

T.M.B.  
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AGREEMENT

THIS AGREEMENT made and entered into on the 1st day of April, 1960, by and between BECKMAN INSTRUMENTS INC., a California corporation (hereinafter called BECKMAN) and CLEVITE CORPORATION, an Ohio Corporation (hereinafter called CLEVITE),

W I T N E S S E T H:

WHEREAS, SHOCKLEY TRANSISTOR CORPORATION, a California Corporation (hereinafter called TRANSISTOR) has been engaged in the business of developing, manufacturing and selling Semi-Conductor Devices (as hereinafter defined); and whereas, BECKMAN owned all of the capital stock of TRANSISTOR; and whereas TRANSISTOR adopted a plan of liquidation under which all of its assets were transferred to BECKMAN as of the close of business on March 31, 1960; and whereas, CLEVITE desires to buy certain assets heretofore owned by TRANSISTOR and BECKMAN is willing to sell the same, upon the terms and conditions and with the agreements hereinafter set forth;

NOW, THEREFORE, the parties hereto agree:

1. Beckman agrees to sell and transfer to Clevite, and Clevite agrees to buy from Beckman

(a) all the property and assets of Transistor as of the close of business, March 31, 1960, immediately prior to its liquidation (except cash and accounts receivable, the patent applications listed on Exhibit A hereto and those contracts expressly excluded on Exhibit D) including, without limiting

the generality of the foregoing, Transistor's inventories, pre-paid items, machinery and equipment, patents and patent applications listed on Exhibit B hereto, notebooks listed on Exhibit C hereto, other Invention Rights (as hereinafter defined), trade-marks, trade-names, trade secrets, books and records, and its business as a going concern, and, insofar as Beckman has rights therein or the right to transfer, Transistor's leases, contracts and the right to the use of Transistor's name, but excluding corporate minute books, stock records and general ledger and records supporting entries therein, and any interest in the name "Beckman"

(b) the patent applications listed on Exhibit F;  
and

(c) the entire right, title and interest which Beckman may now or hereafter have

(1) in Invention Rights relating to Semi-Conductor Devices which have been originated by employees of Transistor or which are originated for a period of two years hereafter by persons who have been employees of Transistor, and

(ii) in any other assets used by Transistor in its operations during the period January 1 to March 31, 1960, except the items listed in Exhibit G hereto.

2. Beckman grants to Clevite a non-exclusive irrevocable, paid-up license, to make, use and sell Semi-Conductor Devices *and to make and use only processes and apparatus which were:*

(a) designed specially for the manufacture of Semi-Conductor Devices or for the manufacture of Semi-Conductor Devices and other products and which are not for sale generally

by Beckman or one of its subsidiaries or,

(b) used by Transistor,

under and with respect to any and all Invention Rights which it or any corporation controlled by it (other than Transistor ) now owns or has the right to license, which license may be assigned or sub-licensed to one or more subsidiaries or in connection with the transfer of all or a substantial part of Clevite's semi-conductor business; provided that if the granting of such license results in an obligation on Beckman to another person or persons with respect to Clevite's operations, Clevite shall upon written notice from Beckman thereof elect within thirty days to surrender the license to the extent necessary to avoid obligation on Beckman or indemnify Beckman against any liability or loss in connection therewith.

3. In consideration of the foregoing, Clevite agrees to pay to Beckman \$1,025,000.00 and to assume and perform the agreements listed on Exhibit D (except those expressly excluded therein) and Transistor's uncompleted sales contracts and purchase orders involving less than \$5,000. Clevite agrees to indemnify and hold Beckman harmless from any and all liability imposed upon Beckman, or loss suffered by Beckman, by reason of the failure of Clevite fully to perform the obligations assumed by it hereunder.

4. The purchase and sale herein provided for shall be completed at the offices of Transistor, 1117 California Avenue, Palo Alto, California, on April 1, 1960 (or at such other place or

time as may be agreed upon by the parties), by (a) the delivery by Clevite to Beckman of a bank cashier's check in the amount of \$1,025,000.00 drawn on San Francisco funds, payable to the order of Beckman and (b) the delivery by Beckman to Clevite of instruments of transfer, in form and substance satisfactory to counsel for Clevite, transferring and assigning the assets to be sold hereunder, the time of such deliveries being hereinafter called the "Closing Date".

5. It is a condition of Clevite's obligations hereunder that at the "Closing Date" -

(a) The representations set forth in paragraph 7 are true and correct.

(b) There shall be delivered to Clevite an opinion of L. N. Duryea, Esq., counsel for Beckman, in form and substance satisfactory to counsel for Clevite, to the effect that:

(i) This Agreement has been duly authorized, executed and delivered on behalf of Beckman and is binding upon and enforceable against Beckman, in accordance with its terms; and the making and performance of this agreement by Beckman will not violate or cause a default under any obligation or agreement binding upon Beckman or Transistor.

(ii) Upon delivery of the instruments of transfer and the check, as provided in Paragraph 4, all right, title and interest which Transistor had at the close of business

on March 31, 1960, in its assets, with the exceptions provided in Paragraph 1, and subject to the provisions of Paragraph 10, will be effectively transferred to Clevite, free and clear of any liens, encumbrances or equities, except personal property taxes not yet payable, and those resulting from agreements listed in Exhibit D, subject to any rights of creditors of Transistor with respect to which Beckman has indemnified Clevite in Paragraph 11 hereof.

6. It is a condition of Beckman's obligation hereunder, that at "Closing Date" there be delivered to it an opinion of Messrs. Jones, Day, Cockley and Reavis, counsel for Clevite, in form and substance satisfactory to counsel for Beckman, to the effect that this Agreement has been duly authorized, executed, and delivered on behalf of Clevite and constitutes a binding obligation of Clevite, enforceable in accordance with its terms.

7. Beckman represents and warrants to Clevite as follows, all such warranties to survive the closing irrespective of any investigation or knowledge by Clevite:

(a) The balance sheet of Transistor as at December 31, 1959 attached hereto as Exhibit E fairly sets forth its financial condition as at such date, determined in accordance with generally accepted accounting principles; since that date there have been no changes in the inventories and fixed assets except as resulting from transactions in the ordinary

course of business; and the amount of such inventories and fixed assets as at March 31, 1960, determined upon a basis consistent with such December 31, 1959 balance sheet except for the application of newly developed standard costs known to Clevite, will be not less than the amount of each such account shown in such balance sheet, except for normal depreciation and amortization provisions.

(b) Beckman owns (and at the Closing Date Beckman will own) all the assets shown on such balance sheet including the patents and patent applications listed in Exhibit A, (which are contemporaneously being transferred to Dr. William Shockley) and in Exhibit B hereof, together with any other assets owned by Transistor at the close of business March 31, 1960, free and clear of any liens, encumbrances or equities, except (i) personal property taxes not yet payable; (ii) assets disposed of in the ordinary course of business; (iii) those resulting from agreements listed on Exhibit D; and (iv) any rights of creditors of Transistor resulting from its dissolution and liquidation; and neither Beckman nor any corporation controlled by it, other than Transistor (A) owned or had any interest in any of the assets being used by Transistor at any time during the period January 1 through March 31, 1960, except as herein to be transferred and as listed in Exhibit G or (B) has since 1957 been engaged in the business of developing or

manufacturing Semi-Conductor Devices.

(c) Neither Transistor nor Beckman nor any other corporation controlled by it has granted to others any licenses in Invention Rights for Semi-Conductor Devices, or any right to use the name "Shockley", except in agreements listed on Exhibit D.

(d) Transistor had on March 31, 1960, no sales or purchase commitments involving more than \$5,000, nor any other leases, contracts or agreements not terminable on no more than thirty (30) days notice, except as listed in Exhibit D.

(e) The business and activities of Transistor, to the best of the knowledge and belief of the officers of Transistor and Beckman, have not infringed any patent nor required any license or similar right from Beckman or any other person (except the license from Western Electric Company referred to in Exhibit D); and no claim or assertion of any such infringement or as to the requirement of any such license has been made to any officer of Transistor or of Beckman.

Except as otherwise stated herein, Beckman makes no other representation or warranty of any nature and, without limiting the generality of the foregoing, makes no warranty concerning the condition of, useability of or marketability of the inventory.

8. Clevite represents that its officers, resident patent counsel and the general manager of its transistor division know of no breach of the warranties set forth in Paragraph 7.

9. Beckman and Clevite are contemporaneously entering into a lease and option agreement with respect to the property heretofore occupied by Transistor in Palo Alto.

10. In the event any of the contracts, agreements, sales or purchase orders, or leases to be assigned hereunder are non-assignable according to their terms except with the consent of another person, Beckman agrees to use its best efforts to secure such consent. In the case of such sales orders or Government contracts, pending such consent, or in the event the consent cannot be obtained, Clevite agrees to perform the services and supply the items required thereunder, and Beckman agrees to pay over any proceeds of the same collected by it (excluding accounts receivable as of March 31, 1960) and to indemnify Clevite from any failure to collect such proceeds otherwise than as a result of Clevite's failure to perform.

11. Beckman agrees to indemnify Clevite against and save it ~~harmless~~ from any liability or obligation or claimed liability or obligation of Transistor or of Beckman, other than the obligations for future performance under the orders and contracts expressly assumed by Clevite under Paragraph 3 hereof; and Beckman specifically agrees fully to pay and perform all of the

other liabilities and obligations of Transistor to other persons, including Transistor's obligations with respect to returns and allowances on prior sales and any warranties in connection therewith, provided, however, that Beckman shall not be obligated to pay claims to others which it reasonably contests.

12. After the Closing Date, Beckman will execute and deliver to Clevite, and will cause Transistor to execute and deliver, such further instruments of transfer and other documents as may be reasonably requested by it more fully to evidence the transfers herein provided and do such other acts and things as may be reasonably requested to carry out the purposes of this agreement. Beckman and Clevite each agree to make Transistor's records and facilities available to the other as may be reasonably required. }

13. As used in this agreement the following terms shall have the following meanings:

(a) "Semi-Conductor Devices" shall mean and include "Transistors", "Phototransistors" and "Diodes", (defined as set forth below) and solar cells and solar batteries.

"Transistor" means a transducer consisting

of (i) a body of electronic semi-conductor material, and (ii) at least three electrodes for said body; if provided as a part thereof said transducer includes housing, passivating or supporting means therefor; but said transducer does not include any electrical circuitry associated with said electrodes. Said transducer has such characteristics that when it is connected through its electrodes (a) to an input circuit for the application of input signals to said body, with or without a source of biasing potential, (b) to an output circuit, and (c) to a source of electric power, said transducer will produce in said output circuit potentials or currents which are effectively related to said input signals and dependent upon power supplied by said source of power.

"Phototransistor" means a transducer consisting of (i) a body of electronic semiconductor material, and (ii) a plurality of electrodes for said body; if provided as a part thereof, said transducer includes housing, passivating or supporting means therefor; but said transducer does not include any electrical

circuitry associated with said electrodes. Said transducer has such characteristics that when it is connected through its electrodes to an output circuit and to a source of electric power and input signals are applied to said transducer by the impingement of radiated energy upon said body, the transducer will produce in said output circuit potentials or currents which are effectively related to said input signals and dependent upon power supplied by said source.

"Diode" means a device consisting of (1) a body of electronic semi-conductor material, and (11) two electrodes for said body, the resistance of said body being a function of the magnitude or polarity of a potential applied through said electrodes; if provided as a part thereof, said device includes housing, passivating or supporting means therefor; but said device does not include any electrical circuitry associated with said electrodes.

(b) "Invention Rights" shall mean and include inventions, improvements, conceptions, notebooks and technical

records pertaining to the same, patents and patent applications, both domestic and foreign.

14. This agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

15. The agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF the parties have executed this agreement in Palo Alto, California, on the date first above set forth, by their respective officers thereunto duly authorized.

BECKMAN INSTRUMENTS, INC.

By *[Signature]*  
Vice President

and *[Signature]*  
asst. Sec.

CLEVITE CORPORATION

By *[Signature]*  
Vice President

and *[Signature]*  
asst. Sec.

EXHIBIT A

Serial No.	Filing Date	Inventor	Title
580,513	April 25, 1956	Shockley	Semiconductor Shift Register
601,815	August 2, 1956	Shockley & Jones	Crystal Growing Method and Apparatus
605,646	August 22, 1956	Shockley	Junction Transistor
628,180	December 13, 1956	Shockley	Semiconductor Switching System and Method
648,889	March 27, 1957	Shockley	Method of Growing Silicon Carbide Crystals
646,770	March 18, 1957	Shockley	Unipolar Field Effect Transistor
646,654	March 18, 1957	Shockley	Semiconductor Amplifying Device
646,728	March 18, 1957	Shockley	Grain Boundary Semiconductor Device and Method
646,625	March 18, 1957	Shockley	Semiconductor Device and Method of Making the Same
657,295	May 6, 1957	Shockley & Beckman	Method of Attaching Leads to Semiconductor Devices
652,117	April 11, 1957	Shockley & Noyce	Transistor Structure and Method
786,818	January 14, 1959	Shockley	Semiconductive Device and Method of Operating the Same
839,011	September 9, 1959	Shockley	Signal Translating Device
768,389	October 20, 1958	Shockley	Regulated Power Supply
769,227	October 23, 1958	Shockley	Semiconductive Wafer and Method of Making the Same
766,470	October 10, 1958	Shockley	Pulse Generator

Serial No.	Filing Date	Inventor	Title
769,193	October 23, 1958	Shockley	Method of Making Thin Slices of Semiconductive Material
775,504	November 21, 1958	Shockley	Semiconductive Switching Array and Method of Making the Same
783,026	December 26, 1958	Shockley	P-N Junction having Minimum Transition Layer Capacitance
780,327	December 15, 1958	Shockley	Semiconductive Device
794,608	February 20, 1959	Shockley	Process for Growing Single Crystals
827,331	July 15, 1959	Shockley	Pulse Generating Circuit
782,782	December 24, 1958	Shockley	Semiconductive Device and Method of Making the Same
817,705	May 29, 1959	Shockley	Semiconductive Device and Method
798,315	March 2, 1959	Shockley	Memory Element
797,788	March 6, 1959	Shockley	Fabrication of Semiconductor Elements
801,158	March 23, 1959	Shockley	Semiconductor Devices
811,838	May 8, 1959	Shockley & Horsley	Semiconductive Devices
853,905	November 18, 1959	Shockley	Field Effect Transistor
1,257	January 8, 1960	Shockley & Goetzberger	Thermostat
1,256	January 8, 1960	Shockley	Voltage Regulating Device
F&S-16417	March 16, 1960	Shockley	Electrical Component Holder

This Exhibit A includes all foreign patents and applications corresponding to any of the United States patents and applications herein listed.

EXHIBIT B  
Pending Applications

Serial No.	Filing Date	Inventor	Title
812,433	May 11, 1959	Sah	Transistor Structure and Method
829,360	July 24, 1959	Brown	Transistor Capsule and Header Therefor
842,464	September 25, 1959	Goetzberger	Method of Forming Junction Semiconductive Devices
1,339	January 8, 1960	Johnston	Reversible Counter
8,619	February 15, 1960	Brown	Semiconductor Device Mount
8,621	February 15, 1960	Goetzberger	P-N Junction and Method

Issued Patents

Patent No.	Patented	Inventor	Title
2,879,189	March 24, 1959	Shockley	Method and Apparatus for Growing Junction Semiconductive Devices
2,890,139	June 9, 1959	Shockley	Semiconductive Material Purification Method and Apparatus
2,912,598	November 10, 1959	Shockley	Shifting Register
2,927,008	March 1, 1960	Shockley	Crystal Growing Method and Apparatus

This Exhibit B includes all foreign patents and applications corresponding to any of the United States patents and applications herein listed.

EXHIBIT C

<u>Notebook No.</u>	<u>Issuee</u>	<u>Notebook No.</u>	<u>Issuee</u>
1.	W. Shockley	26.	W. Happ (missing)
2.	L. Valdes	27.	R. Brown
3.	W. Happ	28.	W. Shockley
4.	R. Jones	29.	J. Clifton
5.	S. Horsley	30.	R. DeBernardi
6.	G. Barclay	31.	C. T. Sah
7.	Noyce	32.	R. V. Jones
8.	W. Gadbury	33.	E. Brown
9.	D. Allison	34.	S. Fok
10.	S. Horsley (missing)	35.	A. Roder
11.	J. Last	36.	C. T. Sah
12.	G. Moore	37.	D. Farwell
13.	C. T. Sah	38.	S. Fok
14.	V. Grinich	39.	W. Ford
15.	V. Grinich	40.	D. Tavares
16.	V. Grinich	41.	R. Noyce
17.	V. Grinich	42.	H. Sello
18.	R. Meagher	43.	R. Grunewald
19.	R. Meagher	44.	S. Fok
20.	R. Wagner	45.	R. Parker
21.	L. B. Valdes	46.	S. Naggar (missing)
22.	L. B. Valdes	47.	R. Grunewald
23.	M. Asemissen	48.	D. Allison
24.	W. Pleibel	49.	J. Pine
25.	C. S. Roberts	50.	G. Moore

<u>Notebook No.</u>	<u>Issuee</u>	<u>Notebook No.</u>	<u>Issuee</u>
51.	J. Gibbons	76.	A. Goetzberger
52.	R. Johnston	77.	R. Lewis
53.	H. Rodeen (missing)	78.	G. Pardue
54.	R. Kroll (now No. 57.)	79.	A. Briggs
55.	R. Kroll (now No. 58.)	80.	J. Stadig
56.	R. Peterson	81.	C. T. Sah
57.	H. Rodeen (missing)	82.	W. Rosvold
58.	R. Grunewald	83.	S. Fok
59.	R. Wagner	84.	A. Goetzberger
60.	S. Fok	85.	B. McDonald
61.	L. Madden	86.	S. Fok
62.	B. Ryan	87.	J. Stadig
63.	H. Rodeen	88.	A. Roder
64.	C. T. Sah	89.	A. Ramans
65.	C. Carol	90.	K. Hubner
66.	C. T. Sah	91.	R. Teichner
67.	C. T. Sah	92.	D. Tremere
68.	A. Roder	93.	H. Wagner
69.	H. Sello	94.	E. Brown
70.	K. Knapp	95.	A. Goetzberger
71.	D. Tremere	96.	G. Weckler
72.	R. Johnston	97.	R. Biesele
73.	K. Hubner	98.	K. Hubner
74.	H. Rodeen	99.	H. Rodeen (missing)
75.	R. Teichner	100.	C. Stephens

Notebook  
No.

Issuee

101.	A. Ramans
102.	L. Weber
103.	J. Grens, C. Li
104.	W. Margolis
105.	N. Zetterquist
106.	M. Lichtenstein
107.	C. Stephens
108.	H. Queisser
109.	R. Finch
110.	S. Fok
111.	J. Beaudouin
112.	G. Lundquist
113.	F. Topor
114.	H. Fellner
115.	B. McDonald

1. Lease of Shockley Transistor Corporation with G. E. Carey, covering premises at 391 S. San Antonio Road, Mountain View, California, represented by a letter dated January 15, 1960.
2. Unwritten lease of Shockley Transistor Corporation with Beckman Instruments, Inc. covering premises at 1117 California Avenue, Palo Alto, California.
3. Lease of Shockley Transistor Corporation with Harry Frondiller, covering premises at 365 San Antonio Road, Mountain View, California, represented by a letter dated February 24, 1960.
4. Lease of a generator set - Shockley Transistor Corporation with Ther-monic Rental Corporation.
5. Agreement of Shockley Transistor Corporation with W. R. Grace & Co., dated May 1, 1959.
6. Agreements of Shockley Transistor Corporation with sales representatives dated various dates, terminable on not more than two months' notice.
7. Contract of Shockley Transistor Corporation with Air Force Cambridge Research Center, dated March 21, 1959, number AF 19(604)-5524, and supplements thereto.
8. Contract of Shockley Transistor Corporation with Office of Naval Research, dated June 1, 1959, number Nonr-2934(00).
9. Contract of Shockley Transistor Corporation with Wright Air Development Center dated May 20, 1959, number AF 33(616)-6707.
10. Contract of Beckman Instruments, Inc. and Shockley Transistor Corporation with United States Army Signal Supply Agency, effective date August 6, 1959, number DA 36-039 SC-85239, and supplements thereto.
11. Outstanding Purchase Orders of Shockley Transistor Corporation to vendors for an amount greater than \$5,000.00:  
Vendor: Fusite Corp. - Shockley Order Nos. 900498 and 900679

12. Outstanding Sales Orders of Shockley Transistor Corporation:  
Customer: Western Electric - Shockley Order No. 11406  
Hazeltine Corp. - Shockley Order No. 11734  
Cook Electric - Shockley Order No. 11011-14
13. Sub-license of Shockley Transistor Corporation from Beckman Instruments, Inc. under license from Western Electric.
14. Agreements of William Shockley with Beckman Instruments, Inc., dated September 1, 1957 and ~~April 1~~, 1960. *March 31*
15. Agreement of Shockley Transistor Corporation with Stanford University concerning an honor program.
16. Contract of Shockley Transistor Corporation with United States Army Signal Supply Agency, signed March 9, 1960, number DA 36-039 SC-85298

(Items 2, 13 and 14 are not assigned by Beckman or assumed by Clevite.)

## SHOCKLEY TRANSISTOR CORPORATION

## BALANCE SHEET

December 31, 1959

Current assets	\$ 57,624
Cash	16,331
Accounts receivable	189,047
Inventories	8,200
Prepaid expenses	<u>271,202</u>
Property, plant and equipment	412,112
Accumulated depreciation	<u>171,587</u>
	240,525
Investments in and advances to divisions and subsidiaries	-
Patents, drawings and goodwill, etc.	<u>21,526</u>
	21,526
	<u>\$533,253</u>
Total assets	
Liabilities and net worth	
Current liabilities	-
Notes payable	18,100
Accounts payable	6,995
Accrued expenses	-
Estimated Federal income tax	<u>25,095</u>
Long-term notes payable:	
Advances to/from other divisions, subsidiaries and corporate	1,534,150
Capital stock	100,000
Capital surplus	-
Earned surplus	(708,498)
Current year earnings	(417,494)
	<u>508,158</u>
Total	<u>\$533,253</u>
Total liabilities and net worth	

EXHIBIT F

PENDING APPLICATIONS

<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor</u>	<u>Title</u>
647,236	March 27, 1957	Noyce	Transistor Structure and Method
667,106	June 21, 1957	Roberts	Semiconductor Product and Method
725,876	April 2, 1958	DeBernardi & Moore	Method of Forming a Transistor Structure and Contacts Therefor
706,816	January 2, 1958	Noyce	Field Effect Transistor
716,913	February 24, 1958	Noyce	Semiconductive Device
740,120	June 5, 1958	Noyce	Semiconductive Device
760,255	September 10, 1958	Sah	Phosphorus Diffusion Process for Semiconductors
8,623	February 15, 1960	Goetzberger	Gettering Process

PATENTS

<u>Patent No.</u>	<u>Issued</u>	<u>Inventor</u>	<u>Title</u>
2,869,055	January 13, 1959	Noyce	Field Effect Transistor
2,929,753	March 22, 1960	Noyce	Transistor Structure and Method

4 Berkeley Digital-Volt Meters

1 Christian-Becker Analytical Balance, BII No. 8100021

1 DK2 Spectrophotometer

The Palo Alto building occupied by BECKMAN & TRANSISTOR

All items of equipment temporarily loaned by BECKMAN  
for use by TRANSISTOR

Office and service equipment jointly used by BECKMAN  
& TRANSISTOR

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GENERAL ASSIGNMENT AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that BECKMAN INSTRUMENTS, INC., a California corporation (herein called "BECKMAN"), for and in consideration of Ten Dollars (\$10) and other valuable consideration to it in hand paid by CLEVITE CORPORATION, an Ohio corporation (herein called "Clevite"), does hereby, as of the opening of business April 1, 1960, grant, bargain, sell, assign, transfer, set over and deliver unto Clevite, and its successors and assigns:

(a) All the property and assets of SHOCKLEY TRANSISTOR CORPORATION, a California corporation (herein called "Transistor"), as of the close of business March 31, 1960, immediately prior to its liquidation (except cash and accounts receivable, and the patent applications listed on Exhibit A hereto and those contracts expressly excluded on Exhibit D hereto) including, without limiting the generality of the foregoing:

1) All of Transistor's inventories, prepaid items, machinery and equipment, Invention Rights, as hereinafter defined, (other than those listed on Exhibit A hereto, but including those listed on Exhibits B and C hereto), trade-marks, trade-names, trade secrets, books and records, and its business as a going concern, but excluding corporate minute books, stock records, general ledger and records supporting entries therein and any interest in the name "Beckman".

2) Insofar as Beckman has any rights therein or the right to transfer, Transistor's leases and contracts immediately

prior to its liquidation, and the right to the use of Transistor's name.

(b) The entire right, title and interest which Beckman may now or hereafter have

1) in Invention Rights relating to Semi-Conductor Devices (as hereinafter defined) which have been originated by employees of Transistor or which are originated for a period of two years hereafter by persons who have been employees of Transistor, and

2) in any other assets used by Transistor in its operations during the period January 1 to March 31, 1960, except the items listed in Exhibit G hereto,

(c) The patent applications listed in Exhibit F hereto (there being no Exhibit E).

"Semi-Conductor Devices" shall mean and include Transistors, Phototransistors and Diodes, (defined as set forth below) and solar cells and solar batteries.

"Transistor" means a transducer consisting of  
(i) a body of electronic semi-conductor material,  
and (ii) at least three electrodes for said body;  
if provided as a part thereof said transducer includes housing, passivating or supporting means therefor; but said transducer does not include any electrical circuitry associated with said electrodes.

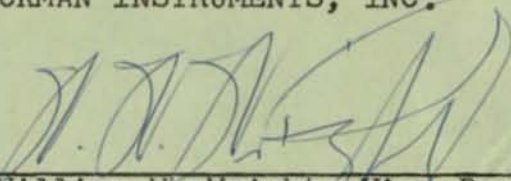
Said transducer has such characteristics that when it is connected through its electrodes (a) to an input circuit for the application of input signals to said body, with or without a source of biasing potential, (b) to an output circuit, and (c) to a source of electric power, said transducer will produce in said output circuit potentials or currents which are effectively related to said input signals and dependent upon power supplied by said source of power.

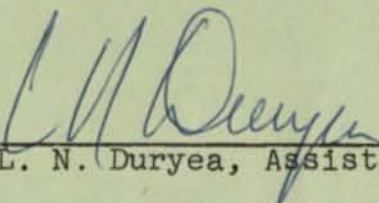
"Phototransistor" means a transducer consisting of (i) a body of electronic semi-conductor material, and (ii) a plurality of electrodes for said body; if provided as a part thereof, said transducer includes housing, passivating or supporting means therefor; but said transducer does not include any electrical circuitry associated with said electrodes. Said transducer has such characteristics that when it is connected through its electrodes to an output circuit and to a source of electric power and input signals are applied to said transducer by the impingement of radiated energy upon said body, the transducer will produce in said output circuit potentials or currents which are effectively related to said input signals and dependent upon power supplied by said source.

"Invention Rights" shall mean and include inventions, improvements, conceptions, notebooks and technical records pertaining to the same, patents and patent applications, both domestic and foreign.

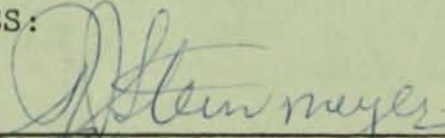
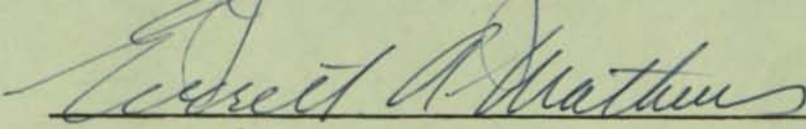
IN WITNESS WHEREOF, Beckman has caused this instrument to be executed in its corporate name and its corporate seal to be affixed hereto by its duly authorized officers this 1st day of April, 1960.

BECKMAN INSTRUMENTS, INC.

By   
William W. Wright, Vice President

By   
L. N. Duryea, Assistant Secretary

WITNESS:

STATE OF CALIFORNIA            )  
  )    ss  
COUNTY OF SANTA CLARA        )

Before me this 1st day of April, 1960, personally appeared William W. Wright and L. N. Duryea, Vice President and Assistant Secretary respectively of Beckman Instruments, Inc., a California corporation, the persons whose names are subscribed to the foregoing instrument, known to me personally and known to me to be the Vice President and Assistant Secretary of said corporation, who acknowledged that they executed said instrument as the act of said corporation.

*Robert L. Anderson*

Notary Public in and for the County of Santa Clara, State of California



ROBERT L. ANDERSON, Notary Public  
In and for the State of California  
My Commission Expires Nov. 5, 1963  
129 Clarendon Rd., Burlingame, Calif.

EXHIBIT A

Serial No.	Filing Date	Inventor	Title
580,513	April 25, 1956	Shockley	Semiconductor Shift Register
601,815	August 2, 1956	Shockley & Jones	Crystal Growing Method and Apparatus
605,646	August 22, 1956	Shockley	Junction Transistor
628,180	December 13, 1956	Shockley	Semiconductor Switching System and Method
648,889	March 27, 1957	Shockley	Method of Growing Silicon Carbide Crystals
646,770	March 18, 1957	Shockley	Unipolar Field Effect Transistor
646,654	March 18, 1957	Shockley	Semiconductor Amplifying Device
646,728	March 18, 1957	Shockley	Grain Boundary Semiconductor Device and Method
646,625	March 18, 1957	Shockley	Semiconductor Device and Method of Making the Same
657,295	May 6, 1957	Shockley & Beckman	Method of Attaching Leads to Semiconductor Devices
652,117	April 11, 1957	Shockley & Noyce	Transistor Structure and Method
786,818	January 14, 1959	Shockley	Semiconductive Device and Method of Operating the Same
839,011	September 9, 1959	Shockley	Signal Translating Device
768,389	October 20, 1958	Shockley	Regulated Power Supply
769,227	October 23, 1958	Shockley	Semiconductive Wafer and Method of Making the Same
766,470	October 10, 1958	Shockley	Pulse Generator

Serial No.	Filing Date	Inventor	Title
769,193	October 23, 1958	Shockley	Method of Making Thin Slices of Semiconductive Material
775,504	November 21, 1958	Shockley	Semiconductive Switching Array and Method of Making the Same
783,026	December 26, 1958	Shockley	P-N Junction having Minimum Transition Layer Capacitance
780,327	December 15, 1958	Shockley	Semiconductive Device
794,608	February 20, 1959	Shockley	Process for Growing Single Crystals
827,331	July 15, 1959	Shockley	Pulse Generating Circuit
782,782	December 24, 1958	Shockley	Semiconductive Device and Method of Making the Same
817,705	May 29, 1959	Shockley	Semiconductive Device and Method
798,315	March 2, 1959	Shockley	Memory Element
797,788	March 6, 1959	Shockley	Fabrication of Semiconductor Elements
801,158	March 23, 1959	Shockley	Semiconductor Devices
811,838	May 8, 1959	Shockley & Horsley	Semiconductive Devices
853,905	November 18, 1959	Shockley	Field Effect Transistor
1,257	January 8, 1960	Shockley & Goetzberger	Thermostat
1,256	January 8, 1960	Shockley	Voltage Regulating Device
F&S-16417	March 16, 1960	Shockley	Electrical Component Holder

This Exhibit A includes all foreign patents and applications corresponding to any of the United States patents and applications herein listed.

EXHIBIT B

Pending Applications

Serial No.	Filing Date	Inventor	Title
812,433	May 11, 1959	Sah	Transistor Structure and Method
829,360	July 24, 1959	Brown	Transistor Capsule and Header Therefor
842,464	September 25, 1959	Goetzberger	Method of Forming Junction Semiconductive Devices
1,339	January 8, 1960	Johnston	Reversible Counter
8,619	February 15, 1960	Brown	Semiconductor Device Mount
8,621	February 15, 1960	Goetzberger	P-N Junction and Method

Issued Patents

Patent No.	Patented	Inventor	Title
2,879,189	March 24, 1959	Shockley	Method and Apparatus for Growing Junction Semiconductive Devices
2,890,139	June 9, 1959	Shockley	Semiconductive Material Purification Method and Apparatus
2,912,598	November 10, 1959	Shockley	Shifting Register
2,927,008	March 1, 1960	Shockley	Crystal Growing Method and Apparatus

This Exhibit B includes all foreign patents and applications corresponding to any of the United States patents and applications herein listed.

EXHIBIT C

<u>Notebook No.</u>	<u>Issuee</u>	<u>Notebook No.</u>	<u>Issuee</u>
1.	W. Shockley	26.	W. Happ (missing)
2.	L. Valdes	27.	R. Brown
3.	W. Happ	28.	W. Shockley
4.	R. Jones	29.	J. Clifton
5.	S. Horsley	30.	R. DeBernardi
6.	G. Barclay	31.	C. T. Sah
7.	Noyce	32.	R. V. Jones
8.	W. Gadbury	33.	E. Brown
9.	D. Allison	34.	S. Fok
10.	S. Horsley (missing)	35.	A. Roder
11.	J. Last	36.	C. T. Sah
12.	G. Moore	37.	D. Farwell
13.	C. T. Sah	38.	S. Fok
14.	V. Grinich	39.	W. Ford
15.	V. Grinich	40.	D. Tavares
16.	V. Grinich	41.	R. Noyce
17.	V. Grinich	42.	H. Sello
18.	R. Meagher	43.	R. Grunewald
19.	R. Meagher	44.	S. Fok
20.	R. Wagner	45.	R. Parker
21.	L. B. Valdes	46.	S. Naggar (missing)
22.	L. B. Valdes	47.	R. Grunewald
23.	M. Asemissen	48.	D. Allison
24.	W. Pleibel	49.	J. Pine
25.	C. S. Roberts	50.	G. Moore

<u>Notebook No.</u>	<u>Issuee</u>	<u>Notebook No.</u>	<u>Issuee</u>
51.	J. Gibbons	76.	A. Goetzberger
52.	R. Johnston	77.	R. Lewis
53.	H. Rodeen (missing)	78.	G. Pardue
54.	R. Kroll (now No. 57.)	79.	A. Briggs
55.	R. Kroll (now No. 58.)	80.	J. Stadig
56.	R. Peterson	81.	C. T. Sah
57.	H. Rodeen (missing)	82.	W. Rosvold
58.	R. Grunewald	83.	S. Fok
59.	R. Wagner	84.	A. Goetzberger
60.	S. Fok	85.	B. McDonald
61.	L. Madden	86.	S. Fok
62.	B. Ryan	87.	J. Stadig
63.	H. Rodeen	88.	A. Roder
64.	C. T. Sah	89.	A. Ramans
65.	C. Carol	90.	K. Hubner
66.	C. T. Sah	91.	R. Teichner
67.	C. T. Sah	92.	D. Tremere
68.	A. Roder	93.	H. Wagner
69.	H. Sello	94.	E. Brown
70.	K. Knapp	95.	A. Goetzberger
71.	D. Tremere	96.	G. Weckler
72.	R. Johnston	97.	R. Biesele
73.	K. Hubner	98.	K. Hubner
74.	H. Rodeen	99.	H. Rodeen (missing)
75.	R. Teichner	100.	C. Stephens

Notebook  
No.

Issuee

101.	A. Ramans
102.	L. Weber
103.	J. Grens, C. Li
104.	W. Margolis
105.	N. Zetterquist
106.	M. Lichtenstein
107.	C. Stephens
108.	H. Queisser
109.	R. Finch
110.	S. Fok
111.	J. Beaudouin
112.	G. Lundquist
113.	F. Topor
114.	H. Fellner
115.	B. McDonald

1. Lease of Shockley Transistor Corporation with G. E. Carey, covering premises at 391 S. San Antonio Road, Mountain View, California, represented by a letter dated January 15, 1960.
2. Unwritten lease of Shockley Transistor Corporation with Beckman Instruments, Inc. covering premises at 1117 California Avenue, Palo Alto, California.
3. Lease of Shockley Transistor Corporation with Harry Frondiller, covering premises at 365 San Antonio Road, Mountain View, California, represented by a letter dated February 24, 1960.
4. Lease of a generator set - Shockley Transistor Corporation with Ther-monic Rental Corporation.
5. Agreement of Shockley Transistor Corporation with W. R. Grace & Co., dated May 1, 1959.
6. Agreements of Shockley Transistor Corporation with sales representatives dated various dates, terminable on not more than two months' notice.
7. Contract of Shockley Transistor Corporation with Air Force Cambridge Research Center, dated March 21, 1959, number AF 19(604)-5524, and supplements thereto.
8. Contract of Shockley Transistor Corporation with Office of Naval Research, dated June 1, 1959, number Nonr-2934(00).
9. Contract of Shockley Transistor Corporation with Wright Air Development Center dated May 20, 1959, number AF 33(616)-6707.
10. Contract of Beckman Instruments, Inc. and Shockley Transistor Corporation with United States Army Signal Supply Agency, effective date August 6, 1959, number DA 36-039 SC-85239, and supplements thereto.
11. Outstanding Purchase Orders of Shockley Transistor Corporation to vendors for an amount greater than \$5,000.00:  
Vendor: Fusite Corp. - Shockley Order Nos. 900498 and 900679

12. Outstanding Sales Orders of Shockley Transistor Corporation:  
Customer: Western Electric - Shockley Order No. 11406  
Hazeltine Corp. - Shockley Order No. 11734  
Cook Electric - Shockley Order No. 11011-14
13. Sub-license of Shockley Transistor Corporation from Beckman Instruments, Inc. under license from Western Electric.
14. Agreements of William Shockley with Beckman Instruments, Inc., dated September 1, 1957 and ~~April 1, 1960~~ <sup>March 31</sup>, 1960.
15. Agreement of Shockley Transistor Corporation with Stanford University concerning an honor program.
16. Contract of Shockley Transistor Corporation with United States Army Signal Supply Agency, signed March 9, 1960, number DA 36-039 SC-85298

(Items 2, 13 and 14 are not assigned by Beckman or assumed by Clevite.)

EXHIBIT F

PENDING APPLICATIONS

<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor</u>	<u>Title</u>
647,236	March 27, 1957	Noyce	Transistor Structure and Method
667,106	June 21, 1957	Roberts	Semiconductor Product and Method
725,876	April 2, 1958	DeBernardi & Moore	Method of Forming a Transistor Structure and Contacts Therefor
706,816	January 2, 1958	Noyce	Field Effect Transistor
716,913	February 24, 1958	Noyce	Semiconductive Device
740,120	June 5, 1958	Noyce	Semiconductive Device
760,255	September 10, 1958	Sah	Phosphorus Diffusion Process for Semiconductors
8,623	February 15, 1960	Goetzberger	Gettering Process

PATENTS

<u>Patent No.</u>	<u>Issued</u>	<u>Inventor</u>	<u>Title</u>
2,869,055	January 13, 1959	Noyce	Field Effect Transistor
2,929,753	March 22, 1960	Noyce	Transistor Structure and Method

4 Berkeley Digital-Volt Meters

1 Christian-Becker Analytical Balance, BII No. 8100021

1 DK2 Spectrophotometer

The Palo Alto building occupied by BECKMAN & TRANSISTOR

All items of equipment temporarily loaned by BECKMAN  
for use by TRANSISTOR

Office and service equipment jointly used by BECKMAN  
& TRANSISTOR

Exhibit G

ASSIGNMENT AND ASSUMPTION

111  
B/c  
3

Beckman Instruments, Inc., a California corporation, pursuant to an Agreement with Clevite Corporation, an Ohio corporation, dated April 1st, 1960, hereby transfers and assigns to Clevite Corporation the lease dated January 15, 1960, and all supplements and amendments thereto, covering the premises located at 391 South San Antonio Road, Mountain View, California, made between Shockley Transistor Corporation and G. E. Carey, together with all rights, powers, privileges and immunities under and with respect to such lease, which said lease was previously assigned by Shockley Transistor Corporation to Beckman Instruments, Inc.

DATED at Palo Alto, California, April 1st, 1960.

BECKMAN INSTRUMENTS, INC.

By [Signature]

Clevite Corporation, an Ohio corporation, hereby assumes and agrees to perform the duties imposed upon Shockley Transistor Corporation (which were heretofore assumed by Beckman Instruments, Inc.) by the provisions of the lease herein assigned.

DATED at Palo Alto, California, April 1st, 1960.

CLEVITE CORPORATION

By [Signature] VPres

The above assignment is hereby accepted and approved as of the 1st day of April, 1960.

G. E. CAREY

ASSIGNMENT AND ASSUMPTION

Beckman Instruments, Inc., a California corporation, pursuant to an Agreement with Clevite Corporation, an Ohio corporation, dated April 1st, 1960, hereby transfers and assigns to Clevite Corporation the lease dated January 15, 1960, and all supplements and amendments thereto, covering the premises located at 391 South San Antonio Road, Mountain View, California, made between Shockley Transistor Corporation and G. E. Carey, together with all rights, powers, privileges and immunities under and with respect to such lease, which said lease was previously assigned by Shockley Transistor Corporation to Beckman Instruments, Inc.

DATED at Palo Alto, California, April 1st, 1960.

BECKMAN INSTRUMENTS, INC.

By \_\_\_\_\_

Clevite Corporation, an Ohio corporation, hereby assumes and agrees to perform the duties imposed upon Shockley Transistor Corporation (which were heretofore assumed by Beckman Instruments, Inc.) by the provisions of the lease herein assigned.

DATED at Palo Alto, California, April 1st, 1960.

CLEVITE CORPORATION

By \_\_\_\_\_

The above assignment is hereby accepted and approved as of the 1st day of April, 1960.

\_\_\_\_\_  
G. E. CAREY

SLP  
B/C  
4

ASSIGNMENT AND ASSUMPTION

Beckman Instruments, Inc., a California corporation, pursuant to an Agreement with Clevite Corporation, an Ohio corporation, dated April 1st, 1960, hereby transfers and assigns to Clevite Corporation the contract dated May 1, 1959, and all supplements and amendments thereto, made between Shockley Transistor Corporation and W. R. Grace & Co., ~~identified by Number XXXXXXXXXXXXXXXXXX~~, previously assigned by Shockley Transistor Corporation to Beckman Instruments, Inc., together with all rights, powers, privileges and immunities under and with respect to such contract.

DATED at Palo Alto, California, April 1st, 1960.

BECKMAN INSTRUMENTS, INC.

By *[Signature]*  
V. Pres.

Clevite Corporation, an Ohio corporation, hereby assumes and agrees to perform the duties imposed upon Shockley Transistor Corporation (which were heretofore assumed by Beckman Instruments, Inc.) by the provisions of the contract herein assigned.

DATED at Palo Alto, California, April 1st, 1960.

CLEVITE CORPORATION

By *[Signature]*  
V. Pres.

9/11  
B/C  
5

ASSIGNMENT AND ASSUMPTION

Beckman Instruments, Inc., a California corporation, pursuant to an Agreement with Clevite Corporation, an Ohio corporation, dated April 1st, 1960, hereby transfers and assigns to Clevite Corporation the contract dated March 9, 1960, and all supplements and amendments thereto, made between Shockley Transistor Corporation and United States Army Signal Supply Agency, identified by Number DA36-039 SC-85298, previously assigned by Shockley Transistor Corporation to Beckman Instruments, Inc., together with all rights, powers, privileges and immunities under and with respect to such contract.

DATED at Palo Alto, California, April 1st, 1960.

BECKMAN INSTRUMENTS, INC.

By

[Signature]  
V. Pres

Clevite Corporation, an Ohio corporation, hereby assumes and agrees to perform the duties imposed upon Shockley Transistor Corporation (which were heretofore assumed by Beckman Instruments, Inc.) by the provisions of the contract herein assigned.

DATED at Palo Alto, California, April 1st, 1960.

CLEVITE CORPORATION

By

[Signature]  
V. Pres

all  
B/C  
S

ASSIGNMENT AND ASSUMPTION

Beckman Instruments, Inc., a California corporation, pursuant to an Agreement with Clevite Corporation, an Ohio corporation, dated April 1st, 1960, hereby transfers and assigns to Clevite Corporation the contract dated August 6, 1959, and all supplements and amendments thereto, made between Shockley Transistor Corporation and United States Army Signal Supply Agency, identified by Number DA36-309 SC-85239, previously assigned by Shockley Transistor Corporation to Beckman Instruments, Inc., together with all rights, powers, privileges and immunities under and with respect to such contract.

DATED at Palo Alto, California, April 1st, 1960.

BECKMAN INSTRUMENTS, INC.

By

[Signature]  
V-Pres.

Clevite Corporation, an Ohio corporation, hereby assumes and agrees to perform the duties imposed upon Shockley Transistor Corporation (which were heretofore assumed by Beckman Instruments, Inc.) by the provisions of the contract herein assigned.

DATED at Palo Alto, California, April 1st, 1960.

CLEVITE CORPORATION

By

[Signature]  
V Pres

700  
B/c  
5

ASSIGNMENT AND ASSUMPTION

Beckman Instruments, Inc., a California corporation, pursuant to an Agreement with Clevite Corporation, an Ohio corporation, dated April 1st, 1960, hereby transfers and assigns to Clevite Corporation the contract dated May 20, 1959, and all supplements and amendments thereto, made between Shockley Transistor Corporation and Wright Air Development Center, Dept. of Defence, identified by Number AF 33(616)-6707, previously assigned by Shockley Transistor Corporation to Beckman Instruments, Inc., together with all rights, powers, privileges and immunities under and with respect to such contract.

DATED at Palo Alto, California, April 1st, 1960.

BECKMAN INSTRUMENTS, INC.

By

[Handwritten Signature]  
V. Pres.

Clevite Corporation, an Ohio corporation, hereby assumes and agrees to perform the duties imposed upon Shockley Transistor Corporation (which were heretofore assumed by Beckman Instruments, Inc.) by the provisions of the contract herein assigned.

DATED at Palo Alto, California, April 1st, 1960.

CLEVITE CORPORATION

By

[Handwritten Signature]  
V. Pres.

B/c  
5

ASSIGNMENT AND ASSUMPTION

Beckman Instruments, Inc., a California corporation, pursuant to an Agreement with Clevite Corporation, an Ohio corporation, dated April 1st, 1960, hereby transfers and assigns to Clevite Corporation the contract dated June 1, 1959, and all supplements and amendments thereto, made between Shockley Transistor Corporation and Office of Naval Research, Dept. of Defence, identified by Number Nonr-2934(00), previously assigned by Shockley Transistor Corporation to Beckman Instruments, Inc., together with all rights, powers, privileges and immunities under and with respect to such contract.

DATED at Palo Alto, California, April 1st, 1960.

BECKMAN INSTRUMENTS, INC.

By

[Signature]  
V. Pres

Clevite Corporation, an Ohio corporation, hereby assumes and agrees to perform the duties imposed upon Shockley Transistor Corporation (which were heretofore assumed by Beckman Instruments, Inc.) by the provisions of the contract herein assigned.

DATED at Palo Alto, California, April 1st, 1960.

CLEVITE CORPORATION

By

[Signature]  
V. Pres

711  
B/C  
5

ASSIGNMENT AND ASSUMPTION

Beckman Instruments, Inc., a California corporation, pursuant to an Agreement with Clevite Corporation, an Ohio corporation, dated April 1st, 1960, hereby transfers and assigns to Clevite Corporation the contract dated March 21, 1959, and all supplements and amendments thereto, made between Shockley Transistor Corporation and Air Force Cambridge Research Center, Dept. of Defence, identified by Number AF 19(604)5524, previously assigned by Shockley Transistor Corporation to Beckman Instruments, Inc., together with all rights, powers, privileges and immunities under and with respect to such contract.

DATED at Palo Alto, California, April 1st, 1960.

BECKMAN INSTRUMENTS, INC.

By 

Clevite Corporation, an Ohio corporation, hereby assumes and agrees to perform the duties imposed upon Shockley Transistor Corporation (which were heretofore assumed by Beckman Instruments, Inc.) by the provisions of the contract herein assigned.

DATED at Palo Alto, California, April 1st, 1960.

CLEVITE CORPORATION

By 

9/11  
B/C  
6

A S S I G N M E N T

WHEREAS, BECKMAN INSTRUMENTS, INC., a corporation of the State of California, having a place of business at 2500 Fullerton Road, Fullerton, California, (hereinafter called BECKMAN) is the owner by assignment of the entire right, title and interest in and to certain inventions which are disclosed in the applications for Letters Patent of the United States and in the issued patents of the United States identified in the attached list, marked <sup>Exhibits B and F</sup> ~~Schedule A (BII-C)~~, and made a part hereof as though set forth in full; and

WHEREAS, CLEVITE CORPORATION, a corporation of the State of Ohio, having a place of business at 17000 St. Clair Avenue, Cleveland, Ohio, (hereinafter called CLEVITE) is desirous of acquiring the entire right, title and interest in and to the aforesaid Letters Patent and applications for Letters Patent, of the United States, together with the inventions disclosed therein.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) in hand paid to BECKMAN, and for other good and valuable consideration received by BECKMAN from CLEVITE, the receipt of which in full is hereby acknowledged, BECKMAN hereby sells, assigns, transfers and conveys to CLEVITE the entire right, title and interest in and to the aforesaid inventions, as described in the aforesaid Letters Patent and applications for Letters Patent of the United States, and any and all applications for patent and patents therefor in any and all countries, including divisions, reissues, continuations and extensions thereof, and

all rights of priority resulting from the filings of the aforesaid Letters Patent and applications for Letters Patent of the United States. BECKMAN authorizes and requests any official whose duty it is to issue patents, to issue any patent on the aforesaid inventions or resulting therefrom to CLEVITE, and agrees upon request and without further consideration, but at the expense of CLEVITE, it will communicate to CLEVITE, any facts known to it respecting said inventions, cause to be executed all lawful papers and generally do everything possible to aid CLEVITE to obtain and enforce proper patent protection for the aforesaid inventions in all countries.

BECKMAN INSTRUMENTS, INC.

By: 15/ W. W. Wright

Dated: April 1st, 1960.

STATE OF CALIFORNIA )  
COUNTY OF SANTA CLARA ) SS.

On this 1st day of April, 1960, before me personally appeared W. W. Wright, known to me to be the Vice-President of said BECKMAN INSTRUMENTS, INC. described in the foregoing assignment and also known to me to be the person who executed the foregoing assignment on behalf of said BECKMAN INSTRUMENTS, INC. therein named, and acknowledged to me that said BECKMAN INSTRUMENTS, INC. executed the same.

15/ Robert Anderson  
NOTARY PUBLIC

EXHIBIT B

Pending Applications

Serial No.	Filing Date	Inventor	Title
812,433	May 11, 1959	Sah	Transistor Structure and Method
829,360	July 24, 1959	Brown	Transistor Capsule and Header Therefor
842,464	September 25, 1959	Goetzberger	Method of Forming Junction Semiconductive Devices
1,339	January 8, 1960	Johnston	Reversible Counter
8,619	February 15, 1960	Brown	Semiconductor Device Mount
8,621	February 15, 1960	Goetzberger	P-N Junction and Method

Issued Patents

Patent No.	Patented	Inventor	Title
2,879,189	March 24, 1959	Shockley	Method and Apparatus for Growing Junction Semiconductive Devices
2,890,139	June 9, 1959	Shockley	Semiconductive Material Purification Method and Apparatus
2,912,598	November 10, 1959	Shockley	Shifting Register
2,927,008	March 1, 1960	Shockley	Crystal Growing Method and Apparatus

This Exhibit B includes all foreign patents and applications corresponding to any of the United States patents and applications herein listed.

EXHIBIT F

PENDING APPLICATIONS

<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor</u>	<u>Title</u>
647,236	March 27, 1957	Noyce	Transistor Structure and Method
667,106	June 21, 1957	Roberts	Semiconductor Product and Method
725,876	April 2, 1958	DeBernardi & Moore	Method of Forming a Transistor Structure and Contacts Therefor
706,816	January 2, 1958	Noyce	Field Effect Transistor
716,913	February 24, 1958	Noyce	Semiconductive Device
740,120	June 5, 1958	Noyce	Semiconductive Device
760,255	September 10, 1958	Sah	Phosphorus Diffusion Process for Semiconductors
8,623	February 15, 1960	Goetzberger	Gettering Process

PATENTS

<u>Patent No.</u>	<u>Issued</u>	<u>Inventor</u>	<u>Title</u>
2,869,055	January 13, 1959	Noyce	Field Effect Transistor
2,929,753	March 22, 1960	Noyce	Transistor Structure and Method

B/c  
7

JONES, DAY, COCKLEY & REAVIS

1759 UNION COMMERCE BUILDING

CLEVELAND 14, OHIO

RING BUILDING  
WASHINGTON 6, D.C.

April 1, 1960

Beckman Instruments, Inc.  
Fullerton, California

Gentlemen:

We are familiar with the Agreement dated today between Beckman Instruments, Inc. and Clevite Corporation, for whom we are counsel, and with the circumstances relating thereto.

In our opinion, the Agreement has been duly authorized, executed and delivered on behalf of Clevite Corporation and constitutes a binding obligation of Clevite Corporation enforceable in accordance with its terms.

In arriving at our opinion, we have discussed certain matters of California law with Messrs. Cooley, Crowley, Gaither, Godward, Castro and Huddleson.

Very truly yours,

*Jones, Day, Cockley & Reavis*

B/C

April 1, 1960

Clevite Corporation  
17000 St. Clair Avenue  
Cleveland 10, Ohio

Gentlemen:

Re: Agreement, April 1, 1960  
Beckman Instruments, Inc.  
and Clevite Corporation

I have examined the above Agreement in its executed form. It is my opinion that it has been duly authorized, executed and delivered on behalf of Beckman Instruments, Inc. and that it is binding upon and enforceable against Beckman Instruments, Inc. in accordance with its terms and that the making of the Agreement will not violate or cause a default under any obligation or agreement binding upon Beckman Instruments, Inc. or Shockley Transistor Corporation and that the performance of its terms by Beckman Instruments, Inc. will not violate or cause a default under any obligation or agreement binding upon Beckman Instruments, Inc. or Shockley Transistor Corporation.

Since Beckman Instruments, Inc. has received the check as provided in the Agreement, it is my opinion that all of the right, title and interest which Shockley Transistor Corporation had at the close of business on March 31, 1960 in its assets with the exceptions of its cash and accounts receivable and the patent applications listed in Exhibit A attached to the Agreement, and subject to the non-assignable provisions which may exist in its contracts, agreements, sales orders, purchase orders or leases are, subject to any requirements for recordation of patents and patent applications, effectively transferred to Clevite Corporation free and clear of any liens, encumbrances or equities, except personal property taxes not yet payable, and any rights of creditors of Shockley Transistor Corporation arising from the liquidation and proposed dissolution of Shockley Transistor Corporation and those resulting from the Agreements listed on Exhibit D attached to the Agreement.

This opinion in no way applies to or concerns the option referred to in paragraph 9 of the agreement.

Yours very truly,

L. N. Duryea  
Counsel

11-85 SAN FRANCISCO MAIN OFFICE 11-85 No. 336297  
 488 CALIFORNIA STREET  
**Bank of America**  
 NATIONAL TRUST AND SAVINGS ASSOCIATION  
 SAN FRANCISCO, CALIFORNIA. 88MAR31'60 11-85 1210 19

PAY TO THE ORDER OF \*BECKMAN INSTRUMENTS, INC. \*\*\*\*\*\$1,025,000.00

BANK OF AMERICA **\$1025000 AND 00/100** DOLLARS

**CASHIER'S CHECK**

*[Signature]*  
 ASST. CASHIER - MANAGER

PACIFIC NATIONAL BANK OF SAN FRANCISCO

11-39  
1210

No. A97512

SAN FRANCISCO, CALIFORNIA APRIL 1, 1960

PAY TO THE ORDER OF WILLIAM SHOCKLEY \*\*\*\*\*\$100,000.00

PACIFIC NAT'L. BANK OF S.F. 100,000 and 00/100

**CASHIER'S CHECK**

*[Signature]*  
 VICE PRESIDENT  
 ASSISTANT CASHIER



Clevite/Beckman Agreement  
File A-19

- 1 - Agreement
- 2 - General Assignment and Bill of Sale
- 3 - Assignment and Assumption re  
Lease - 391 South San Antonio Road, Mountain View, California
- 4 - Assignment and Assumption re  
Agreement - W. R. Grace & Co.
- 5 - Assignment and Assumption re  
Government Contracts:
  - United States Army Signal Supply Agency (DA36-039 SC-85298)
  - United States Army Signal Supply Agency (DA36-309 SC-85239)
  - Wright Air Development Center, Dept. of Defence  
(AF 33(616)-6707)
  - Office of Naval Research, Department of Defence  
(Nonr-2934(00))
  - Air Force Cambridge Research Center, Dept. of Defence  
(AF 19(604)-5524)
- 6 - Patent Assignment
- 7 - Jones, Day, Cockley & Reavis opinion
- 8 - L. N. Duryea opinion
- 9 - Copy of \$1,025,000.00 Cashier's Check to Beckman Instruments, Inc.  
Copy of \$100,000.00 Cashier's Check to William Shockley which  
was endorsed by Shockley to Beckman Instruments, Inc.