreparable harm if Employee breaches any of Employee's obligations under this Confidentiality Agreement and that monetary damages shall be inadequate to compensate Employer for such breach. Accordingly, Employee agrees that, in the event of a breach or threatened breach by Employee of any of the provisions of this Confidentiality Agreement, Employer, in addition to and not in limitation of any other rights, remedies or damages available to Employer at law or in equity, shall be entitled to a temporary restraining order, preliminary injunction and permanent injunction in order to prevent or to restrain any such breach by Employee, or by any or all of Employee's partners, co-venturers, employers, employees, servants, agents, representatives and any and all persons directly or indirectly acting for, on behalf of or with Employee.

7. **Materials.** All notes, data, tapes, reference items, sketches, drawings, memoranda, records and other materials in any way relating to any of the information referred to in Section 1 and 2 hereof (including, without limitation, any Protected Information) or to Employer's business shall belong exclusively to Employer and Employee agrees to return to Employer all copies of such materials in Employee's possession or under Employee's control at the request of Employer or, in the absence of such a request, upon the termination of Employee's employment with Employer.

8. **Accounting for Profits; Indemnification.** Employee covenants and agrees that, if Employee shall violate any of Employee's covenants or agreements under this Confidentiality Agreement, Employer shall be entitled to an accounting and repayment of all profits, compensation, royalties, commissions, remunerations or benefits which Employee directly or indirectly shall have realized or may realize relating to, growing out of or in connection with any such violation; such remedy shall be in addition to and not in limitation of any injunctive relief or other rights or remedies to which Employer is or may be entitled at law or in equity or otherwise under this Confidentiality Agreement. Employee hereby agrees to defend, indemnify and hold harmless Employer against and in respect of (i) any and all losses and damages resulting from, relating or incident to, or arising out of any misrepresentation or breach by Employee of any warranty, covenant or agreement made or contained in this Confidentiality Agreement; and (ii) any and all actions, suits, proceedings, claims, demands, judgments, costs and expenses (including reasonable attorneys' fees) incident to the foregoing.

9. **Reasonableness of Restrictions; Severability.**

9.1 EMPLOYEE HAS CAREFULLY READ AND CONSIDERED THE PROVISIONS OF SECTIONS 1 THROUGH 8 HEREOF INCLUSIVE AND, HAVING DONE SO, AGREES THAT THE RESTRICTIONS SET FORTH IN SUCH SECTIONS ARE FAIR AND REASONABLE AND ARE REASONABLY REQUIRED FOR THE PROTECTION OF THE INTERESTS OF EMPLOYER AND ITS BUSINESS, OFFICERS, DIRECTORS AND EMPLOYEES. Employee further agrees that the restrictions set forth in this Confidentiality Agreement shall not impair Employee's ability to secure employment within the field or fields of Employee's choice including, without limitation, those areas in which Employee is, is to be or has been employed by Employer.

9.2 The provisions of this Confidentiality Agreement shall be deemed severable,

and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof. Employee agrees that the breach or alleged breach by Employer of (i) any covenant contained in other agreement (if any) between Employer and Employee or (ii) any obligation owed to Employee by Employer, shall not affect the validity or enforceability of the covenants and agreements of Employee set forth herein.

10. NO PRIOR AGREEMENTS. EMPLOYEE REPRESENTS THAT EMPLOYEE'S PERFORMANCE OF ALL THE TERMS OF THIS CONFIDENTIALITY AGREEMENT AND ANY SERVICES TO BE RENDERED AS AN EMPLOYEE OF EMPLOYER DO NOT AND SHALL NOT BREACH ANY FIDUCIARY OR OTHER DUTY OR ANY COVENANT, AGREEMENT OR UNDERSTANDING (INCLUDING, WITHOUT LIMITATION, ANY AGREEMENT RELATING TO ANY PROPRIETARY INFORMATION, KNOWLEDGE OR DATA ACQUIRED BY EMPLOYEE IN CONFIDENCE, TRUST, OR OTHERWISE, PRIOR TO EMPLOYEE'S EMPLOYMENT BY EMPLOYER) TO WHICH EMPLOYEE IS A PARTY OR BY THE TERMS OF WHICH EMPLOYEE MAY BE BOUND. EMPLOYEE COVENANTS AND AGREES THAT EMPLOYEE SHALL NOT DISCLOSE TO EMPLOYER, OR INDUCE EMPLOYER TO USE, ANY SUCH PROPRIETARY INFORMATION, KNOWLEDGE OR DATA BELONGING TO ANY PREVIOUS EMPLOYER OR OTHERS AND THAT EMPLOYEE WILL DISCLOSE TO EMPLOYER THE TERM AND SUBJECT OF ANY PRIOR CONFIDENTIALITY OR INVENTION, AGREEMENT OR AGREEMENTS EMPLOYEE HAS ENTERED INTO. EMPLOYEE FURTHER COVENANTS AND AGREES NOT TO ENTER INTO ANY AGREEMENT OR UNDERSTANDING, EITHER WRITTEN OR ORAL, IN CONFLICT WITH THE PROVISIONS OF THIS CONFIDENTIALITY AGREEMENT.

11. Employee's Status. Nothing in this Confidentiality Agreement shall be construed as constituting a commitment, guarantee, agreement or understanding of any kind or nature that Employer shall continue to employ Employee, or shall this Confidentiality Agreement affect in any way the right of Employer to terminate the employment of Employee at any time and for any reason whatsoever. By Employee's execution of this Confidentiality Agreement, Employee acknowledges and agrees that Employee's employment is "at will." No change of Employee's duties as an employee of Employer shall result in, or be deemed to be, a modification of the terms of this Confidentiality Agreement.

12. Burden and Benefit; Employer. This Confidentiality Agreement shall be binding upon, and shall inure to the benefit of, Employer and Employee, and their respective heirs, personal and legal representatives, successors and assigns. As used in the Confidentiality Agreement, the term "Employer" shall also include any corporation or entity which is a parent, subsidiary or affiliate of Employer. Employee hereby consents to the enforcement of any and all of the provisions of this Confidentiality Agreement by or for the benefit of Employer and any such other corporation or entity as to any Protected Information.

13. Governing Law. In view of the fact that the principal office of Employer is located in the State of California, it is understood and agreed that the construction and interpretation of this Confidentiality Agreement shall at all times and in all respects be governed by the laws of the State of California applicable to transactions wholly performed in California between California residents.

14. Notices. Any notice required to be given hereunder shall be sufficient if in writing,

and sent by certified or registered mail, return receipt requested, first-class postage prepaid, in the case of Employee, to Employee's address as shown on Employer's records, and, in the case of Employer, to its principal office.

15. Entire Agreement. This Confidentiality Agreement contains the entire agreement and understanding by the between Employer and Employee with respect to the subject matter herein, and no representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by the party intended to be bound. No waiver of any provision of the Confidentiality Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced; moreover, no valid waiver of any provision of this Confidentiality Agreement at any time shall be deemed a waiver of any other provision of this Confidentiality Agreement at such time or shall be deemed a valid waiver of any other time.

16. Headings. The headings and other captions in this Confidentiality Agreement are for convenience and reference only and shall not be used interpreting, construing or enforcing any of the provisions of this Confidentiality Agreement.

IN WITNESS WHEREOF, Employer and Employee have duly executed this Confidentiality Agreement as of the day and year set forth above.

EMPLOYER

EMPLOYEE

MATTSON TECHNOLOGY, INC.

By: 

(Signature)

Its: _____



(Signature)

DAVID E SALLONS

(Print name)

California Labor Code Section 28760
Employment agreements; assignment of rights

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall 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.