

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7854388

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
STICHTING NEDERLANDSE WETENSCHAPPELIJK ONDERZOEK INSTITUTEN	06/15/2020
RECEIVING PARTY DATA	
Name:	ASML NETHERLANDS B.V.
Street Address:	P.O. BOX 324
City:	VELDHOVEN
State/Country:	NETHERLANDS
Postal Code:	5500 AH
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17460947
CORRESPONDENCE DATA	
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<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>	
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ATTORNEY DOCKET NUMBER:	2857.8020003
NAME OF SUBMITTER:	DONALD J. FEATHERSTONE, REG.NO.33,876
SIGNATURE:	/Donald J. Featherstone/
DATE SIGNED:	03/20/2023
Total Attachments: 2	
source=2023-03-20-Assignment-Stichting-NWOI-2-2857-8020003#page1.tif	
source=2023-03-20-Assignment-Stichting-NWOI-2-2857-8020003#page2.tif	

ASSIGNMENT of IPR under the ARCNL agreement

This assignment concerns an invention and intellectual property rights (IPR) created under the agreement "The Advanced Research Centre for Nano-Lithography Cooperation" (the "ARCNL agreement", signed March 2014) to which ASML and NWO-I are parties and in accordance to which the ASSIGNOR(s):

NAME(S) OF ASSIGNOR(S) and ADDRESSES	(1)	Stichting Nederlandse Wetenschappelijk Onderzoek Instutien, established and existing under the laws of the Netherlands, with offices at Winthoutaan 2, 3526 KV Utrecht, The Netherlands ("NWO-I")

herewith assign(s) and transfer(s) unto:

NAME OF ASSIGNEE and ADDRESS	ASML Netherlands B.V.
	P.O. Box 324
	5500 AH Veldhoven
	The Netherlands

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

TITLE OF THE INVENTION	Metrology apparatus and method for determining a characteristic of one or more structures on a substrate
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for which a patent application was executed and/or filed for:

PCT	2019-Jul-01	WO	PCT/EP2019/067533	
US	2019-Jul-31	US	16/527,142	US, 17/460,947,
TW	2019-Jul-23	TW	108125919	August 30, 2021

/DJF reg no 33,876
20 March 2023/

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

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

AND the ASSIGNOR(s) acknowledge(s) that the aforesaid invention(s) was/were made in the framework of the ARCNL agreement which entitles ASML to the sole ownership of the invention;

AND NWO-I acknowledges that it has provided the NWO-I-Inventor(s) with a salary and/or other remuneration which include(s) a fair and reasonable compensation for the assignment hereunder of the subject matter herein assigned;

AND the NWO-I-Inventor(s) acknowledge(s) that the received salary and/or other remuneration from NWO-I include(s) a fair and reasonable compensation for the assignment hereunder of the subject matter herein assigned;

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

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

AND the ASSIGNOR(s) represent(s) and warrant(s) to have the full right to convey the subject matter herein assigned, to have obtained the consent, if applicable, of all joint owners and all inventors to the subject matter assigned herein, to have not made and will not

make any agreement or license in conflict herewith, and to have not encumbered and will not encumber by any grant, license or right the subject matter herein assigned;

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

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

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

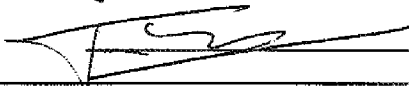

AND, where permitted by law, the ASSIGNOR(s) agree(s) that the agreement herein supersedes, modifies and/or supplements the law to the extent the agreement herein provides ASSIGNEE greater rights and protections than available under the law;

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

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

AND the ASSIGNOR(s) agree(s) that any dispute arising from or in relation to the agreement herein shall be submitted to the exclusive jurisdiction and venue of the competent court of Oost-Brabant, the Netherlands, unless ASSIGNEE in its sole discretion prefer(s) to submit such dispute to an arbitration, whereby the arbitral tribunal shall be composed of one arbitrator, the place of arbitration shall be within the Netherlands, and the arbitral procedure shall be conducted in the English language;

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

ASSIGNOR(S)		DATE SIGNED
NWO-1 PROF. J.W.M. FRENKEN		
By:		15-06-2020
Title:		Date
ASSIGNEE		DATE SIGNED
Company:	 ASML Netherlands B.V.	03 DEC 20
Signor Name:	Antonius J.M. van Hoef Senior Vice President and Chief IP Counsel	Date