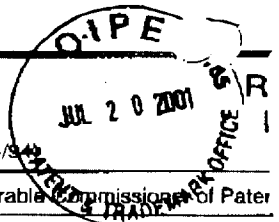


FORM PTO-1595

(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/3/02)



02-21-2002



101984653

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

Atty Dkt No.: 01 P 7437 US

To the Honorable Commissioner of Patents and Trademarks

Original documents or copy thereof.

1. Name of conveying party(ies):

Hans-Joachim BARTH; Gerald FRIESE; Petra FELSNER

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

07/20/01

2. Name and address of receiving party(ies)

Name: Infineon Technologies North America Corp.

Internal Address:

Street Address: 1730 North First Street, San Jose, CA 95112

City: San Jose State: CA ZIP: 95112

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Execution Date: January 31, 2001; February 2, 2001; February 6, 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: January 31, 2001; February 2, 2001; February 6, 2001

A. Patent Application No.(s)

09/774251

B. Patent No.(s)

Additional numbers attached? Yes No X

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

Name: Kay Houston

Internal Address:

Slater & Matsil, L.L.P.

17950 Preston Road, Suite 1000

City: Dallas State: Texas ZIP: 75252

6. Total number of applications and patents involved: 1

7. Total Fee (37 CFR 3.41) \$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit Account No.

19-2179

40E

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.

Stanton C. Braden
Name of Person Signing
Reg. No. 32,556

Signature

9/5/01
Date

Total number of pages including cover sheet, attachments, and document: 7

Adjustment date: 02/21/2002 JJALLAH2
08703/2001 AAHMD1 00000145 192179 09744251
01 FC:581 40.00 CR

09774251
0000023 192179
40.00 CH
02/21/2002 JJALLAH2
01 FC:581

Docket No.: 01P7437

Luetzowstr.

ASSIGNMENT

For good and valuable consideration, we, Hans-Joachim BARTH, residing at Luetzowstr. 19A, D-81245, Muenchen, Germany, a citizen of Germany; Gerald FRIESE, residing at 2 Greenhill Drive #9D, Fishkill, NY 12524, a citizen of Germany; and Petra Felsner, residing at 1207 Loudon Drive, Fishkill, NY 12524, a citizen of Germany;

hereby sell, assign, and transfer to *Infineon Technologies North America Corp.*, a corporation organized and existing under the laws of the state of Delaware, having its principal place of business at 1730 North First Street, San Jose, CA 95112;

hereinafter "Assignee", its successors, assigns and legal representatives, the entire right, title and interest in and for the United States and all foreign countries, in and to any and all improvements which are disclosed in the application for United States Letters Patent, which has been executed by the undersigned concurrently herewithin, and is entitled:

MIM CAPACITOR WITH SELF-PASSIVATING PLATES

and in and to said application and all divisional, continuing substitute, renewal, reissue, and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original and reissued patents which have been or shall be filed in the United States and all foreign countries on said improvements;

Agree that Assignee may apply for and receive Letters Patent for said improvements in its own name, and that, when requested, without charge to but at the expense of said Assignee, their successors, assigns, and legal representatives to carry out in good faith the intent and purpose of this agreement, the undersigned will execute all divisional, continuing substitute, renewal, reissue, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns, and representatives, all facts known to the undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee, its successors, assigns, or representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns, and legal representatives; and

Docket No.: 01P7437

-2-

Covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Date: 02/06/01

Hans-Joachim BARTH
Hans-Joachim BARTH

Witness: Wolfgang Sauert
(type name)

Witness: Helo Nolkefuer
(type name)

Date: _____

Gerald FRIESE

Witness: _____
(type name)

Witness: _____
(type name)

Date: _____

Petra FELSNER

Witness: _____
(type name)

Witness: _____
(type name)

Docket No.: 01P7437**ASSIGNMENT**

For good and valuable consideration, we, Hans-Joachim BARTH, residing at Luetzwstr. 19A, D-81245, Muenchen, Germany, a citizen of Germany; Gerald FRIESE, residing at 2 Greenhill Drive #9D, Fishkill, NY 12524, a citizen of Germany; and Petra Felsner, residing at 1207 Loudon Drive, Fishkill, NY 12524, a citizen of Germany;

hereby sell, assign, and transfer to *Infineon Technologies North America Corp.*, a corporation organized and existing under the laws of the state of *Delaware*, having its principal place of business at *1730 North First Street, San Jose, CA 95112*;

hereinafter "Assignee", its successors, assigns and legal representatives, the entire right, title and interest in and for the United States and all foreign countries, in and to any and all improvements which are disclosed in the application for United States Letters Patent, which has been executed by the undersigned concurrently herewithin, and is entitled:

MIM CAPACITOR WITH SELF-PASSIVATING PLATES

and in and to said application and all divisional, continuing substitute, renewal, reissue, and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original and reissued patents which have been or shall be filed in the United States and all foreign countries on said improvements;

Agree that Assignee may apply for and receive Letters Patent for said improvements in its own name, and that, when requested, without charge to but at the expense of said Assignee, their successors, assigns, and legal representatives to carry out in good faith the intent and purpose of this agreement, the undersigned will execute all divisional, continuing substitute, renewal, reissue, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns, and representatives, all facts known to the undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee, its successors, assigns, or representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns, and legal representatives; and

Docket No.: 01P7437

-2-

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Date: _____

Hans-Joachim BARTH

Witness: _____
(type name)

Witness: _____
(type name)

Date: 01/31/01

G. Friese
Gerald FRIESE

Witness: Andreas von Ehrenwall
(type name)

Witness: TOBIAS MOND
(type name)

Date: _____

Petra FELSNER

Witness: _____
(type name)

Witness: _____
(type name)

Docket No.: 01P7437**ASSIGNMENT**

For good and valuable consideration, we, Hans-Joachim BARTH, residing at Luetzwstr. 19A, D-81245, Muenchen, Germany, a citizen of Germany; Gerald FRIESE, residing at 2 Greenhill Drive #9D, Fishkill, NY 12524, a citizen of Germany; and Petra Felsner, residing at 1207 Loudon Drive, Fishkill, NY 12524, a citizen of Germany;

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hereinafter "Assignee", its successors, assigns and legal representatives, the entire right, title and interest in and for the United States and all foreign countries, in and to any and all improvements which are disclosed in the application for United States Letters Patent, which has been executed by the undersigned concurrently herewithin, and is entitled:

MIM CAPACITOR WITH SELF-PASSIVATING PLATES

and in and to said application and all divisional, continuing substitute, renewal, reissue, and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original and reissued patents which have been or shall be filed in the United States and all foreign countries on said improvements;

Agree that Assignee may apply for and receive Letters Patent for said improvements in its own name, and that, when requested, without charge to but at the expense of said Assignee, their successors, assigns, and legal representatives to carry out in good faith the intent and purpose of this agreement, the undersigned will execute all divisional, continuing substitute, renewal, reissue, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns, and representatives, all facts known to the undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee, its successors, assigns, or representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns, and legal representatives; and

Docket No.: 01P7437

-2-

Covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Date: _____

Hans-Joachim BARTH

Witness: _____
(type name)

Witness: _____
(type name)

Date: _____

Gerald FRIESE

Witness: _____
(type name)

Witness: _____
(type name)

Date: 2/2/01



Petra FELSNER

Witness: Andreas von Ehrenwall
(type name)

Witness: TOBIAS MONO
(type name)