

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-A/A

**FOR REGISTRATION OF CERTAIN CLASSES OF SECURITIES
PURSUANT TO SECTION 12(b) OR (g) OF THE
SECURITIES EXCHANGE ACT OF 1934**

Applied Materials, Inc.

(Exact name of registrant as specified in its charter)

Delaware

94-1655526

(State of incorporation or organization)

(I.R.S. Employer Identification No.)

3050 Bowers Avenue, Santa Clara, CA

95054-3299

(Address of principal executive offices)

(Zip Code)

Securities to be registered pursuant to Section 12(b) of the Act:

**Title of each class
to be so registered**

**Name of each exchange on which
each class is to be registered**

If this form relates to the registration of a class of securities pursuant to Section 12(b) of the Exchange Act and is effective pursuant to General Instruction A.(c), check the following box.

If this form relates to the registration of a class of securities pursuant to Section 12(g) of the Exchange Act and is effective pursuant to General Instruction A.(d), check the following box.

Securities Act registration statement file number to which this form relates:

N/A

(if applicable)

Securities to be registered pursuant to Section 12(g) of the Act:

Rights to Purchase Series A Junior Participating Preferred Stock

(Title of Class)

(Title of Class)

This amended Form 8-A is being filed to amend the Form 8-A registration statement of Applied Materials, Inc. (the "Company") originally filed with the Securities and Exchange Commission on July 13, 1999 (the "Original 8-A") by amending and restating Item 1 thereof in its entirety as set forth herein.

Item 1. Description of Registrant's Securities to be Registered.

On July 7, 1999, the Board of Directors of Applied Materials, Inc., a Delaware corporation (the "Company"), declared a dividend distribution of one right (a "Right") for each outstanding share of common stock, par value \$.01 per share (the "Common Stock"), of the Company to stockholders of record at the close of business on July 18, 1999 (the "Record Date"). Each Right entitles the registered holder to purchase from the Company 2.5 hundred-thousandth (2.5/100,000) of a share of Series A Junior Participating Preferred Stock, par value \$.01 per share ("Preferred Stock"), at a price of \$93.75 per 2.5 hundred-thousandth of a share of Preferred Stock (the "Exercise Price"), subject to adjustment. The description and terms of the Rights are set forth in a Rights Agreement (the "Rights Agreement"), as amended, between the Company and Computershare Investor Services LLC, as Rights Agent.

Initially, the Rights will be evidenced by the Common Stock certificates representing shares then outstanding and no separate Right certificates will be distributed. The Rights will be exercisable, and transferable apart from the shares of Common Stock, on the earlier to occur of (i) 10 business days following a public announcement that a person or group of affiliated or associated persons has acquired, or has obtained the right to acquire (an "Acquiring Person"), beneficial ownership of 20% or more of the outstanding shares of Common Stock (the "Stock Acquisition Date"), or (ii) 10 business days following the commencement of (or a public announcement of an intention to make) a tender offer or exchange offer if, upon consummation thereof, the person who commenced the offer would be an Acquiring Person (the earlier of such dates being called the "Distribution Date"). The foregoing time periods are subject to extension as set forth in the Rights Agreement. After the occurrence of an event set forth in clause (ii) above, Rights will become exercisable for fractions of shares of Preferred Stock at the Exercise Price per 2.5 hundredth-thousandth of a share of Preferred Stock. After the occurrence of an event set forth in clause (i) above, the Rights will become exercisable as set forth below.

After the Record Date and until the Distribution Date (or earlier redemption or expiration of the Rights), new Common Stock certificates issued upon transfer or new issuance of the Common Stock will contain a notation incorporating the Rights Agreement by reference. Until the Distribution Date (or earlier redemption or expiration of the Rights), the surrender for transfer of any certificates for Common Stock outstanding as of the Record Date will also constitute the transfer of the Rights associated with the Common Stock represented by such certificate. As soon as practicable following the Distribution Date, separate certificates evidencing the Rights ("Right Certificates") will be mailed to each holder of record of the Common Stock as of the close of business on the Distribution Date and, thereafter, such separate Right Certificates alone will evidence the Rights.

The Rights are not exercisable until the Distribution Date and will expire at the close of business on July 6, 2009, unless earlier redeemed by the Company as described below.

As soon as practicable after the Distribution Date, Right Certificates will be mailed to holders of record of the Common Stock as of the close of business on the Distribution Date and, thereafter, the separate Right Certificates alone will represent the Rights. Except as otherwise determined by the Board of Directors, only shares of Common Stock issued prior to the Distribution Date will be issued with Rights.

In the event that any person or group becomes the beneficial owner of 20% or more of the then outstanding shares of Common Stock (other than as a result of a tender or exchange offer for all shares of the Common Stock at a price determined by a majority of the directors who are not representatives, nominees, affiliates or associates of an Acquiring Person, after receiving advice from one or more nationally recognized investment banking firms selected by such directors, to be fair and adequate to the stockholders, and otherwise in the best interests of the Company and its stockholders (a "Permitted Offer")), the Rights Agreement provides that proper provision shall be made so that each holder of a Right will thereafter have the right to receive, for a 90-day period (the "Exercise Period"), upon exercise, Common Stock (or, under certain circumstances, cash, preferred stock or other securities of the Company) having a market value equal to two times the exercise price paid (i.e., at a 50% discount). Following the occurrence of this event, any Rights that are, or (under certain circumstances specified in the Rights Agreement) were, beneficially owned by any Acquiring Person shall immediately become null and void. However, Rights generally are not exercisable following the occurrence of such an event until such time as the Rights are no longer redeemable by the Company as set forth below. Further, Rights generally are exercisable only after the effectiveness of a registration statement for the Common Stock under the Securities Act of 1933, as amended.

In the event that, at any time after any person or group becomes the beneficial owner of 20% or more of the then outstanding shares of Common Stock (other than as a result of a Permitted Offer), (i) the Company engages in a merger or other business combination transaction in which the Company is not the surviving corporation (other than following a Permitted Offer), (ii) the Company engages in a merger or other business combination transaction with another person in which the Company is the surviving corporation, but in which its Common Stock is changed or exchanged (other than following a Permitted Offer), or (iii) 50% or more of the Company's assets or earning power (on a consolidated basis) is sold or transferred, the Rights Agreement provides that proper provision shall be made so that each holder of a Right (except Rights which previously have been voided as set forth above) shall thereafter have the right to receive, upon the exercise thereof at the then current exercise price of the Right, common stock of the acquiring company having a market value equal to two times the exercise price paid (i.e., at a 50% discount). The events described in this paragraph are defined as "Triggering Events."

The Exercise Price payable, and the number of shares of Preferred Stock or other securities or property issuable, upon exercise of the Rights are subject to adjustment from time to time to prevent dilution (i) in the event of a stock dividend on, or a subdivision, combination or reclassification of, the Preferred Stock, (ii) upon the grant to holders of the Preferred Stock of certain rights or warrants to subscribe for Preferred Stock or convertible securities at less than

the current market price of the Preferred Stock, or (iii) upon the distribution to holders of the Preferred Stock of evidences of indebtedness or assets (excluding regular quarterly cash dividends) or of subscription rights or warrants (other than those referred to above). Provision is made for similar anti-dilution adjustments with respect to the Common Stock.

With certain exceptions, no adjustment in the Exercise Price will be required until cumulative adjustments require an adjustment of at least 1% in such Exercise Price. No fractional shares of Preferred Stock will be issued (except fractions which are integral multiples of 2.5 hundred-thousandth of a share of Preferred Stock) and, in lieu thereof, an adjustment in cash will be made based on the market price of the Preferred Stock on the last trading date prior to the date of exercise.

Shares of Preferred Stock purchasable upon exercise of the Rights will be nonredeemable and subordinate to other series of the Company's preferred stock. Each share of Preferred Stock will have a minimum preferential quarterly dividend rate of \$1.00 per share but will be entitled to an aggregate dividend of 10,000 times the dividend declared on the Company's Common Stock. In the event of liquidation, the holders of the Preferred Stock will receive a preferred liquidation payment of \$1.00 per share but will be entitled to receive an aggregate liquidation payment equal to 10,000 times the payment made per share of Common Stock. Each share of Preferred Stock will have 10,000 votes, voting together with the Company's Common Stock. In the event of any merger, consolidation or other transaction in which shares of Common Stock are exchanged, each share of Preferred Stock will be entitled to receive 10,000 times the amount received per share of Common Stock. The rights of the Preferred Stock as to dividends, liquidation and voting, and in the event of mergers and consolidations, are protected by customary antidilution provisions.

Because of the nature of the Preferred Stock's dividend, liquidation and voting rights, the value of the 2.5 hundred-thousandth interest in a share of Preferred Stock purchasable upon the exercise of each Right should approximate the value of one share of Common Stock.

At any time after the date of the Rights Agreement until 10 business days (or such later date as the Board of Directors of the Company may determine) following the Stock Acquisition Date, the Company may redeem the Rights in whole, but not in part, at a price of \$.01 per Right (the "Redemption Price"), payable in cash, Common Stock or other consideration deemed appropriate by the Board of Directors. Thereafter, the Company's right of redemption may be reinstated if the Exercise Period has expired, no Triggering Event has occurred and an Acquiring Person reduces his beneficial ownership to 5% or less of the outstanding shares of Common Stock in a transaction or series of transactions not involving the Company and there are no other Acquiring Persons. Immediately upon the action of the Board of Directors of the Company ordering redemption of the Rights, the Rights will terminate and the only right of the holders of Rights will be to receive the Redemption Price.

The Rights Agreement includes a "TIDE" (Three-year Independent Director Evaluation) provision. Under the TIDE provision, the Board of Directors' Stockholder Rights Plan Committee composed of independent directors will review the Rights Plan periodically (at least every three years). This committee will communicate its conclusions to the full Board of

Directors after each review, including any recommendation as to whether the Rights Plan should be modified or the Rights should be redeemed.

Until a Right is exercised, the holder thereof, as such, will have no rights as a stockholder of the Company, including, without limitation, the right to vote or to receive dividends. While the distribution of the Rights will not be taxable to the stockholders or the Company, the stockholders may, depending upon the circumstances, recognize taxable income in the event that the Rights become exercisable for Preferred Stock (or other consideration) of the Company or for common stock of the acquiring company as set forth above.

Other than those provisions relating to the principal economic terms of the Rights, any of the provisions of the Rights Agreement may be amended by the Board of Directors of the Company prior to the Distribution Date. After the Distribution Date, the provisions of the Rights Agreement may be amended by the Board of Directors in order to cure any ambiguity, to make changes which do not adversely affect the interests of holders of Rights (excluding the interests of any Acquiring Person), or to shorten or lengthen any time period under the Rights Agreement; *provided, however*, that no amendment to adjust the time period governing redemption shall be made at such time as the Rights are not redeemable.

The Rights have certain anti-takeover effects and can cause substantial dilution to a person or group that acquires 20% or more of the Common Stock (other than pursuant to a Permitted Offer) on terms not approved by the Board of Directors of the Company. The Rights should not, however, interfere with any merger or other business combination that the Board of Directors finds to be in the best interests of the Company and its stockholders because the Rights can be redeemed by the Board of Directors before the consummation of such transaction.

As of October 27, 2002, there were approximately 1,654,252,070 shares of Common Stock issued and outstanding. As long as the Rights are attached to the Common Stock, the Company will issue one Right with each new share of Common Stock so that all such shares will have Rights attached. One million one hundred thousand shares of Preferred Stock have been reserved for issuance upon exercise of the Rights.

The Rights Agreement, the Certificate of Designation, Preferences and Rights of the Terms of the Series A Junior Participating Preferred Stock, the Form of Right Certificate and the Form of Summary of Rights to Purchase Preferred Stock are attached to the Original 8-A as exhibits and are incorporated herein by reference. The foregoing description of the Rights is qualified in its entirety by reference to such exhibits.

The Company has entered into a First Amendment to Rights Agreement, dated as of November 6, 2002 (the "Rights Agreement Amendment"), with Computershare Investor Services LLC, as Rights Agent, which amends the Rights Agreement. The Rights Agreement Amendment confirms, among other things, the appointment of Computershare Investor Services, LLC as the successor Rights Agent to the Harris Trust and Savings Bank under the Rights Agreement, as amended. The Rights Agreement Amendment also sets forth various amendments to the Rights Agreement which were deemed appropriate or necessary to effect such appointment. The Rights Agreement Amendment is attached hereto as Exhibit 2 and is incorporated herein by reference. The foregoing description of the Rights Agreement Amendment is qualified in its entirety by reference to such exhibit.

Item 2. Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
2	First Amendment to Rights Agreement, dated as of November 6, 2002, between Applied Materials, Inc. and Computershare Investor Services, LLC, as Rights Agent.

SIGNATURE

Pursuant to the requirements of Section 12 of the Securities Exchange Act of 1934, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized.

Date: November 6, 2002

APPLIED MATERIALS, INC.
(Registrant)

By: /s/ JOSEPH J. SWEENEY

Joseph J. Sweeney
Group Vice President, Legal Affairs and Intellectual Property and
Corporate Secretary

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
2	First Amendment to Rights Agreement, dated as of November 6, 2002, between Applied Materials, Inc. and Computershare Investor Services, LLC, as Rights Agent.

FIRST AMENDMENT TO RIGHTS AGREEMENT

FIRST AMENDMENT (this "Amendment") to the Rights Agreement, dated as of July 7, 1999 (the "Rights Agreement"), between Applied Materials, Inc., a Delaware corporation (the "Company"), and Computershare Investor Services, LLC, a Delaware limited liability company (the "Rights Agent"), as successor Rights Agent to Harris Trust and Savings Bank, an Illinois banking corporation (the "Prior Rights Agent"), made and entered into as of November 6, 2002.

WITNESSETH:

WHEREAS, the Company and the Prior Rights Agent entered into the Rights Agreement specifying the terms of the Rights;

WHEREAS, the Board of Directors of the Company has duly adopted resolutions, among other things, providing for the assignment of any and all obligations of the Prior Rights Agent under the Rights Agreement to the Rights Agent and authorizing the appropriate officers of the Company to take any and all steps and do any and all things which they deem necessary or advisable in order to effectuate this assignment; and

WHEREAS, all acts and things necessary to constitute this Amendment a valid agreement according to its terms have been done and performed, and the execution and delivery by the Company and the Rights Agent of this Amendment have in each and all respects been fully authorized by the Company and the Rights Agent;

NOW THEREFORE, in consideration of the premises and the respective agreements set forth herein, the parties hereby agree as follows:

1. The Company hereby confirms the appointment of Computershare Investor Services, LLC, which succeeded, effective July 1, 2000 (the "Effective Date"), to the stockholder services business of Harris Trust and Savings Bank, as successor Rights Agent to Harris Trust and Savings Bank.
2. The first paragraph of page one of the Rights Agreement hereby is amended by deleting the words "Harris Trust and Savings Bank, an Illinois banking corporation" and inserting in lieu thereof the words "Computershare Investor Services, LLC, a Delaware limited liability company".
3. The form of legend contained in Section 3(d) of the Rights Agreement hereby is amended by deleting the words "Harris Trust and Savings Bank, as Rights Agent, dated as of July 7, 1999" and inserting in lieu thereof the words "Computershare Investor Services, LLC, as Rights Agent, dated as of July 7, 1999, as amended"; *provided, however*, that existing certificates for Common Stock of the Company bearing the legend set forth in Section 3(d) of the Rights Agreement prior to the foregoing amendment of the required legend which have not been issued may be issued by the Company with the same effect as if the so amended legend was set forth thereon at the date of issue.
4. Section 19(a) of the Rights Agreement hereby is amended in its entirety to read as follows:

19. Merger or Consolidation or Change of Name of Rights Agent. (a) Any corporation, limited liability company, trust company or similar form of entity into which the Rights Agent or any successor Rights Agent may be merged or with which it may be consolidated, or any corporation, limited liability company, trust company or similar form of entity resulting from any merger or consolidation to which the Rights Agent or any successor Rights Agent shall be a party, or any corporation, limited liability company, trust company or similar form of entity succeeding to the corporate trust or stock transfer business of the Rights Agent or any successor Rights Agent, shall be the successor to the Rights Agent under this Agreement without the execution or filing of any paper or any further act on the part of any of the parties hereto; *provided, however*, that

such corporation would be eligible for appointment as a successor Rights Agent under the provisions of Section 21 hereof. In case at the time the successor Rights Agent shall succeed to the agency created by this Agreement, any of the Right Certificates shall have been countersigned but not delivered, any such successor Rights Agent may adopt the countersignature of a predecessor Rights Agent and deliver such Right Certificates so countersigned; and in case at that time any of the Right Certificates shall not have been countersigned, the successor Rights Agent may countersign such Right Certificates either in the name of the predecessor or in the name of the successor Rights Agent; and in all such cases such Right Certificates shall have the full force provided in the Right Certificates and in this Agreement.

5. Section 21 of the Rights Agreement hereby is amended in its entirety to read as follows:

21. Change of Rights Agent. The Rights Agent or any successor Rights Agent may resign and be discharged from its duties under this Agreement upon thirty (30) days' notice in writing mailed to the Company, and to each transfer agent of the Common Stock, by registered or certified mail, and, at the expense of the Company, to the holders of the Right Certificates by first-class mail. The Company may remove the Rights Agent or any successor Rights Agent upon thirty (30) days' notice in writing, mailed to the Rights Agent or successor Rights Agent, as the case may be, and to each transfer agent of the Common Stock, by registered or certified mail, and to the holders of the Right Certificates by first-class mail. If the Rights Agent shall resign or be removed or shall otherwise become incapable of acting, the Company shall appoint a successor to the Rights Agent. If the Company shall fail to make such appointment within a period of thirty (30) days after giving notice of such removal or after it has been notified in writing of such resignation or incapacity by the resigning or incapacitated Rights Agent or by the holder of a Right Certificate (who shall, with such notice, submit his Right Certificate for inspection by the Company), then the registered holder of any Right Certificate may apply to any court of competent jurisdiction for the appointment of a new Rights Agent. Any successor Rights Agent, whether appointed by the Company or by such a court, shall be (A) a corporation, limited liability company or trust company (or similar form of entity organized or formed under the laws of the United States, any State of the United States or any foreign jurisdiction) authorized to conduct business under the laws of the United States or any such State which (1) is authorized under such laws to exercise trust, fiduciary or stockholder services powers, (2) is subject to supervision or examination by a Federal or State authority, (3) is authorized under such laws to exercise the powers of the Rights Agent contemplated by this Agreement, and (4) individually or together with one or more Affiliates thereof has at the time of its appointment as Rights Agent a combined capital and surplus of at least \$10,000,000; or (B) an Affiliate of an entity described in clause (A) of this sentence. After appointment, the successor Rights Agent shall be vested with the same powers, rights, duties and responsibilities as if it had been originally named as Rights Agent without further act or deed; but the predecessor Rights Agent shall deliver and transfer to the successor Rights Agent any property at the time held by it hereunder, and execute and deliver any further assurance, conveyance, act or deed

necessary for the purpose. Not later than the effective date of any such appointment, the Company shall give notice thereof in writing to the predecessor Rights Agent and each transfer agent of the Common Stock, and mail a notice thereof in writing to the registered holders of the Right Certificates. Failure to give any notice provided for in this Section 21, however, or any defect therein, shall not affect the legality or validity of the resignation or removal of the Rights Agent or the appointment of the successor Rights Agent, as the case may be.

6. Section 25 of the Rights Agreement hereby is amended by deleting the following:

Harris Trust and Savings Bank
311 W. Monroe—14th Floor
Chicago, IL 60606
Attention: Susan M. Shadel

and inserting in lieu thereof the following:

Computershare Investor Services LLC
2 North La Salle Street, 3rd Floor
Chicago, IL 60602
Attention: Marta De La Torre

7. Exhibit B of the Rights Agreement hereby is amended by adding the words “, AS AMENDED” after the words “RIGHTS AGREEMENT” wherever they appear in the legend at the top of page B-1. Such Exhibit B is further amended by adding the words “, as amended” after the words “Rights Agreement, dated as of July 7, 1999” in the first sentence of the first paragraph of page B-1. Such Exhibit B is further amended by deleting the words “Harris Trust and Savings Bank” and “Harris Trust and Savings Bank, an Illinois banking corporation” wherever they appear therein and replacing them with the words “Computershare Investor Services LLC” or “Computershare Investor Services LLC, a Delaware limited liability company”, respectively.

8. Exhibit C of the Rights Agreement hereby is amended by deleting the words “Harris Trust and Savings Bank” at the end of the first paragraph on page C-1 and replacing

them with the words "Computershare Investor Services LLC". Such Exhibit C is further amended by adding the words ", as amended" after the words "Rights Agreement" at the end of the first paragraph of page C-1.

9. Except as amended hereby, the Rights Agreement shall continue in full force and effect.

10. This Amendment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

11. This Amendment shall be deemed to be a contract made under the laws of the State of Delaware and for all purposes shall be governed by and construed in accordance with the laws of such state applicable to contracts to be made and performed entirely within such State.

12. This amendment shall be deemed effective as of the Effective Date.

13. Terms used in this Amendment and not defined herein shall have the meanings assigned to such terms by the Rights Agreement.

14. If any term or provision hereof or the application thereof to any circumstance shall, in any jurisdiction and to any extent, be invalid or unenforceable, such term or provision shall be ineffective as to such jurisdiction to the extent of such invalidity or unenforceability without invalidation or rendering unenforceable the remaining terms and provisions of this Amendment or the Rights Agreement or the application of such term or provision to circumstances other than those as to which it is held invalid or unenforceable.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

APPLIED MATERIALS, INC.

By: /s/ JOSEPH J. SWEENEY

Name: Joseph J. Sweeney

Title: Group Vice President, Legal Affairs and Intellectual Property and
Corporate Secretary

COMPUTERSHARE INVESTOR SERVICES, LLC

By: /s/ MARTA DE LA TORRE

Name: Marta De La Torre

Title: Relationship Manager