10-06-2000 FORM PTO-1595 U.S. DEPARTMENT OF COMMERCE (Modified) Patent and Trademark Office To the Honorable Commissioner of Patents 101480825 ed original documents or copy thereof Name of conveying party(ies): 2. Name and address of receiving party(ies): EXECUTION DATE Name: Applied Materials, Inc. Girish A. DIXIT...... 6/22/00 Internal Address: <u>Legal Affairs Department</u> Additional name(s) of conveying part(ies) attached? ☐ Yes x No Street Address: P.O. Box 450-A 3. Nature of conveyance: x Assignment City: Santa Clara State CA Zip 95052 ☐ Security Agreement ☐ Change of Name Additional Name(s) & address(es) attached?  $\square$  Yes  $\underline{x}$  No Other \_\_\_\_ Execution Date: SEE ABOVE 4. Application number(s) or patent Number(s): If this document is being filed together with a new application, the execution date of the application is:\_\_\_\_ A. Patent Application No.(s) B. Patent No.(s) Serial No. 09/568,620 - Filing Date: 5/10/00 Additional Numbers attached? ☐ Yes x No 5. Name and address of party to whom correspondence 6. Total number of applications and patents involved: \_\_1\_ concerning document should be mailed: 7. Total fee (37 CFR 3.41).....\$40.00 Name: PATENT COUNSEL □ Enclosed Internal Address: Applied Materials, Inc.  $\underline{x}$  Authorized to be charged to deposit account 8. Deposit account number: Legal Affairs Dept. 50-1074 (Attach duplicate copy of this page if paying by deposit account) Street Address: P.O. Box 450-A City: Santa Clara State: CA ZIP: 95052 DO NOT USE THIS SPACE 00000157 501074 09568620 10/05/2000 MTHAI1 Statement and signature. and any attached copy is a true copy of the To the best of my knowledge and belief, the foregoing information, original document. Robert W. Mulcahy, Reg. No. 25,436

> Mail documents to be recorded with the required cover sheet information to: Commissioner of Patents & Trademarks , Box Assignments Washington, D.C. 20231

10. Total number of pages comprising cover sheet, attachments, and document. 3

Name of Person Signing

OMB No. 0651-0011 (exp. 4/94)

## ASSIGNMENT FOR APPLICATION FOR PATENT

WHEREAS:

Names and Addresses of Inventors:

1)	Girish A. Dixit 3258 Reserve Court San Jose, CA 95135	2)	Fusen Chen 13081 La Vista Court Saratoga, CA 95014

(hereinafter referred to as Assignors), have invented a certain invention entitled:

## Bi-Layer Etch Stop for Inter-Level Via

for which application for Letters Patent in the United States was filed on May 10, 2000,

under Serial No. 09/568,620, executed on even date herewith; and

WHEREAS, Applied Materials, Inc., a corporation of the State of Delaware, having a place of business at 3050 Bowers Avenue, Santa Clara, California 95054 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said application (hereinafter referred to as the Application), and the invention disclosed therein (hereinafter referred to as the Invention), and in and to all embodiments of the Invention, heretofore conceived, made or discovered by said Assignors, and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter referred to as the Patents) thereon granted in any and all countries and groups of countries.

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

- 1. Said Assignors hereby sell, assign, transfer and convey to Assignee the full and exclusive right, title and interest (a) in and to said Application and said Invention; (b) in and to all rights to apply for patents on said Invention in any and all countries pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all Applications filed and any and all Patents granted on said Invention in any and all countries and groups of countries, including each and every Application filed and each and every Patent granted on any application which is a division, substitution, or continuation of said Application; and (d) in and to each and every reissue or extension of any of said Patents.
- 2. Said Assignors hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest to said Invention herein conveyed in any and all countries and groups of countries. Such cooperation by said Assignors shall include prompt production of pertinent facts and documents, giving 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 of said Patents; (e) for interference or other priority proceedings involving said Invention; and (f) for legal proceedings involving said Invention and any application 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

PATENT REEL: 011126 FRAME: 0103 Assignors in providing such cooperation shall be paid for by said Assignee.

- The term and covenants of this agreement shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Assignors, their respective heirs, legal representatives and assigns.
- 4. Said Assignors hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Assignors have executed and delivered this instrument to said Assignee on the dates indicated below.

1)

June 22., 2000 Junish Wint

Grish A. Dixit

June , 27, 2000

Fusen Chen

RECORDED: 08/14/2000