

04-19-2002

FORM PTO-1515
1-31-92

RECC



HEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

102061790

4/15/02

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

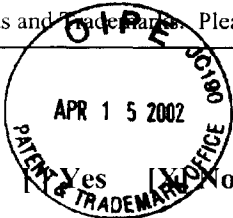
1. Name of conveying parties:
Nam P. Suh, Jason Melvin

Additional name(s) of conveying party(ies) attached?

3. Nature of Conveyance:

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

Execution Date: March 28, 2002 & March 29, 2002



2. Name and address of receiving party:

Name: Massachusetts Institute of Technology

Internal Address: _____

Street Address: 77 Massachusetts Avenue

City: Cambridge

State: MA

Zip: 02139

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

4. Application number(s) or patent number(s): 10/029,158

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

A. Patent Application No.(s)
Provisional 10/029,158 filed December 21, 2001

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Maria S. Swiatek

Internal Address: FLEHR, HOHBACH, TEST,
ALBRITTON & HERBERT

Street Address: SUITE 3400

FOUR EMBARCADERO CENTER

City: SAN FRANCISCO

State: CA

Zip: 94111-4187

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 number: **06-1300**
Please debit any underpayment or credit any overpayment to the above deposit account.

Our Order No. A-69175-1/AJT/MSS
(Attach duplicate of this page if paying by deposit account)

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.

Maria S. Swiatek, Reg. No. 37,244
Name of Person Signing

Maria Swiatek
Signature

April 2, 2002
Date

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

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

Do not detach this portion
Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks
Box Assignments
Washington, DC 20231

File No. A-69175-1/AJT/MSS

Rev. 8/93

(1040989)

PATENT
REEL: 012796 FRAME: 0920

ASSIGNMENT

WHEREAS, the undersigned, **Nam P. Suh**, a resident of **Sudbury, Massachusetts** and **Jason Melvin**, a resident of **Cambridge, Massachusetts**; have invented certain new and useful improvements **APPARATUS AND METHOD FOR CHEMICAL MECHANICAL POLISHING OF SUBSTRATES**, for which invention we have executed an application for Letters Patent of the United States, having Serial No. 10/029,158, and filing date of December 21, 2001, and which invention is fully described in the specification pertaining to said application.

WHEREAS, **Massachusetts Institute of Technology** (hereinafter termed "Assignee"), a body having corporate powers under the laws in the State of Massachusetts, having a place of business at 77 Massachusetts Ave. Cambridge, MA 02139, is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

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

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention 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 the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extension of any of said patents; and (e) all claims for damages by reason of past infringement of said Patents, with the right to sue for and collect the same for its own use and enjoyment, and for use and enjoyment of its successors, assigns or other legal representatives.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors

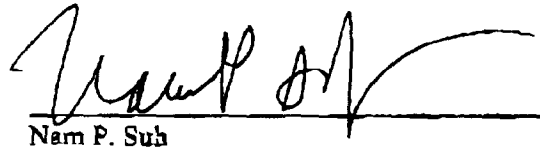
shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title 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 said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications 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 Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms, covenants and conditions of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument on the date(s) below written.

Dated: March 28, 2002



Nam P. Suh

State of _____]
County of _____] SS.

On _____, 2002, before me, _____, Notary Public, personally appeared Nam P. Suh, personally known to me (or proved to me on the basis of evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Dated: _____, 2002 _____
Jason Melvin

State of _____]
County of _____] SS.

On _____, 2002, before me, _____, Notary Public, personally appeared Jason Melvin, personally known to me (or proved to me on the basis of evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

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

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2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors

shall include prompt production of pertinent facts and documents, giving of 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 said patents, (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications 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 Inventors in providing such cooperation shall be paid for by said Assignee.

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4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument on the date(s) below written.

Dated: _____, 2002

Nam P. Suh

State of _____ }
County of _____ } SS.

On _____, 2002, before me, _____, Notary Public, personally appeared Nam P. Suh, personally known to me (or proved to me on the basis of evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Dated: Mar 29, 2002

Jason Melvin
Jason Melvin

State of Oregon]
County of Washington] SS.

On March 29, 2002, before me, Tracie Flannigan Notary Public, personally appeared Jason Melvin, personally known to me (or proved to me on the basis of evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Tracie A. Flannigan
Notary Public

