

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7525542

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	EMPLOYMENT AGREEMENT
RESUBMIT DOCUMENT ID:	507426582
CONVEYING PARTY DATA	
Name	Execution Date
GILAD LAREDO	02/25/2018
RECEIVING PARTY DATA	
Name:	KLA-TENCOR CORPORATION
Street Address:	ONE TECHNOLOGY DRIVE
City:	MILPITAS
State/Country:	CALIFORNIA
Postal Code:	95035
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	17068328
Application Number:	17069177
Application Number:	17210793
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>	
Phone:	402-496-0300
Email:	file@suiiter.com
Correspondent Name:	SUITER SWANTZ/KLA
Address Line 1:	SUITER SWANTZ PC LLO
Address Line 2:	14301 FNB PARKWAY, SUITE 220
Address Line 4:	OMAHA, NEBRASKA 68154
ATTORNEY DOCKET NUMBER:	P5813/P5818/P5904
NAME OF SUBMITTER:	MATTHEW A POULSEN
SIGNATURE:	/matthew a poulsen/
DATE SIGNED:	09/07/2022
Total Attachments: 8	
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KLA-TENCOR

EMPLOYEE PROPRIETARY INFORMATION AND INVENTIONS ASSIGNMENT AGREEMENT

KLA-TENCOR CORPORATION, a Delaware corporation, together with its subsidiaries, is engaged in the business of research and development within the semiconductor and related microelectronics industries, and provides consulting services to its customers with respect to its customer's research and development programs.

I acknowledge and agree that my employment with KLA-Tencor Corporation or any subsidiary or affiliate thereof creates a relationship of confidence and trust between me and KLA-Tencor Corporation, its subsidiaries, affiliates, successors and assigns (hereinafter collectively called "Company") and that in such capacity I have a duty to maintain the secrecy of information that may be disclosed to me in the course of my employment.

In consideration of my employment and of the compensation paid therefore, I agree to the following:

- Confidentiality.** I understand that during the course of my employment I will have access to various forms of non-public information. I understand that in the context of this Employee Proprietary Information and Inventions Assignment Agreement ("Agreement"), "Confidential Information" means non-public information and know-how which I receive or discover in the course of my employment, including but not limited to that relating to inventions, trade secrets, products and prototypes, technical data, product plans, schematics and other drawings, manufacturing processes, research and development, specifications, designs, software, algorithms, hardware and software configurations, formulas, flow charts, services, test data, check lists, procedures, technical manuals (including those for installation and service), Company-provided training, tooling, passwords, business strategies and plans, market analysis, marketing, marketing plans, finances, customer lists and information (including names and contact information), supplier and vendor lists and information (including names and contact information), pricing information, financial data, personnel information (including employee lists and responsibilities), organizational structure, and/or proprietary information given to the Company in confidence by others (collectively "Confidential Information"). I acknowledge that although not all such data may have a proprietary legend, the Company considers all such non-public information to be proprietary. Except as the Company may otherwise consent to in a writing signed by a Vice President or higher level executive, I agree to keep confidential and not to disclose or make any use of any Confidential Information except for the benefit of the Company. This provision shall survive my employment but shall not apply after information has been voluntarily disclosed to the public by the Company, independently developed and disclosed by others, or otherwise enters the public domain through lawful and proper means. I acknowledge and agree that the disclosure or use of any Confidential Information by me, other than for the sole benefit of the Company, is wrongful and would cause irreparable harm to the Company.
- Assignment of Inventions.** I hereby assign and transfer to the Company my entire right, title and interest in and to all inventions (as used in this Agreement, "inventions" shall include ideas, works of authorship, improvements, designs and discoveries), whether or not patentable or copyrightable, which during the period of my employment I may conceive, make, develop, work on, or first reduce to practice, either solely or jointly with others, whether or not reduced to drawings, written descriptions, documentation, models or other tangible form. The assignment requirement of the preceding sentence shall not apply to inventions (a) for which no equipment, supplies, facilities, or trade secret information of the Company was used, (b) which were developed entirely on my own time, (c) which do not relate to the business of the Company or to the Company's actual or demonstrably anticipated research or development, and (d) which do not result from any work performed by me for the Company. If in the course of my employment I incorporate into a Company product, process or machine a Prior Invention (as defined in paragraph 6 below) owned by me or in which I have an interest, the Company is hereby granted and shall have a

nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.

For the removal of any doubt, all Assignable inventions shall be deemed, to the extent applicable, "Service Inventions" as defined in the Israeli Patent Law, 1967 (the "**Patent Law**"), it being clarified that under no circumstances will I be deemed to have any proprietary right in any such Service Invention, notwithstanding the provision or non-provision of any notice of an invention and/or company response to any such notice, under Section 132(b) of the Patent Law. This agreement is expressly intended to be an agreement with regard to the terms and conditions of consideration for Service Inventions in accordance with Section 134 of the Patent Law. I specifically acknowledge and agree that my duties with the Company may entail the invention and development of new ideas, technologies, products and other confidential and proprietary information, and that the creation of any such intellectual property is an inherent part of the my duties with the Company. I further acknowledge and agree that I will not be entitled to additional royalties, consideration or other payments with regard to any Service Inventions or Excluded Inventions or any of the intellectual property rights set forth above, including any commercialization thereof or other intellectual property rights, and do hereby explicitly, irrevocably and unconditionally waive the right to receive any such additional royalties, consideration or other payments. Without derogating from the aforesaid, it is hereby clarified that the level of my compensation and consideration has been established based upon the aforementioned waiver of rights to receive any such additional royalties, consideration or other payments, and that my compensation as a service provider and/or employee of the Company includes full and final compensation and consideration to which I may be entitled under law with respect to any Assignable Inventions, excluded Inventions, Service Inventions or any of the intellectual property rights set forth above.

3. **Disclosure of Inventions; Patents; Publication.** I agree that in connection with any "invention" as defined in paragraph 2 above:
 - (a) I will disclose such invention promptly in writing to my manager, with a copy to the KLA-Tencor Legal Department, regardless of whether I believe the invention is outside the scope of this Agreement. Such disclosure shall be received in confidence by the Company.
 - (b) I will, at the Company's request, promptly execute a written assignment of title to the Company for any invention required to be assigned by paragraph 2 above ("assignable invention") and I will preserve any such assignable invention as confidential information of the Company; and
 - (c) Upon request, I agree to assist the Company or its nominee (at its expense) during and at any time subsequent to my employment in every reasonable way to obtain for its own benefit patents, copyrights or other statutory protection for such assignable inventions in any and all countries, which inventions shall be and remaining the sole and exclusive property of the Company or its nominee whether or not patented, copyrighted, or otherwise protected by statute.
 - (d) I will not publish or cause to be published information on any such invention. I recognize the right of ownership that the Company has to any publication relating to inventions belonging to the Company, and acknowledge my obligation to obtain clearance from the Company in advance of publishing on any invention, even if I believe it to be outside the scope of this Agreement.
4. **Execution of Documents.** In connection with paragraph 3(c) above, I further agree that during my employment and thereafter to execute, acknowledge and deliver to the Company or its nominee upon request and at its expense all such documents, including applications for patents.

copyrights, or other statutory protection to be issued therefore, as the Company may determine necessary or desirable to apply for and obtain on such assignable inventions in any and all countries and/or to protect the interest of the Company or its nominee in such inventions and to vest title thereto in the Company or its nominee. If the Company is unable because of my mental or physical incapacity or for any other reason to secure my signature to apply for or to pursue any application for any United States or foreign letters patent or copyright registrations covering inventions or original works of authorship assigned to the Company as above, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead, to execute and further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by me. I hereby waive and quitclaim to the Company any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any patents or copyright resulting from any such application for letters patent or copyright registration assigned hereunder to the Company.

5. **Maintenance of Records.** I agree to keep and maintain adequate and current written records of all such inventions made by me (in the form of notes, sketches, drawings and as may be specified by the Company), which records shall at all times be available to and remain the property of the Company.
6. **Prior Inventions.** I understand that all inventions, if any, whether or not patented or copyrighted or otherwise protected by statutes, which I made prior to my employment, are excluded from the scope of this agreement. To preclude any possible uncertainty, I have set forth below in Exhibit A a complete list of all my prior inventions, including numbers of all patents, patent applications, copyrights, and mask works, and a brief description of all unpatented, copyrights, or mask work registered inventions which are the not the property of others. I represent and covenant that the list is complete and that, if no items are on the list, I have no such prior inventions.
7. **Other Obligations.** I acknowledge that the Company from time to time may have agreements with other persons or with governmental authorities, or agencies thereof, which impose obligations or restrictions on the Company regarding inventions made during the course of work thereunder or regarding the confidential nature of such work. I agree to be bound by all such obligations and restrictions and to take all action necessary to discharge the obligations of the Company thereunder.
8. **Trade Secrets of Others.** I acknowledge and agree that my performance of all the terms of this Agreement does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by me in confidence or in trust prior to my employment and I will not use or disclose to the Company, or induce the Company to use, any confidential or proprietary or trade secret information or material belonging to any previous employer or others. I will promptly notify the Company if I am given any assignment that might cause such breach. I also represent that I am not at the present time restricted from being employed by the Company, from performing the duties of my position with the Company, or from entering into this agreement; and I agree not to enter into any agreement, either written or oral, in conflict herewith. I commit that I will not to bring onto the premises of the Company any unpublished, confidential, proprietary, or trade secret information, documents, or property belonging to my former employers or other third parties, unless consented to in writing by such employers or third parties. I understand that any misrepresentation, falsification, omission, or deception in this regard may lead to the termination of my employment, and the Company may seek indemnification against me for any damages caused thereby.
9. **Export Restrictions.** I acknowledge and agree that I will not export directly or indirectly any technical information, materials, or direct products thereof that are subject to export control laws and regulations of the United States Departments of Commerce, State or Treasury, or similar restrictions under the laws and regulations of Israel or any other relevant jurisdiction without prior authorization from the Company. I understand that any technical information or material that I

may possess or transport in connection with my employment may be subject to export regulations of the United States, Israel or other relevant jurisdictions and that violations can subject me to civil and criminal penalties and to seizure of the materials in question. I acknowledge and agree that I accept responsibility for obtaining necessary export approvals before traveling with controlled information or material.

10. **Return of Company Information.** In the event of the voluntary or involuntary termination of my employment for any reason whatsoever, or at the written request of the Company at any time, I agree that I will deliver to the Company without destruction (and will not keep in my possession or deliver to anyone else) any and all drafts, originals and copies of devices, tooling, records, manuals, procedures, software, data, notes, reports, proposals, lists and sources of customers, lists of employees, proposals, business plans and projections, reports, job notes, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, or any other documents or property obtained or prepared by me in the course of my employment, including materials from affiliated entities, successors, assigns, third parties, or any customer of the Company. I further acknowledge and agree that I will not take with me any description containing or pertaining to any Confidential Information, knowledge or data of the Company which I may produce or obtain during the course of my employment. In the event of the termination of my employment, I agree to sign and deliver such "Termination Certificate" as may be presented by the Company similar to that attached hereto as Exhibit B.

11. **Non-Solicitation.** During my employment and for a period of one (1) year after the voluntary or involuntary termination of my employment for any reason, in order to protect Confidential Information and enable the Company to maintain a stable work force and operate its business, I agree that I will not solicit nor encourage nor will I permit anyone under my authority or control to solicit or encourage any of the Company's employees, agents or consultants to terminate their relationship with the Company. I understand that I may advertise job openings through media available to the general public and that I may hire Company employees who approach me for jobs on their own initiative. I agree that this provision contains restrictions that are not greater than necessary to protect the interests of the Company.

12. **Outside Activities During Employment.** I hereby certify that I am not engaged in any employment, consulting or other business relationship or activities except for the following:
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During the term of my employment, I will advise the Company in writing and obtain the written consent from the Legal or Human Resources department of the Company prior to engaging in any other employment, consulting, or business relationship or activities that have any possibility of creating a conflict of interest with the Company. I will not engage in any activity in conflict with my obligations to the Company.

13. **Remedy.** I acknowledge that the Company will not be reasonably or adequately compensated in damages if I breach my obligations under this Agreement. Therefore, and notwithstanding any arbitration agreements with the Company, I acknowledge and agree that if there is a breach or threatened breach of any provisions of this Agreement that the Company or I shall be entitled to seek specific performance or an injunction without posting a bond restraining us from committing such breach. The parties' right to an injunction shall not limit its right to any other remedies, including damages.

14. **Modification.** This Agreement may not be changed, modified, released, discharged, abandoned, or otherwise amended, in whole or in part, except by an instrument in writing, signed by me and an authorized Vice President of the Company.

15. **Severability.** In the event that any provision of this Agreement shall be held to be illegal or unenforceable, such paragraph or provision shall be severed from this Agreement and the entire Agreement shall not fail on account thereof, but shall otherwise remain in full force and effect.
16. **Effective Date.** This Agreement shall be effective as of the first day of my employment with the Company.
17. **Successors and Assigns.** This Agreement shall be binding upon my heirs, executors, administrators or other legal representatives and is for the benefit of the Company, its successors and assigns.
18. **Governing law.** This Agreement shall be governed by the laws of the State of Israel.
19. **Entire Agreement.** Except as expressly provided for in this Paragraph 19, I agree that this Agreement sets forth the entire agreement between me and the Company relating to the subject matter herein. I understand that to the extent that I have previously entered, or do hereinafter enter, into agreements with the Company that contain confidentiality, non-disclosure, invention assignment, export restrictions, and/or non-solicitation obligations that do not conflict with the provisions of this Agreement, such agreements shall continue in force. The provisions of this Agreement shall prevail over and supersede the provisions of such other agreements in the event of any conflict of terms.

Date: 2/2/18

GILAD LAREDO
Printed Name of Employee


Signature of Employee

EXHIBIT A

LIST OF PRIOR INVENTIONS AND ORIGINAL WORKS OF AUTHORSHIP

TITLE	DATE	IDENTIFYING NUMBER OR BRIEF DESCRIPTION
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EXHIBIT B

TERMINATION CERTIFICATION

This is to certify that I do not have in my possession or control, nor have I failed to return, any Confidential Information as defined in the Proprietary Information and Inventions Assignment Agreement, including but not limited to technical, business, financial, customer, or personnel information or data, records, software, notes, reports, research, plans, proposals, lists and sources of customers, lists of employees, , business plans and projections, check lists, correspondence, specifications, drawings, blueprints, sketches, manuals, procedures, materials, equipment, tooling, devices, other documents or property, or reproductions of any aforementioned items belonging to KLA-Tencor Corporation, subsidiaries, affiliates, successors and assigns (hereinafter collectively called "Company") or to customers of the Company .

I further certify that I have complied with all terms of the Proprietary Information and Inventions Assignment Agreement, including the reporting of any inventions and original works of authorship (as defined therein) conceived or made by me (solely or jointly with others) covered by that Agreement.

I confirm that, in compliance with the Proprietary Information and Inventions Assignment Agreement, I will preserve as confidential all Confidential Information, including but not limited to all trade secrets, confidential knowledge, data or other proprietary information relating to products, processes, services, know-how, designs, formulas, developmental or experimental work, computer programs, data bases, other original works of authorship, customer or employee lists or information, business plans, financial information or other subject matter pertaining to any business of the Company, the Company's customers, consultants or licensees.

Date:

.....
Printed Name

.....
Signature

