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MRD 2/18/01



Docket No.: 2000-0088-1

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**PATENTS ONLY**

HEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

- a. **Xiaojiang J. Pan**
- b. **Richard G. Morton**
- c. **Alexander I. Ershov**

Additional names(s) of conveying party(ies)  Yes  No

2. Name and address of receiving party(ies):

Name: **Cymer, Inc.**

Internal Address: **Legal Department - MS/1-2A**

Street Address: **16750 Via Del Campo Court**

City: **San Diego** State: **CA** ZIP: **92127**

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

Execution Date: **a. & b. 2/14/01 and c. 2/9/01**

4. Application number(s) or registration numbers(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s)

**09/731,938; filed  
12/7/00**

B. Patent No.(s)

FEB 18 2001

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Michele Travis c/o Cymer, Inc.**

Internal Address: **Legal Department - MS/1-2A**

Street Address: **16750 Via Del Campo Court**

City: **San Diego** State: **CA** ZIP: **92127**

6. Total number of applications and patents involved: **1**

7. Total fee (37 CFR 3.41):.....\$ **40.00**

Enclosed - Any excess or insufficiency should be credited or debited to deposit account

Authorized to be charged to deposit account

8. Deposit account number:

**03-4060**

03/09/2001 TDIAZI 00000009 034060 09731938

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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.

**Michele P. Travis**

**February 15, 2001**

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: **3**

When recorded, please return to:

CYMER, Inc.  
Attn: Legal Department MS/1-2A  
16750 Via Del Campo Court  
San Diego, California 92127

**PATENT APPLICATION**

Attorney Docket No. 2000-0088-1

**ASSIGNMENT OF PATENT APPLICATION**

We, Xiaojiang J. Pan, Richard G. Morton and Alexander I. Ershov, the undersigned, have agreed and hereby agree to assign to CYMER, Inc., a Nevada corporation having its principal place of business in San Diego, California (hereinafter CYMER), for good and valuable consideration, receipt of which is hereby acknowledged, and do hereby sell, assign and transfer to CYMER, its successors and assigns, the entire right, title and interest, including the right of priority, in and to our invention for

**PROTECTION OVERCOAT FOR REPLICATED DIFFRACTION GRATINGS**

as described and/or claimed in our application for Letters Patent of the United States of America filed December 7, 2000 having U.S. Serial No. 09/731,938, and as described and/or claimed in any and all continuations, continuations-in-part (C-I-Ps), divisionals, and renewals of and substitutes for said application for said Letters Patent, and any and all Letters Patent of the United States and of countries foreign thereto which may be granted thereon or therefor; and any reissues, or re-examinations, or extensions of said Letters Patent.

We additionally authorize CYMER to file applications in our names for Letters Patent in any country, to be held and enjoyed by CYMER, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by us had this assignment, sale and transfer not been made;

AND we hereby covenant that we have full right to convey the entire interest herein assigned, and that we have not executed and will not execute any agreement in conflict herewith, and we further covenant and agree that we will, each time a request is made, and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said invention(s) or improvement(s), said application and said Letters Patent, to CYMER, its successors, assigns, nominees or legal representatives, and we agree to communicate to CYMER, or to its nominee, all known facts respecting said invention(s) or improvement(s), said application and said Letters Patent, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers and divisionals, continuations, C-I-Ps, reissue and foreign applications, to make all rightful oaths and declarations, and generally to do everything possible to aid CYMER, its successors, assigns, nominees and legal representatives to obtain and enforce, for its or their own benefit, proper patent protection for said invention(s) or improvement(s) in any and all countries provided the expenses which may be incurred by us in lending such cooperation and assistance are paid by CYMER;

AND we hereby authorize and request the commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue to CYMER, as assignee of the entire right, title and interest, any and all Letters Patent for said invention(s) or improvement(s), including any and all Letters Patent of the United States which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of this assignment.

Dated: 02/14/01

Xiaojiang J. Pan  
Xiaojiang J. Pan

Dated: 02/14/01

Richard G. Morton  
Richard G. Morton

Dated: 02/09/2001

Alexander I. Ershov  
Alexander I. Ershov