11-14-2000

RECORDATI

U.S. DEPARTMENT OF COMMERCE Patent and

PA' Atty Docket #: 101514863 SC11098TP Trademark Office To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof. 1. Name of conveying part(ies): Name and address of receiving party(ies): James K. Schaeffer III Mark V. Raymond Name: Motorola, Inc. Bich-Yen Nguyen Internal Address: Intellectual Property Dept 3. Nature of conveyance: \boxtimes Assignment Merger Street Address: 1303 East Algonquin Road Security Agreement Change of Name MD: IL01/3rd Other City: Schaumburg ZIP: 60196 State: IL Additional name(s) & address(es) attached? Execution date of Yes ⊠ No September 14, 2000 conveyance: 4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the September 14, 2000 application is: A. Patent Application No.(s): B. Patent No.(s): SC11098TP Additional numbers attached? Yes \boxtimes 5. Name and address of party to whom correspondence 6. Total number of applications and patents involved: 1 concerning document should be mailed: Name: Motorola, Inc. 7. Total fee (37 C.F.R. 3.41).....\$ 40.00 Internal Address: Austin Intellectual Property Law Enclosed Section Authorized to be charged to deposit account Street Address: 7700 West Parmer Lane MD: TX32/PL02 City, State, Zip: Austin, Texas 78729 8. Deposit account number: 13-4773 DO NOT USE THIS SPACE 00000258 134773 09663919 11/13/2000 MTHAI1 01 FD:58datement 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. James L. Clingan, Jr. Name of Person Signing Total number of pages including cover sheet, attachments, and document: 3

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OMB No 0651-0011 rexp 4/94)

FORM PTO-1594 (Rev. 6-93)

PATENT

REEL: 011224 FRAME: 0847

ASSIGNMENT AND AGREEMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, we, James K. Schaeffer III of Austin, Texas; Mark V. Raymond of Austin, Texas; and Bich-Yen Nguyen of Austin. Texas, have sold, assigned, and transferred, and do hereby sell, assign, and transfer unto Motorola, Inc., a corporation of the State of Delaware, having its principal office in Schaumburg, State of Illinois, United States of America, and its successors, assigns, and legal representatives, the entire right, title, and interest for the United States of America in and to certain inventions relating to improvements in <u>A SEMICONDUCTOR STRUCTURE AND PROCESS FOR FORMING A METAL OXY-NITRIDE DIELECTRIC LAYER</u> (Attorney Docket No. <u>SC11098TP</u>), described, illustrated, and claimed in an application for Letters Patent of the United States of America executed by us, together with our entire right, title and interest in and to the application, and in and to Letters Patent which may be issued upon the application, and upon any division, extension, continuation, reexamination, or reissue thereof.

We hereby also sell, assign, and transfer unto Motorola, Inc., our entire right, title, and interest in and to the invention and in and to applications for Letters Patent therefor in all countries foreign to the United States of America, including all rights under any and all international conventions and treaties in respect of the inventions and the applications for Letters Patent in foreign countries, and we further authorize Motorola. Inc. to apply for Letters Patent in foreign countries directly in its own name, and to claim the priority of the filing date of the application for Letters Patent of the United States of America under the provisions of any and all international conventions and treaties.

We hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America to issue Letters Patent upon the aforesaid application, division, extension, continuation, reexamination, or reissue, to Motorola, Inc., for the sole use and behoof of Motorola. Inc., its successors, assigns, and legal representatives, to the full end of the term for which the Letters Patent may be granted, the same as they would have been held and enjoyed by us had this assignment not been made, and we hereby authorize and request the equivalent authorities in foreign countries to issue the patents of their respective countries to Motorola, Inc..

PATENT REEL: 011224 FRAME: 0848

JOINT PATENT

Attorney Docket No.: SC11098TP

We agree that, when requested we will, without charge to Motorola, Inc., but at its expense. sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable, or convenient for securing and maintaining patents for the inventions in any and all countries and for vesting title thereto in Motorola, Inc., its successors, assigns, and legal representatives or nominees.

We covenant with Motorola, Inc., its successors, assigns, and legal representatives, that the interest and property hereby conveyed is free from all prior assignment, grant, mortgage, license, or other encumbrance.

Sames X Schaelle III
James K. Schaeffer III
Mich V. R.
Mark V. Raymond
Bich-Yen Nguyen
STATE OF TEXAS)
COUNTY OF WILLIAMSON)
State aforesaid, do hereby certify that James K. Schaeffer III, and Mark V. Raymond, and Bich-Ye Nguyen, whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the instrument as his/her fre and voluntary act and deed for the uses and purposes therein set forth. Given under my hand and notarial seal this 14 Hb day of Light, 2000.
ELAINE L. COX

Address correspondence concerning this document to: Motorola, Inc., Austin Intellectual Property Law Section, 7700 West Parmer Lane, MD: TX32/PL02.

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Notary Public, State of Texas
My Commission Expires

RECORDED: 09/18/2000