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PAUL JACKSON		JUL 2 B		
Additional name(s) of conveying party(ies) attached? [] Yes [X] No		CYBEQ NANO TECHNOLOGIES, INC. 45 E. Plumeria Drive San Jose, California 95134		
3. Nature of Conveyance:		HOPMARK OF		
[X] Assignment [ ] Merge:	r	**************************************		
[ ] Security Agreement [ ] Change of Name [ ] Other		Additional name(s) & address(es) attached?		
Execution Date: July 28, 1999		50.00		
4. Application number(s) or patent number	·(s):			
If this document is being filed together v	vith a new ap	pplication, the execution date of the application is:		
A. Patent Application No.(s) 09/363980		B. Patent No.(s)		
Additional numl	bers attac	hed? [] 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: [one]		
R. Michael Ananian FLEHR HOHBACH TEST ALBRITTON & HERBERT LLP 4 Embarcadero Center #3400 San Francisco, CA 94111		7. Total fee (37 CFR 3.41):\$40.00		
		<pre>[X] Enclosed [ ] Authorized to be charged to</pre>		
		8. Deposit account number: 06-1300 Please debit any underpayment or credit any overpayment to the above deposit account.		
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Rev. 8/93 (39811)

## ASSIGNMENT

WHEREAS, Paul Jackson, of Tempe, Arizona, has invented certain new and useful improvements in STRUCTURE AND METHOD FOR THREE CHAMBER CMP POLISHING HEAD and has executed an application for a United States patent disclosing and identifying the invention; and

WHEREAS, CYBEQ NANO TECHNOLOGIES, a subsidiary of Mitsubishi Materials Corporation, a corporation of JAPAN, having a place of business at 45 E. Plumeria Drive, San Jose, California, hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

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

- said Inventor does hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a provisional, utility, division, substitution, or continuation of any of said applications; (c) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; and (d) in and to each and every reissue or extensions of any of said patents.
- Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such ecoperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.
- The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal

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representatives, and shall be binding upon said Inventor, his respective heirs, legal representatives and assigns.

4. Said Inventor hereby warrants and represents that he has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventor has executed and delivered this instrument to said Assignee on the date set forth/below:

7/28/99

Date

Paul Jackson

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