

As filed with the
Securities and Exchange Commission
on July 15, 1997

Registration No. 333- _____

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

APPLIED MATERIALS, INC.
(Exact name of issuer as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation or organization)

94-1655526
(I.R.S. employer
identification number)

3050 Bowers Avenue, Santa Clara, California 95054
(Address of principal executive offices) (Zip Code)

APPLIED MATERIALS, INC.
1995 EQUITY INCENTIVE PLAN
(Full title of the plan)

Joseph J. Sweeney
Applied Materials, Inc.
3050 Bowers Avenue, Santa Clara, California 95054
(Name and address of agent for service)

Telephone number, including area code, of agent for service: (408) 748-5555

Copy to:
John E. Aguirre
Orrick, Herrington & Sutcliffe LLP
400 Sansome Street
San Francisco, California 94111

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price Per Share*	Proposed Maximum Aggregate Offering Price*	Amount of Registration Fee*
Common Stock, and Options to Purchase Common Stock	6,000,000 shares	\$75.1875	\$451,125,000.00	\$136,705.00

* Estimated solely for the purpose of calculating the registration fee on the basis of \$75.1875 per share, the average of the high and low prices for the Common Stock on July 8, 1997 as reported by Nasdaq.

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

ITEM 3. INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The following documents are incorporated by reference in this registration statement: (i) the latest annual report of Applied Materials, Inc. (the "Registrant") filed pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"); (ii) all other reports filed by the Registrant pursuant to Sections 13(a) or 15(d) of the Exchange Act since the end of the fiscal year covered by the annual report referred to in clause (i) above; and (iii) the description of the Registrant's common stock set forth in the Registrant's Registration Statement on Form 8-A relating thereto, including any amendment or report filed for the purpose of updating such description. All documents filed by the Registrant after the date of this registration statement pursuant to Sections 13(a), 13(c), 14, and 15(d) of the Exchange Act, prior to the filing of a post-effective amendment (that indicates all securities offered have been sold or deregisters all securities then remaining unsold), shall be deemed to be incorporated by reference in this registration statement and to be a part hereof from the date of filing of such documents.

ITEM 4. DESCRIPTION OF SECURITIES

Inapplicable.

ITEM 5. INTERESTS OF NAMED EXPERTS AND COUNSEL

Inapplicable.

ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 145 of the Delaware General Corporation Law (the "Delaware Law") authorizes a court to award, or a corporation's board of directors to grant, indemnity to directors and officers in terms sufficiently broad to permit such indemnification under certain circumstances for liabilities (including reimbursement for expenses incurred) arising under the Securities Act of 1933, as amended. The Registrant's Certificate of Incorporation and Bylaws provide for indemnification of the Registrant's directors, officers, employees and other agents to the maximum extent permitted by the Delaware Law.

ITEM 7. EXEMPTION FROM REGISTRATION CLAIMED

Inapplicable.

ITEM 8. EXHIBITS

- 4.1 Applied Materials, Inc. 1995 Equity Incentive Plan, as amended (and incorporated by reference to Exhibit 10.22 to the Registrant's Quarterly Report on Form 10-Q for the fiscal quarter ended April 30, 1995, Commission File No. 1-2964).
- 4.2 Form of Non-qualified Stock Option Agreement.
- 5.1 Opinion of Orrick, Herrington & Sutcliffe LLP.
- 23.1 Consent of Price Waterhouse LLP.
- 23.2 Consent of Orrick, Herrington & Sutcliffe LLP is included in Exhibit 5.1 to this Registration Statement.
- 24.1 Power of Attorney of the Directors.

ITEM 9. UNDERTAKINGS

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

Provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the registration statement is on Form S-3 or Form S-8 and the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed by the registrant pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

Signatures

THE REGISTRANT

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Santa Clara, State of California on the 14th day of July, 1997.

APPLIED MATERIALS, INC.
(Registrant)

/s/ James C. Morgan

James C. Morgan
Chairman of the Board and
Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
Principal Executive Officer:		
/s/ James C. Morgan ----- James C. Morgan	Chairman of the Board and Chief Executive Officer	July 14, 1997
Principal Financial Officer:		
/s/ Gerald F. Taylor ----- Gerald F. Taylor	Senior Vice President and Chief Financial Officer	July 14, 1997
Principal Accounting Officer:		
/s/ Michael K. O'Farrell ----- Michael K. O'Farrell	Vice President and Corporate Controller	July 14, 1997

Directors:

*		
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James C. Morgan	Director	July 14, 1997
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Dan Maydan	Director	July 14, 1997
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Michael H. Armacost	Director	July 14, 1997
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Deborah A. Coleman	Director	July 14, 1997
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Herbert M. Dwight, Jr.	Director	July 14, 1997
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Philip V. Gerdine	Director	July 14, 1997
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Tsuyoshi Kawanishi	Director	July 14, 1997
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Paul R. Low	Director	July 14, 1997
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Alfred J. Stein	Director	July 14, 1997

*By /s/ Donald A. Slichter

 Donald A. Slichter
 Attorney-in-Fact

A majority of the members of the Board of Directors.

EXHIBIT INDEX

- 4.1 Applied Materials, Inc. 1995 Equity Incentive Plan, as amended (and incorporated by reference to Exhibit 10.22 to the Registrant's Quarterly Report on Form 10-Q for the fiscal quarter ended April 30, 1995, Commission File No. 1-2964).
- 4.2 Form of Non-qualified Stock Option Agreement.
- 5.1 Opinion of Orrick, Herrington & Sutcliffe LLP.
- 23.1 Consent of Price Waterhouse LLP.
- 23.2 Consent of Orrick, Herrington & Sutcliffe LLP is included in Exhibit 5.1 to this Registration Statement.
- 24.1 Power of Attorney of the Directors.

AMENDMENT NO. 1 TO THE
APPLIED MATERIALS, INC.
1995 EQUITY INCENTIVE PLAN

APPLIED MATERIALS, INC. (the "Company"), having adopted the Applied Materials, Inc. 1995 Equity Incentive Plan (the "Plan"), hereby amends the Plan, effective as of December 13, 1996, as follows:

1. Section 2.35 is amended by adding the following sentence as the last sentence thereof:

Notwithstanding any contrary provision of the Plan, each Period of Restriction shall have a duration of not less than three years from the Grant Date unless otherwise approved by the holders of a majority of the Shares which are present in person or by proxy and entitled to vote at any Annual or Special Meeting of Stockholders, or unless approved by the Committee at its discretion solely by reason of death, Disability, Retirement or major capital change.

2. Section 4.1 is amended by deleting the numeral 6,300,000 from the first sentence thereof and substituting the numeral 18,600,000 therefor.

3. Section 7.5 is amended by substituting the following sentence for the second sentence thereof:

Subject to the minimum Period of Restriction specified in Section 2.35, the Committee, in its discretion, may accelerate the time at which any restrictions shall lapse or be removed.

IN WITNESS WHEREOF, the Company, by its duly authorized officer, has executed this Amendment No. 1 on the date indicated below.

APPLIED MATERIALS, INC.

Dated: June 11, 1997

By /s/ Donald A. Slichter

Title: Secretary

APPLIED MATERIALS, INC.
 1995 EQUITY INCENTIVE PLAN
 NONQUALIFIED STOCK OPTION AGREEMENT

Applied Materials, Inc. (the "Company") hereby grants you, [NAME OF EMPLOYEE] (the "Employee"), a stock option under the Company's 1995 Equity Incentive Plan (the "Plan"), to purchase shares of common stock of the Company. The date of this Agreement is [DATE]. Subject to the provisions of Appendix A (on the reserve side of this agreement) and of the Plan, the principal features of this option are as follows:

MAXIMUM NUMBER OF SHARES
 PURCHASABLE WITH THIS OPTION: [NUMBER] PRICE PER SHARE: \$[NUMBER]

SCHEDULED VESTING DATES:	NUMBER OF SHARES
[DATE]	[NUMBER]
[DATE]	[NUMBER]
[DATE]	[NUMBER]
[DATE]	[NUMBER]

EVENT TRIGGERING OPTION TERMINATION	MAXIMUM TIME TO EXERCISE AFTER TRIGGERING EVENT
Termination of Employment (except as shown below)	15 days
Termination of Employment due to Retirement (age 65 or over)	6 months
Termination of Employment due to Disability	6 months
Termination of Employment due to Death	1 year
[NUMBER] Years after Grant Date	None

IMPORTANT:

IT IS YOUR RESPONSIBILITY TO EXERCISE THIS OPTION BEFORE IT EXPIRES.

Your signature below indicates your agreement and understanding that this option is subject to all of the terms and conditions contained in Appendix A and the Plan. For example, important additional information on vesting and termination of this option is contained in paragraphs 1 and 2 of Appendix A. PLEASE BE SURE TO READ ALL OF APPENDIX A, WHICH CONTAINS THE SPECIFIC TERMS AND CONDITIONS OF THIS OPTION.

APPLIED MATERIALS, INC.

EMPLOYEE

 [Title]

 [Name]

APPENDIX A

TERMS AND CONDITIONS OF NONQUALIFIED STOCK OPTIONS

1. Vesting Schedule. This option is scheduled to become exercisable as to [NUMBER]% of the shares subject to this option on the first anniversary of the date of this Agreement and as to an additional [NUMBER]% on each succeeding anniversary, until the right to exercise this option has accrued as to 100% of the shares subject to this option. However, THE COMMITTEE, IN ITS SOLE DISCRETION, MAY LENGTHEN OR SHORTEN THE PRECEDING VESTING SCHEDULE IF THE COMMITTEE DETERMINES THAT THE EMPLOYEE'S POSITION, GRADE LEVEL, OR RESPONSIBILITIES HAVE CHANGED SIGNIFICANTLY. No change in the vesting schedule will (a) affect any shares which previously became exercisable, or (b) reduce the maximum number of shares subject to this option. On any scheduled vesting date, vesting actually will occur only if the Employee is employed by the Company or an Affiliate on such date.

2. Termination of Option. In the event of the Employee's Termination of Service (employment) for any reason other than Retirement, Disability or death, the Employee may, within fifteen (15) days after the date of the Termination, or within [NUMBER] years from the date of this Agreement, whichever shall first occur, exercise any vested but unexercised portion of this option. In the event of the Employee's Termination of Service due to Retirement or Disability, the Employee may, within six (6) months after the date of such Termination, or within [NUMBER] years from the date of this Agreement, whichever shall first occur, exercise any vested but unexercised portion of the option.

3. Death of Employee. In the event that the Employee dies while an employee of the Company or an Affiliate or during the fifteen (15) day or six (6) month periods referred to in Paragraph 2 above, the Employee's designated beneficiary or beneficiaries, or if no beneficiary survives the Employee, the administrator or executor of the Employee's estate, may, within one (1) year after the date of death, or within [NUMBER] years from the date of this Agreement, whichever shall first occur, exercise any vested but unexercised portion of this option. Any such transferee must furnish the Company (a) evidence satisfactory to the Company to establish the validity of the transfer of the option, and (b) written acceptance of the terms and conditions of this option as set forth in this Agreement.

4. No Effect on Employment. The Employee's employment with the Company and its Affiliates is on an at-will basis only. Accordingly, the terms of the Employee's employment with the Company and its Affiliates shall be determined from time to time by the Company or the Affiliate employing the Employee (as the case may be), and the Company or the Affiliate shall have the right, which is hereby expressly reserved, to terminate or change the terms of the employment of the Employee at any time for any reason whatsoever, with or without good cause.

5. Address for Notices. Any notice to be given to the Company under the terms of this Agreement shall be addressed to the Company, in care of Stock Administration, at Applied Materials, Inc., P.O. Box 58039, Santa Clara, CA 95052, or at such other address as the Company may hereafter designate in writing.

6. Option is Not Transferable. Except as provided in Paragraph 3 above, this option and the rights and privileges conferred hereby shall not be transferred, assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) and shall not be subject to sale under execution, attachment or similar process. Upon any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of this option, or of any right or privilege conferred hereby, or upon any attempted sale under any execution, attachment or similar process, this option and the rights and privileges conferred hereby immediately shall become null and void.

7. Conditions to Exercise. The exercise price for this option must be paid in the legal tender of the United States or, in the Committee's discretion, in shares of the Company's common stock. No partial exercise of this option may be made for fewer than ten (10) shares. Exercise of this option will not be permitted until satisfactory arrangements have been made for the payment of the appropriate amount of withholding taxes (as determined by the Company).

8. Plan Governs. This Agreement is subject to all terms and provisions of the Plan. In the event of a conflict between one or more provisions of this Agreement and one or more provisions of the Plan, the provisions of the Plan shall govern. Terms used and not defined in this Agreement shall have the meaning set forth in the Plan. This option is not an incentive stock option as defined in Section 422 of the Internal Revenue Code.

July 14, 1997

Applied Materials, Inc.
3050 Bowers Avenue
Santa Clara, California 95054

Re: Registration Statement on Form S-8/
Applied Materials, Inc. 1995 Equity
Incentive Plan, As Amended

Ladies and Gentlemen:

At your request, we are rendering this opinion in connection with the proposed issuance pursuant to the Applied Materials, Inc. 1995 Equity Incentive Plan, as amended (the "Plan"), of up to 6,000,000 additional shares of common stock, \$0.01 par value ("Common Stock"), of Applied Materials, Inc., a Delaware corporation (the "Company").

We have examined instruments, documents, and records which we deemed relevant and necessary for the basis of our opinion hereinafter expressed. In such examination, we have assumed the following: (a) the authenticity of original documents and the genuineness of all signatures; (b) the conformity to the originals of all documents submitted to us as copies; and (c) the truth, accuracy and completeness of the information, representations and warranties contained in the records, documents, instruments and certificates we have reviewed.

Based on such examination, we are of the opinion that the 6,000,000 additional shares of Common Stock to be issued by the Company pursuant to the Plan are validly authorized shares of Common Stock and, when issued in accordance with the provisions of the Plan, will be legally issued, fully paid and nonassessable.

We hereby consent to the filing of this opinion as an exhibit to this Registration Statement on Form S-8 and to the use of our name wherever it appears in said Registration Statement. In giving such consent, we do not consider that we are "experts" within the meaning of such term as used in the Securities Act of 1933, as amended, or the rules and regulations of the Securities and Exchange Commission issued thereunder, with respect to any part of the Registration Statement, including this opinion as an exhibit or otherwise.

Very truly yours,

ORRICK, HERRINGTON & SUTCLIFFE LLP

Consent of Price Waterhouse LLP

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of our report dated November 20, 1996, which appears on page 50 of the 1996 Annual Report to Stockholders of Applied Materials, Inc., which is incorporated by reference in Applied Materials, Inc.'s Annual Report on Form 10-K for the year ended October 27, 1996. We also consent to the incorporation by reference of our report on the Financial Statement Schedule, which appears on page 22 of such Annual Report on Form 10-K.

San Jose, California
July 14, 1997

POWER OF ATTORNEY OF THE DIRECTORS

KNOW BY ALL PERSONS BY THESE PRESENTS:

Each of the undersigned hereby constitutes and appoints James C. Morgan, Gerald F. Taylor, Joseph J. Sweeney and Donald A. Slichter, and each of them with power to act alone, his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign a Registration Statement on Form S-8 relating to 6,000,000 shares of common stock of Applied Materials, Inc. issuable under the Applied Materials, Inc. 1995 Equity Incentive Plan, as amended, and any and all amendments of such Registration Statement, including post-effective amendments, and to file the same, together with exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto such attorney-in-fact full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises hereof, as fully to all intents and purposes as he or she might do or could do in person, thereby ratifying and confirming all that said attorney-in-fact or his or her substitutes may lawfully do or cause to be done by virtue hereof.

/s/ James C. Morgan June 26, 1997

James C. Morgan

/s/ Dan Maydan June 26, 1997

Dan Maydan

/s/ Michael H. Armacost June 26, 1997

Michael H. Armacost

/s/ Deborah A. Coleman June 26, 1997

Deborah A. Coleman

/s/ Herbert M. Dwight, Jr. June 26, 1997

Herbert M. Dwight, Jr.

/s/ Philip V. Gerdine June 26, 1997

Philip V. Gerdine

/s/ Tsuyoshi Kawanishi June 26, 1997

Tsuyoshi Kawanishi

/s/ Paul R. Low

June 26, 1997

Paul R. Low

/s/ Alfred J. Stein

June 26, 1997

Alfred J. Stein