
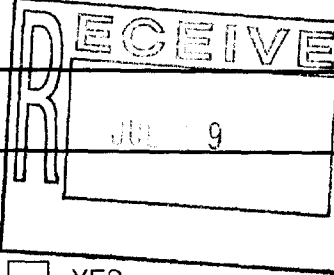



07-21-1999

PA		 101097725 <i>MD</i> <i>7-19-99</i>		SHEET ENTS ONLY RKS:			
TO THE HONORABLE COMMISS:							
SIR: Please record the enclosed original documents or copy thereof.							
1. NAME OF CONVEYING PARTY (ASSIGNOR):							
1. Homayoun Talieh							
Additional names of conveying parties enclosed?						<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES	
2. PARTY (ASSIGNEE) RECEIVING INTEREST:							
NAME: NuTool, Inc.							
ADDRESS: 1645 McCandless Drive							
Milpitas, CA 95035							
Additional names and addresses enclosed?						<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES	
3. NATURE OF CONVEYANCE:							
(Submit only one document for recordation--multiple copies of same Assignment signed by different inventors is one document)							
<input checked="" type="checkbox"/> Assignment of <input checked="" type="checkbox"/> Whole <input type="checkbox"/> Part interest							
<input type="checkbox"/> Change of name <input checked="" type="checkbox"/> Patent Application							
<input type="checkbox"/> Security <input type="checkbox"/> Merger <input type="checkbox"/> Other:							
Execution date: July 13, 1999							
4. Execution date/s on Declaration (if filed herewith):							
4.5 Appl/Pat Nos.: others on additional sheets enclosed?						<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES	
A. Pat. App. No/s		Matter #		1st inventor if not in item 1		B. Patent No(s)	
09/201,929		239648					
5. Name and address of party to whom correspondence concerning document should be mailed:				6. NUMBER INVOLVED:			
Pillsbury Madison & Sutro LLP Cushman Darby & Cushman IP Group 1100 New York Avenue N.W., 9th Floor, East Tower Washington, D.C. 20005-3918				Applns: 1 + Pats: 0 = TOTAL 1			
				7. Amount of fee enclosed (Code 581): Above Total x \$40 = \$40.00 <i>405</i>			
5.5 ATTY DKT: 42496				8. If above fee is missing or inadequate, charge insufficiency to DEPOSIT ACCOUNT NO. 03-3975			
239648		NT-001		UNDER ORDER:		42496/239648	
MATTER NO.		CLIENT REF.		dup. sheet not required		CLIENT/MATTER	
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.							
 Signature				10. Total pages including this cover sheet and document: 3			
Atty: Chang H. Kim, Reg. # 42,727				Date: July 15, 1999			
Tel: (650) 233-4776 / Fax: (650) 233-4545				Atty/Sec: CHK/g			

07/20/1999 MTHAI1 00000257 09201929

01 FC:581

40.00 DP

ASSIGNMENT OF U.S. ORIGIN

PATENT APPLICATIONS

THIS ASSIGNMENT OF U.S. ORIGIN PATENT APPLICATIONS (the "Assignment") is effective as of November 30, 1998 by and between NUTOOL, INC., a Delaware corporation ("Assignee"), and HOMAYOUN TALIEH ("Assignor") and is made with reference to the following:

A. Assignor has made inventions (each, individually an "Invention," and, collectively, the "Inventions") entitled (i) *Reverse Linear Polisher with Loadable Housing*, for which an application for Letters Patent of the United States was filed in the United States Patent and Trademark Office on December 1, 1998, under Serial No. 09/201,928, and (ii) *Method and Apparatus for Electro Chemical Mechanical Deposition*, for which an application for Letters Patent of the United States was filed in the United States Patent and Trademark Office on December 1, 1998, under Serial No. 09/201,929 (each, individually an "Application," and, collectively, the "Applications").

B. Assignee desires to acquire an interest in each of the Inventions, the Applications, and all continuations, divisions, reissues and substitutes of the Applications, and patents issued pursuant to the Applications.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby sells, assigns and transfers to Assignee, its successors, assigns and legal representatives the Assignor's full right, title and interest as of November 30, 1998, to the Inventions in the United States and all foreign countries, as described in the Applications, and to the Applications and to all continuations, divisions, reissues and substitutes of the Applications, together with the right of priority under the International Convention for the Protection of Industrial Property, Inter-American Convention Relating to Patents, Design and Industrial Models, and any other international agreements to which the United States of America adheres, and Assignor hereby authorizes and requests the Commissioner of Patents to issue any Letters Patents under the Applications to Assignee, for its interest as Assignee, its successors, assigns and legal representatives.

2. Assignee hereby grants the Assignor the right to receive royalty payments in the amount of three percent (3%) of the gross proceeds (the "Royalty Payments") received by the Assignee pursuant to any license of, sale of, or legal proceeding regarding the Inventions, the Applications and all continuations, divisions, reissues, and substitutes of the Applications, or patents issued pursuant to the Applications (collectively, the "Invention Rights") to any third parties; provided, however, that the definition of Royalty Payments shall not include the proceeds received by the Assignee or its stockholders from the sale or transfer of any Invention Rights pursuant to a merger, sale of all or substantially all of the assets, reorganization or other transaction involving the Assignee in which the stockholders of the Assignee own less than a majority of the voting securities of the surviving entity; provided, further, that the surviving entity shall be required to assume the Royalty Payment obligations to Assignor set forth herein.

3. Assignor hereby agrees to execute any papers requested by Assignee, its successors, assigns and legal representatives, deemed essential to Assignee's full protection and title in and to the Inventions hereby transferred.

4. Assignor furthermore agrees upon request of said Assignee, and without further remuneration, to execute any and all papers desired by said Assignee for the filing and granting of foreign applications and the perfecting of title thereto in said Assignee.

5. Assignor and Assignee hereby authorize Pillsbury Madison & Sutro LLP, 2550 Hanover Street, Palo Alto, California 94304, to insert further identification necessary or desirable for recordation of this document.


IN WITNESS WHEREOF, the parties have caused this Assignment to be executed in multiple counterparts effective as of the date first written above.

ASSIGNEE

NUTOOL, INC.

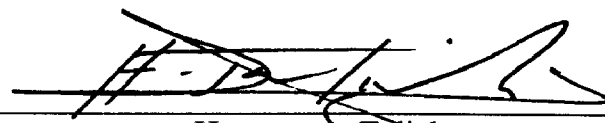
Dated: 7, 13, 1999

By


Title PRESIDENT

ASSIGNOR

Dated: 7, 13, 1999


Homayoun Talish