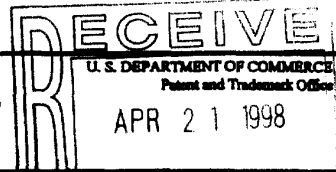


4/21/98

05-11-1998



SHEET



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To the Honorable Commissione

the attached original documents or copy thereof.

1. Name of conveying party(ies):
Sharp Microelectronics Technology, Inc.

Additional name(s) of conveying party(ies) attached ___ Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other Assignment of Undivided Half Interest

Execution Date: April 15, 1998

2. Name and address of receiving party(ies):

Name: Sharp Kabushiki Kaisha

Address: 22-22, Nagaike-cho, Abeno-ku
Osaka-shi, Osaka 545, Japan

Name: _____

Address: _____

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent numbers(s):

SMT 241

A. Patent Application No.: 09/004,991

B. Patent No.(s):

Title: Metal Gate Sub-Micron MOS Transistor and Method of Making Same

Inventors: Sheng Teng Hsu, David R. Evans and Tue Nguyen

Filed Date: January 9, 1998

Additional numbers attached? ___ Yes No

If this document is being filed together with a new application, the execution date of the application is _____

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: David Ripma, Patent Counsel

Address: Sharp Microelectronics Technology, Inc.

5700 NW Pacific Rim Boulevard

Camas, WA 98607

Telephone: (360) 834-8754

6. Total Number of applications and patents involved: 1 X \$40.00

7. Total fee (37 CFR 3.41)..... \$ 40.00

Check Enclosed

8. Fee Authorization. Authorization is given to charge any fees or credit any overpayment to Deposit Account No. 19-1457.

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

David C. Ripma, Esq.
Attorney (Reg. No.: 27,672)

Signature

April 15, 1998
Date

10. Total number of pages to be recorded 3 (1 page cover sheet and 2 page document).

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Corporate to Corporate Assignment

WHEREAS, SHARP MICROELECTRONICS TECHNOLOGY, INC., (hereinafter termed "SMT"), a corporation of the State of Washington, having a place of business at 5700 NW Pacific Rim Blvd., Camas, State of Washington, is owner of the entire right, title and interest in and to an invention entitled:

METAL GATE SUB-MICRON MOS TRANSISTOR
AND METHOD OF MAKING SAME

(hereinafter termed "said invention"), invented Sheng Teng Hsu, David R. Evans and Tue Nguyen, (hereinafter termed "said inventors"), which is the subject of a United States patent application filed on January 9, 1998, and is assigned Serial No. 09/004,991, (hereinafter termed "said U.S. application"); and

WHEREAS, SMT acquired ownership of said invention, including said U.S. application, under the terms of an assignment from said inventors to SMT recorded in the United States Patent and Trademark Office beginning at Reel 8953, and Frame 0866, consisting of 6 pages, (hereinafter termed "said inventor's assignment to SMT"), and

WHEREAS, SMT is a wholly-owned subsidiary of SHARP KABUSHIKI KAISHA (hereinafter termed "Assignee"), a corporation of Japan having a place of business at 22-22, Nagaike-cho, Abeno-ku, Osaka-shi, Osaka 545, Japan, and SMT has agreed to assign an undivided half share in said invention, including said U.S. application, to Assignee;

NOW, THEREFORE, for good and valuable consideration acknowledged by SMT to have been received in full from said Assignee:

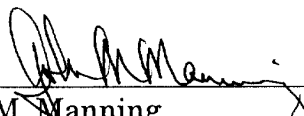
1. SMT does hereby sell, assign, transfer and convey unto said Assignee an undivided half share in the entire right, title and interest in and to said invention, including an undivided half share (a) in and to said U.S. application, and any and all additional patents or other forms of protection on said invention applied for or granted in the United States; (b) in and to all rights to apply in any and all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed, and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said

patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

2. SMT covenants and agrees to cooperate with said Assignee to enable Assignee to file for and obtain any patent rights Assignee elects to pursue outside the United States and to enjoy to the fullest extent the undivided half share in the entire right, title and interest in and to said invention herein conveyed in the United States and other countries. Such cooperation by SMT shall include prompt assistance in enforcing the provisions of said inventor's assignment to SMT, by which terms said inventors are obligated to cooperate fully with SMT, its successors, assigns and other legal representatives, in the preparation, filing and prosecution of any and all patent applications in the United States and other countries and to assist in any legal proceedings involving said invention.

3. The terms and covenants of the Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon SMT, its successors, assigns and other legal representatives.

IN WITNESS WHEREOF, the below-named officer of SMT, having full authority to act for SMT and to enter into this Assignment, has executed this Assignment on the date of acknowledgment before the Notary Public as given below.



John M. Manning
President
Sharp Microelectronics Technology, Inc.

State of Washington)
County of Clallam)

On 4/15/98 before me, Pamela A. Skalicky
personally appeared John M. Manning, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Pamela A. Skalicky
My commission expires 3/24/2001

