

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) 727-5555

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	18,000,000 shares	\$54.25	\$976,500,000.00	\$271,467.00

* Estimated solely for the purpose of calculating the registration fee on the basis of \$54.25 per share, the average of the high and low prices for the Common Stock on January 25, 1999 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 provides for indemnification of the Registrant's directors, officers, employees and other agents to the maximum extent permitted by Delaware Law.

ITEM 7. EXEMPTION FROM REGISTRATION CLAIMED

Inapplicable.

ITEM 8. EXHIBITS

- 4.1 Applied Materials, Inc. 1995 Equity Incentive Plan, as amended (incorporated by reference to the Registrant's Preliminary Proxy Statement dated January 27, 1998, Commission File No. 0-6920).
- 4.2 Form of Nonqualified Stock Option Agreement for Employees (incorporated by reference to Exhibit 4.2 to the Registrant's Registration Statement on Form S-8, Commission File No. 333-31291).
- 4.3 Form of Nonqualified Stock Option Agreement for Consultants.

- 5.1 Opinion of Orrick, Herrington & Sutcliffe LLP.
- 23.1 Consent of PricewaterhouseCoopers 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 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 27th day of January, 1999.

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 ----
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Principal Executive Officer:

/s/ James C. Morgan

James C. Morgan

Chairman of the Board and
Chief Executive Officer

January 27, 1999

Principal Financial Officer:

/s/ Joseph R. Bronson

Joseph R. Bronson

Senior Vice President,
Office of the President,
Chief Financial Officer and
Chief Administrative Officer

January 27, 1999

Principal Accounting Officer:

/s/ Michael K. O'Farrell

Michael K. O'Farrell

Vice President, Global
Controller, Chief
Accounting Officer and
Assistant Secretary

January 27, 1999

Directors:

- *

James C. Morgan
Director
January 27, 1999
- *

Dan Maydan
Director
January 27, 1999
- *

Michael H. Armacost
Director
January 27, 1999
- *

Deborah A. Coleman
Director
January 27, 1999
- *

Herbert M. Dwight, Jr.
Director
January 27, 1999
- *

Philip V. Gerdine
Director
January 27, 1999
- *

Tsuyoshi Kawanishi
Director
January 27, 1999
- *

Paul R. Low
Director
January 27, 1999
- *

Alfred J. Stein
Director
January 27, 1999

*By /s/ James C. Morgan

James C. Morgan
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 (incorporated by reference to the Registrant's Preliminary Proxy Statement dated January 27, 1998, Commission File No. 0-6920).
- 4.2 Form of Nonqualified Stock Option Agreement for Employees (incorporated by reference to Exhibit 4.2 to the Registrant's Registration Statement on Form S-8, Commission File No. 333-31291).
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- 5.1 Opinion of Orrick, Herrington & Sutcliffe LLP.
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- 24.1 Power of Attorney of Directors.

[CONSULTANT NAME]
Consultant ID Number

Grant Number:

APPLIED MATERIALS, INC.
NONQUALIFIED STOCK OPTION AGREEMENT

Applied Materials, Inc. (the "Company") hereby grants you, [NAME OF CONSULTANT] (the "Consultant"), an 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] (the "Grant Date"). In general, the latest date this option will expire is [DATE] (the "Expiration Date"). However, as provided in Appendix A (on the other side of this agreement), this option may expire earlier than the Expiration Date. Subject to the provisions of Appendix A and of the Plan, the principal features of this option are as follows:

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

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 Service 15 days
Termination of Service due to Disability 60 days
Termination of Service due to death 60 days

* However, in no event may this option be exercised after the Expiration Date.

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 through 3 of Appendix A. PLEASE BE SURE TO READ ALL OF APPENDIX A, WHICH CONTAINS THE SPECIFIC TERMS AND CONDITIONS OF THIS OPTION, INCLUDING INFORMATION CONCERNING CANCELLATION AND TERMINATION OF THIS OPTION.

APPLIED MATERIALS, INC. CONSULTANT

[Title]

[Name]

APPENDIX A
TERMS AND CONDITIONS OF NONQUALIFIED STOCK OPTION

1. Vesting Schedule. As of the date of this Agreement, this option is scheduled to become exercisable as to the number of shares, and on the dates shown, on the attached Non-Qualified Stock Option Agreement. However, the Committee, in its sole discretion, may lengthen or shorten the preceding vesting schedule if the Committee determines that the Consultant's position, 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 Consultant is engaged by the Company or an Affiliate on such date.

2. Termination of Option. In the event of the Consultant's termination of service ("Termination of Service") for any reason other than Disability or death, the Consultant may, within fifteen (15) days after the date of the Termination, or prior to the Expiration Date, whichever shall first occur, exercise any vested but unexercised portion of this option. In the event of the Consultant's Termination of Service due to Disability, the Consultant may, within sixty (60) days after the date of such Termination, or prior to the Expiration Date, whichever shall first occur, exercise any vested but unexercised portion of the option.

3. Death of Consultant. In the event that the Consultant dies while a consultant of the Company or an Affiliate or during the fifteen (15) day or sixty (60) day periods referred to in Paragraph 2 above, the Consultant's designated beneficiary or beneficiaries, or if either no beneficiary survives the Consultant or beneficiary designations are not permitted under the Plan, the administrator or executor of the Consultant's estate, may, within sixty (60) days after the date of death, or prior to the Expiration Date, 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 Service. The Consultant's service with the Company and its Affiliates is on an at-will basis only, subject to the provisions of local law. Accordingly, the terms of the Consultant's service with the Company and its Affiliates shall be determined from time to time by the Company or the Affiliate engaging the services of the Consultant (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 service of the Consultant at any time for any reason whatsoever, with or without good cause (subject to the provisions of local law).

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). If the Consultant receives a hardship withdrawal from the Consultant's account (if any) under the Company's Employee Savings and Retirement Plan (the "401(k) Plan"), this option may not be exercised during the twelve (12) month period following the hardship withdrawal (unless the administrator of the 401(k) Plan determines that such prohibition is not necessary for the continued tax qualification of the 401(k) Plan).

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.

9. Binding Agreement. Subject to the limitation on the transferability of the option contained herein, this Agreement shall be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

10. Committee Authority. The Committee shall have the power to interpret the Plan and this Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret or revoke any such rules. All actions taken and all interpretations and determinations made by the Committee in good faith shall be final and binding upon the Consultant, the Company and all other interested persons. The Committee shall not be personally liable for any action, determination or interpretation made in good faith with respect to the Plan or this Agreement.

11. Captions. Captions provided herein are for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

12. Agreement Severable. In the event that any provision in this Agreement shall be held invalid or unenforceable, such provision shall be severable from, and such invalidity or unenforceability shall not be construed to have any effect on, the remaining provisions of this Agreement.

13. Modifications to the Agreement. This Agreement constitutes the entire understanding of the parties on the subjects covered. The Consultant expressly warrants that he or she is not accepting this Agreement in reliance on any promises, representations, or inducements other than those contained herein. Modifications to this Agreement or the Plan can be made only in an express written contract executed by a duly authorized officer of the Company.

14. Amendment, Suspension, Termination. By accepting this option, the Consultant expressly warrants that he or she has received an option to purchase stock under the Plan, and has received, read and understood a description of the Plan. The Consultant understands that the Company has reserved the right to amend or terminate the Plan at any time, and that the grant of an option in one year or at one time does not in any way obligate the Company or any Affiliate thereof to make a grant in any future year or in any given amount. The Consultant acknowledges and understands that the Plan is wholly discretionary in nature and income received as a result of exercising an option under the Plan shall not be considered part of the Consultant's normal or expected compensation subject to severance, resignation, redundancy or similar pay.

15. Disclosure of Consultant Information. By accepting this option, the Consultant authorizes and directs the Company or any Affiliate of the Company to disclose to the Company or any of its Affiliates such information regarding the Consultant's service, the nature and amount of the Consultant's compensation and the fact and conditions of the Consultant's participation in the Plan as the Company or the Affiliate deems necessary to facilitate the administration of the Plan.

January 20, 1999

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

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

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 (the "Plan"), of up to 18,000,000 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 18,000,000 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,

/s/ Orrick, Herrington & Sutcliffe LLP

ORRICK, HERRINGTON & SUTCLIFFE LLP

CONSENT OF INDEPENDENT ACCOUNTANTS

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of our report dated November 17, 1998, except as to Note 14, which is dated as of December 23, 1998, which appears on page 66 of the 1998 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 25, 1998. We also consent to the incorporation by reference of our report on the Financial Statement Schedule, which appears on page 19 of such Annual Report on Form 10-K.

/s/ PricewaterhouseCoopers LLP

PricewaterhouseCoopers LLP
San Jose, California
January 20, 1999

POWER OF ATTORNEY OF DIRECTORS

KNOW BY ALL PERSONS BY THESE PRESENTS:

Each of the undersigned directors of Applied Materials, Inc., a Delaware corporation (the "Company"), hereby constitutes and appoints James C. Morgan, Joseph R. Bronson and Michael K. O'Farrell and each of them with power to act alone, his or her true and lawful attorney-in-fact, 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 execute a Registration Statement or Registration Statements on Form S-8 or other appropriate form, under the Securities Act of 1933, as amended, relating to up to 18,000,000 shares of Common Stock issuable under the Applied Materials, Inc. 1995 Equity Incentive Plan and any and all amendments (including post-effective amendments) to such Registration Statements, and to file such Registration Statements and any and all amendments thereto, with exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact full power and authority to do and perform each and every act and thing necessary or desirable to be done in and about the premises, as fully to all intents and purposes, as he or she might or could do in person, thereby ratifying and confirming all that said attorney-in-fact or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand this 11th day of December, 1998.

/s/ Michael H. Armacost

/s/ James C. Morgan

Michael H. Armacost

James C. Morgan

/s/ Deborah A. Coleman

/s/ Dan Maydan

Deborah A. Coleman

Dan Maydan

/s/ Herbert M. Dwight, Jr.

/s/ Alfred J. Stein

Herbert M. Dwight, Jr.

Alfred J. Stein

/s/ Philip V. Gerdine

/s/ Paul R. Low

Philip V. Gerdine

Paul R. Low

/s/ Tsuyoshi Kawanishi

Tsuyoshi Kawanishi