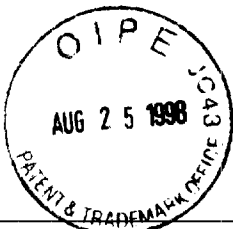


MA
8-25-98



09-24-1998

Docket No. FI9-97-139

RE



100837648

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of Conveying party(ies): Patrick W. DeHaven, Charles C. Goldsmith, Jeffery L. Hurd (deceased), Suryanarayana Kaja, Michele S. Legere, Eric D. Perfecto

3. Nature of Conveyance: Assignment

Execution Date: 8/12/98; 8/12/98 ;
08/11/98; 08/13/98; 08/12/98; 08/17/98

2. Name & address of receiving party(ies)

Name:
INTERNATIONAL BUSINESS
MACHINES CORPORATION
Street
Address: New Orchard Road
City: Armonk State: New York ZIP: 10504

4. Application number(s) or patent number(s): S/N 09/095,253

Title of Application: PROCESS OF CONTROLLING GRAIN GROWTH IN METAL FILMS

If this document is being filed together with a new application, the execution date of the application is: 8/12/98; 8/12/98; 8/11/98; 8/13/98; 8/12/98; 8/17/98

A. Patent Application No(s).
Docket No. FI9-97-139

B. Patent No(s)

Additional numbers attached? Yes No

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

Name: Tiffany L. Townsend

Street Address:

IBM Corportion
Intellectual Property Law
Bldg. 300-482 Rt. 52
Hopewell Junction, NY
12533-6531

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$40.00
Enclosed
 Authorized to be charged to deposit account

8. Deposit A/C no.: 09-0458 (FI-366)
(Attach duplicate copy of this page if paying by deposit account)

09/23/1998 JSHAD077 00000175 090458 09095253

DO NOT USE THIS SPACE

01 FC:581 40.00 CH

9. Statement of 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.

Tiffany L. Townsend, No. P43,199
Name of Person Signing
Telephone No. (914) 894-3668

Tiffany Townsend 8/18/98
Signature Date

Total number of pages, including cover sheet, attachments, and document 3

CERTIFICATE OF MAILING

I HEREBY CERTIFY THAT THIS CORRESPONDENCE IS BEING DEPOSITED WITH THE UNITED STATES POSTAL SERVICE AS FIRST CLASS MAIL IN AN ENVELOPE ADDRESSED TO: COMMISSIONER OF PATENTS AND TRADEMARKS, WASHINGTON, D.C. 20231. APPLICANT AND/OR ATTORNEY REQUESTS THE DATE OF DEPOSIT AS THE FILING DATE. Date of Deposit: August 18, 1998

Solomon Zeno 8/18/98

PATENT
REEL: 9464 FRAME: 0301

ASSIGNMENT

WHEREAS, we, **Patrick W. DeHaven** of **203 Cherry Hill Drive, Poughkeepsie, New York 12603**; **Charles C. Goldsmith** of **3 Scott Court, Poughkeepsie, New York 12601**; **Jeffery L. Hurd** (deceased) of **192 Reservoir Road, Marlboro, New York 12542**; **Suryanarayana Kaja** of **2 Van Wyck Lake Road, Hopewell Junction, New York 12533**; **Michele S. Legere** of **32 Highland Avenue, Walden, New York 12586**; and **Eric D. Perfecto** of **1 Pat Drive, Poughkeepsie, New York 12603**, (hereinafter referred to as "**ASSIGNOR**") have made an invention entitled **PROCESS OF CONTROLLING GRAIN GROWTH IN METAL FILMS**, for which, on even date herewith, the **ASSIGNOR** executed an application for United States Letters Patent;

WHEREAS, the **ASSIGNEE, International Business Machines Corporation, Old Orchard Road, Armonk, New York 10504**, a corporation organized and existing under and by virtue of the laws of the State of New York, is desirous of acquiring the entire interest in and to said invention and the Letters Patent to be obtained therefor;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and of other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, intending to be legally bound, does hereby sell, assign and transfer to the **ASSIGNEE** the **ASSIGNOR'S** entire right, title and interest, for the United States of America, its territories and possessions, and for all foreign countries, in said invention, including said patent application, all divisions and continuations thereof, all rights to claim priority based thereon, all rights to file foreign applications on said invention, and all letters patent and reissues thereof, issuing for said invention in the United States of America and in any and all foreign countries.

It is agreed that **ASSIGNOR** shall be legally bound, upon request and at the expense of the **ASSIGNEE** or its successors or assigns or a legal representative thereof, to supply all information and evidence of which the undersigned has knowledge or possession, relating to the making and practice of said invention, to testify in any legal proceeding relating thereto, to execute all instruments and do such other acts as may be necessary and proper to patent the invention in the United States of America and foreign countries in the name of the assignee and to execute all instruments proper to carry out the intent of this instrument.

Because **ASSIGNOR** includes more than one person, these obligations shall apply to those persons both individually and collectively.

ASSIGNOR hereby warrants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

IN WITNESS WHEREOF, this Assignment is executed on the day indicated below.

ASSIGNOR #1:

Typed Name: **Patrick W. DeHaven**

Signature

Date: _____

ASSIGNOR #2:

Typed Name: **Charles C. Goldsmith**

Signature

Date: _____

ASSIGNOR #3:

Typed Name: **Jeffrey L. Hurd** (deceased)

by: **S. Kathleen Reese** (administratrix)

SKR 8/11/78
S Kathleen Reese

Signature

Date: 8/11/78

ASSIGNOR #4:

Typed Name: **Suryanarayana Kaja**

Signature

Date: _____

ASSIGNOR #5:

Typed Name: **Michele S. Legere**

Signature

Date: _____

ASSIGNOR #6:

Typed Name: **Eric D. Perfecto**

Signature

Date: _____

ASSIGNMENT

WHEREAS, we, **Patrick W. DeHaven** of **203 Cherry Hill Drive, Poughkeepsie, New York 12603**; **Charles C. Goldsmith** of **3 Scott Court, Poughkeepsie, New York 12601**; **Jeffrey L. Hurd** (deceased) of **192 Reservoir Road, Marlboro, New York 12542**; **Suryanarayana Kaja** of **2 Van Wyck Lake Road, Hopewell Junction, New York 12533**; **Michele S. Legere** of **32 Highland Avenue, Walden, New York 12586**; and **Eric D. Perfecto** of **1 Pat Drive, Poughkeepsie, New York 12603**, (hereinafter referred to as "**ASSIGNOR**") have made an invention entitled **PROCESS OF CONTROLLING GRAIN GROWTH IN METAL FILMS**, for which, on even date herewith, the **ASSIGNOR** executed an application for United States Letters Patent;

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NOW, THEREFORE, in consideration of One Dollar (\$1.00) and of other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, intending to be legally bound, does hereby sell, assign and transfer to the **ASSIGNEE** the **ASSIGNOR'S** entire right, title and interest, for the United States of America, its territories and possessions, and for all foreign countries, in said invention, including said patent application, all divisions and continuations thereof, all rights to claim priority based thereon, all rights to file foreign applications on said invention, and all letters patent and reissues thereof, issuing for said invention in the United States of America and in any and all foreign countries.

It is agreed that **ASSIGNOR** shall be legally bound, upon request and at the expense of the **ASSIGNEE** or its successors or assigns or a legal representative thereof, to supply all information and evidence of which the undersigned has knowledge or possession, relating to the making and practice of said invention, to testify in any legal proceeding relating thereto, to execute all instruments and do such other acts as may be necessary and proper to patent the invention in the United States of America and foreign countries in the name of the assignee and to execute all instruments proper to carry out the intent of this instrument.

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Typed Name: **Patrick W. DeHaven**

Patrick W DeHaven
Signature

Date: 8/12/98

ASSIGNOR #2:

Typed Name: **Charles C. Goldsmith**

Charles C Goldsmith
Signature

Date: 8/12/98

ASSIGNOR #3:

Typed Name: **Jeffrey L. Hurd (deceased)**
by: **S. Kathleen Reese (administratrix)**

Signature

Date: _____

ASSIGNOR #4:

Typed Name: **Suryanarayana Kaja**

Suryanarayana Kaja
Signature

Date: 8/13/98

ASSIGNOR #5:

Typed Name: Michele S. Legere

Michele S. Legere
Signature

Date: 8/12/98

ASSIGNOR #6:

Typed Name: Eric D. Perfecto

Eric D. Perfecto
Signature

Date: 8/17/98