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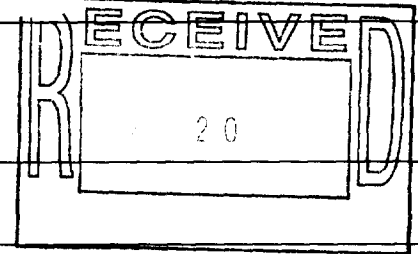
05-26-1999



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To the Honorable Commissioner of Patents and Tra

it(s) or copy thereof.



1. Name of conveying party(ies) (assignor(s)):

Yi-yang Zhou and Eugene C. Davis

Additional name(s) of conveying party(ies) attached? yes no

2. Name and Address of Party(ies) receiving an interest (assignee(s)):

Name: MEMC Electronic Materials, Inc.
Address: 501 Pearl Drive
P.O. Box 8

City: St. Peters
State: Missouri Zip: 63376
Country: U.S.A.

Additional name(s) & address(es) attached? yes no

3. Nature of Conveyance:

- Assignment
- Merger
- Change of Name
- Verified Translation
- Security Agreement
- Other _____

Execution Date: May 6, 1999

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

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

A. Patent Application No(s).
09/282,391

B. Patent No(s).

Others on additional sheet(s) attached? Yes No

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

Edward J. Hejlek
Senniger, Powers, Leavitt & Roedel
One Metropolitan Square
16th Floor
St. Louis, Missouri 63102
(314) 231-5400 (telephone)

6. Total number of applications and patents involved:
Application(s) 1 + Patent(s): _____ = Total 1

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

8. Deposit Account Number: 19-1345
(Duplicate copy of this sheet attached)
 Charge any underpayment or credit any overpayment to above Deposit Account

DO NOT USE THIS SPACE

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.

Edward J. Hejlek
Name of Person Signing

Signature

5/17/99
Date

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

05/25/1999 DMGUYEN 00000196 09282391

01 RC:581

40.00 DP

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ASSIGNMENT

WHEREAS, We Yi-yang Zhou of McKinney, Texas and Eugene C. Davis of Sherman, Texas, have invented an improvement in APPARATUS AND PROCESS FOR RECONDITIONING POLISHING PADS (File MEMC 98-5450 (2393)) and have executed an application for a United States patent based thereon Serial No. 09/282,391, filed March 31, 1999;

AND, WHEREAS, MEMC Electronic Materials, Inc. of St. Peters, Missouri, a corporation of the State of Delaware (hereinafter referred to as "ASSIGNEE") is desirous of acquiring certain rights thereunder;

NOW, THEREFORE, for one dollar and other good and valuable consideration, receipt of all of which is hereby acknowledged, we have agreed to and do hereby sell, assign and transfer unto said ASSIGNEE the entire right, title and interest in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto in and to said invention, said United States application, any other United States applications (including provisional, non-provisional, divisional, continuing, or reissue applications) based in whole or in part on said United States application or in whole or in part on said invention, any foreign applications based in whole or in part on any of the aforesaid United States application or in whole or in part on said invention, and any and all patents

(including extensions thereof) of any country which have been or may be granted on any of the aforesaid applications or on said invention or any part thereof;

TO BE HELD AND ENJOYED by said ASSIGNEE, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by us had no sale and assignment of said interest been made;

AND We hereby authorize and request the Commissioner of Patents of the United States of America to issue any and all United States patents which may be granted upon said United States applications or any of them, or upon said invention or any part thereof, to said ASSIGNEE;

AND We hereby jointly and severally agree for ourselves and for our respective heirs, executors and administrators, to execute without further consideration any further lawful documents and any further assurances, and any provisional, non-provisional, divisional, continuing, reissue, or other applications for patents of any country, that may be deemed necessary by said ASSIGNEE fully to secure to said ASSIGNEE its interest as aforesaid in and to said invention or any part thereof, and in and to said several patents or any of them;

AND We hereby jointly and severally covenant for ourselves and our respective legal representatives that we have granted no right or license to make, use or sell said invention, to anyone

except said ASSIGNEE, that prior to the execution of this deed our right, title and interest in said invention had not been otherwise encumbered, and that we have not executed and will not execute any instrument in conflict herewith.

IN WITNESS WHEREOF, we have hereunto set our hands.

Yi-yang Zhou

Yi-yang Zhou

Eugene C. Davis

Eugene C. Davis

ACKNOWLEDGMENT

STATE OF TX)
)
COUNTY OF Grayson)

On this 6 day of May 1999, before me, a Notary Public, personally appeared Yi-yang Zhou to me known to be the person described in and who executed the foregoing assignment and acknowledged that he executed same as his free act and deed.

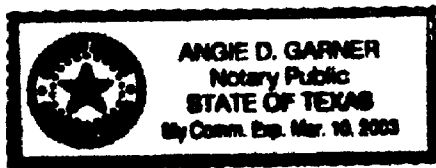
IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the date and year last above written.

Angie D. Garner

Notary Public

My Commission Expires:

3-10-2003



STATE OF TX)
)
COUNTY OF Grayson)

On this 6 day of May, 1999, before me, a Notary Public, personally appeared Eugene C. Davis to me known to be the person described, in and who executed, the foregoing assignment and acknowledged that he executed same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal and the date and year last above written.

Angie D. Garner
Notary Public

My Commission Expires:

3-10-2003

