

03-15-2001

U.S. DEPARTMENT OF COMMERCE



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Patent and Trademark Office  
Docket No. 47408-20010.00

101637345

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

1. Name of conveying party(ies):

Kuniharu INOUE  
Jiro INOUE  
Hazimu OHNISHI  
Hisao YAMAMOTO

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

Additional name(s) of conveying party(ies) attached?  Yes  No

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

Name: SUMITOMO METAL INDUSTRIES, INC.  
Internal Address: 5-33, Kitahama 4-chrome,  
Street Address: Chuo-ku,  
City: Osaka-shi, State: JAPAN ZIP: 541-0041

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

3. Nature of conveyance:

3-8-01

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other:

Execution Date: February 7 and 26, 2001

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)  
09/726,611

B. Patent No.(s)

Additional numbers attached? \* Yes  No

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

Kevin R. Spivak  
Morrison & Foerster LLP  
2000 Pennsylvania Avenue, N.W.  
Washington, D.C. 20006-1888

6. Total number of applications and patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

40E

- Enclosed
- Authorized to be charged to deposit account, referencing Attorney Docket 47408-20010.00

8. Deposit account number: 03-1952

The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 that may be required by this paper, or to credit any overpayment to Deposit Account No. 03-1952.

DO NOT USE THIS SPACE

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.

Name: Kevin R. Spivak  
Registration No: 43,148

*Kevin R Spivak*  
Signature

3/8/01  
Date

03/14/2001 TDIAZ1 00000131 09726611 Total number of pages comprising cover sheet, attachments and document: 3  
01 FE:581 40.00 DP

Mail documents to be recorded with required cover sheet information to:  
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dc-253017

## ASSIGNMENT JOINT

THIS ASSIGNMENT, by Kuniharu INOUE, Jiro INOUE, Hazimu OHNISHI and Hisao YAMAMOTO, (hereinafter referred to as the assignors), residing at Room 207, 1-26, Motohamacho Amagasaki-shi, Hyogo 660-0085 Japan, Room 215, 1-26, Motohamacho Amagasaki-shi, Hyogo 660-0085 Japan, 1-23-26, Himejima, Nishiyodogawa-ku, Osaka-shi 555-0033 Japan and Room 910, 3-2-1, Sumiregaoka, Takarazuke-shi, Hyogo 665-0847 Japan, respectively, witnesseth:

WHEREAS, said assignors have invented certain new and useful improvements in METHOD OF SUPPLYING SILICON RAW MATERIAL OF PRODUCING SILICON SINGLE CRYSTAL AND POLY-SILICON, set forth in an application for Letters Patent of the United States, having an oath or declaration executed on even date herewith; bearing Serial No. 09/726,611 and filed on 12/01/00; and

WHEREAS, SUMITOMO METAL INDUSTRIES, LTD., a corporation duly organized under and pursuant to the laws of Japan and having its principal place of business at 5-33, Kitahama 4-chrome, Chuo-ku, Osaka-shi, Osaka 541-0041 Japan (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, said assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extension of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee\* its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors are the sole and lawful owners of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

AND said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignee or the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

February 26, 2001  
Date Kuniharu Inoue  
Kuniharu INOUE

February 26, 2001  
Date Jiro Inoue  
Jiro INOUE

February 27, 2001  
Date Hazimu Ohnishi  
Hazimu OHNISHI

February 27, 2001  
Date Hisao Yamamoto  
Hisao YAMAMOTO