6-28-99

06-30-1999

SHEET

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

To the Honorable Commissioner of Pat 10108	82369	.ttached original documents or copy thereof.		
1. Name of conveying party(ies):		2. Name and address of receiving party(ies):		
Cybeq Nano Technologies, Inc.		Mitaubiahi Matariala Corporation		
Additional name(s) of conveying party(ies) attached? [] Yes	Mitsubishi Materials Corporation Ohtemachi Bldg. 1-6-1 Ohtemachi, Chiyoda-ku Tokyo, JAPAN 100-0004			
3. Nature of Conveyance:				
[X] Assignment [] Merger	Additional name(s) & address(es) attached? [] Yes [X] No			
[] Security Agreement [] Change of Nam [] Other				
Execution Date: 24 June 1999				
4. Application number(s) or patent number(s): If this document is being filed together with a new app	plication	, the execution date of the application is:		
A. Patent Application No.(s)	· 	B. Patent No.(s)		
		· ·		
09/261,112 filed 3 March 1999 09/294,547 filed 19 April 1999	5,205,082 issued 27 April 1993 4,918,870 issued 24 April 1990 5,527,209 issued 18 June 1996 5,443,416 issued 22 August 1995			
Additional numbers	attach	ned? [] Yes [X] No		
5. Name and address of party to whom correspondence concerning document should be mailed:		6. Total number of applications and patents involved:		
Name: R. Michael Ananian	7. Total fee (37 CFR 3.41):\$			
Internal Address: <u>FLEHR HOHBACH TEST</u>		[] Enclosed		
ALBRITTON & HERBERT LLP		[X] Authorized to be charged to deposit account		
Street Address:SUITE 3400		8. Deposit account number: 06-1300 Please debit any underpayment or credit any overpayment to the above deposit account.		
				City: SAN FRANCISCO
State:CA Zip:94111-4	1187	Our Order No. <u>A-65012/RMA</u> (Attach duplicate of this page if paying by deposit account)		
DO NO	OT USE	THIS SPACE		
9. Statement and signature.				
To the best of my knowledge and belief, the attached copy is a true copy of the original R. Michael Ananian Name of Person Signing		Construction June 25, 1999		
		ling cover sheet, attachments and document: 54]		
OMB No. 0651-0011 (exp. 4/94)		this portion		
Do not detach this portion				
Mail documents to be recorded with required o		heat information to		
		Trademarks, Box Assignments DC 20231		
File No. <u>G-65012/RMA</u>	- "	Rev. 8/9 (39811)		

PATENT REEL: 010052 FRAME: 0458

ASSIGNMENT

FROM CYBEQ NANO TECHNOLOGIES, INC. TO MITSUBISHI MATERIALS CORPORATION

WHEREAS, CYBEQ NANO TECHNOLOGIES, INC. (CNT), a wholly-owned subsidiary of Mitsubishi Materials Corporation (MMTL), a Japanese corporation, (hereinafter "Assignor") is holder and owner of a certain right, title and interest (either a remaining sixty-seven percent interest or the entire one-hundred percent interest as indicated in Schedule A) in and to certain United States Letters Patents and applications for Letters Patents, all of which are identified on Schedule A attached hereto, together with the inventions disclosed therein and to any corresponding international and/or foreign applications; and

WHEREAS, MITSUBISHI MATERIALS CORPORATION (MMTL), a Japanese corporation, (hereinafter "Assignee") is desirous of acquiring Assignor's right, title and interest in and to the aforesaid Letters Patents and applications for Letters Patent and any corresponding foreign and international Letters Patents and applications for Letters Patent, together with the inventions disclosed therein, and any and all causes of action and rights of recovery for past infringement of said Letters Patents, and all of the rights vested in said Assignor by virtue of any and all instruments of assignment concerning the aforesaid Letters Patents and applications for Letters Patent in Schedule A, and any corresponding foreign and/or international Letters Patents and applications for Letters Patent, and/or by virtue of other instruments pursuant to which Assignor became vested with said ownership, including Assignor's right, title and interest in and to any and all improvements acquired pursuant to the terms of said instruments of assignment.

NOW THEREFORE, in consideration of the sum of One United States Dollar (\$1.00) and for other good and valuable consideration received by Assignor from Assignee, the receipt in full of which is hereby acknowledged:

- 1. Assignor hereby sells, assigns, transfers and conveys unto Assignee Assignor's entire right, title and interest in and to said Letters Patents, United States applications for Letters Patent and Letters Patents to be granted thereon, together with the inventions disclosed in said applications, and all Letters Patents of the United States and international patents and patents of foreign countries which may be granted thereon, including each and every Letters Patent granted on any application which is a division, substitution or continuation of the Letters Patent and applications therefor specifically identified in Schedule A and in and to each and every reissue and extension of said Letters Patent.
- 2. Assignor further sells, assigns, transfers and quitclaims unto Assignee all of Assignor's rights and interest, past and future, acquired by Assignor pursuant to the terms and provisions of assignments from the inventors, whether acquired directly or indirectly through an intervening assignment in the chain of title, and/or by virtue of other instruments pursuant to which Assignor became vested with said ownership, including the right, title and interest in and to any and all improvements acquired pursuant to the terms of said instruments of assignment.
- 3. Assignor further sells, assigns, transfers and conveys unto said Assignee Assignor's right, title and interest in and to any and all causes of action and rights of recovery for past infringement of the Letters Patents herein assigned in the United States and internationally according to the rights conveyed by the Letters Patents and applications for Letters Patent.
- 4. Assignor hereby covenants and agrees to cooperate with Assignee whereby the latter may enjoy to the fullest extent the right, title and interest herein conveyed. Such cooperation shall include

CNT:MMTL Assignment

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prompt execution of all papers prepared at the expense of Assignee which are deemed necessary or desirable by Assignee to perfect in it the right, title and interest herein conveyed.

5. The terms, covenants and provisions of this assignment shall inure to the benefit of Assignee, its successors, assigns and/or other legal representatives, and shall be binding upon Assignor, its successors, assigns and/or other legal representatives.

IN WITNESS WHEREOF, Assignor has executed and delivered this assignment instrument this <u>24th</u> day of <u>June</u>, 1999, at <u>Palo Alto, California, USA</u>.

CYBEQ NANO TECHNOLOGIES, INC.

By Yoshiro Nishino, Cybeg Nano Technologies, Inc.

IN WITNESS WHEREOF, Assignee agrees to and accepts this assignment instrument this <u>24th</u> day of <u>June</u>, 1999 at <u>Palo Alto, California, USA</u>.

MITSUBISHI MATERIALS CORPORATION

Masayuki Ito, Mitsubishi Materials Corporation

State of California			
	:		
County of Santa Clara)		

On 24 June 1999, before me, Kathleen M. Smith, Notary Public of the State of California, personally appeared Yoshio Nishino, 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 Lathlus M. mit

Geal)

KATHLEEN M., SMITH
Commission # 1194202
Notary Public - California
Santa Clora County
My Comm. Expires Sep 18, 2002

State of California

County of Santa Clara

On <u>24 June 1999</u>, before me, <u>Kathleen M. Smith</u>, Notary Public of the State of California, personally appeared <u>Masayuki Ito</u>, 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 may brand and official seal,

Signature Tathlew M. Mit

KATHLEEN M. SMITH
Commission # 1194202
Notary Public - California
Santa Clara County
My Comm. Expires Sep 18, 2002

CNT:MMTL Assignment

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PATENT REEL: 010052 FRAME: 0460

SCHEDULE A

UNITED STATES PATENTS AND PATENT APPLICATIONS

Serial No. Filing Date	Patent No. Issue Date	Title	Current Interest Assigned From CNT to MMTL	Inventor Names
07/811,568 12/20/91	5,205,082 4/27/93	Wafer Polisher Head Having Floating Retainer Ring	67% to MMTL (33% already assigned to MMTL)	Norm Shendon Kenneth C. Struven Robert J. Kolenkow
06/864,282 5/16/86	4,918,870 4/24/90	Floating Subcarriers For Wafer Polishing Apparatus	67% to MMTL (33% already assigned to MMTL)	Walter Torbert Kenneth C. Struven Robert E. Lorenzini Anthony C. Bonora
08/449,556 5/24/95	5,527,209 6/18/96	Wafer Polisher Head Adapted For Easy Removal of Wafers	67% to MMTL (33% already assigned to MMTL)	Konstantine Volodarsky Jiro Kajiwara Herbert W. Owens Jr. Jan H. King
08/119,972 9/9/93	5,443,416 8/22/95	Rotary Union For Coupling Fluids In A Wafer Polishing Apparatus	67% to MMTL (33% already assigned to MMTL)	Konstantine Volodarsky Jiro Kajiwara Herbert W. Owens Jr. Jan H. King
09/261,112 3/3/99	Pending	Chemical Mechanical Polishing Head Assembly Having Floating Wafer Carrier and Retaining Ring	100% to MMTL	Gerard S. Maloney Scott Chin John J. Geraghty William Dyson, Jr. Tanlin Dickey
09/294,547 4/19/99	Pending	Chemical Mechanical Polishing Head Assembly Having Floating Wafer Retaining Ring and Wafer Carrier With Multi-Zone Polishing Pressure Control	100% to MMTL	Huey-Ming Wang Gerard S. Maloney Scott Chin John J. Geraghty William Dyson, Jr. Tanlin Dickey

MMTL: Mitsubishi Materials Corporation CNT: Cybeq Nano Technologies

CNT:MMTL Assignment

RECORDED: 06/28/1999

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PATENT REEL: 010052 FRAME: 0461