04-25-2002 FORM PTO-1595 (modified) U.S. DEPARTMENT OF COMMERCE (Rev 6-93) RECC **IEET** Patent and Trademark Office To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copies thereof. 1. Name of conveying party(ies): 2. Name and address of receiving party(ies): Lu You Matthew S. Buynoski Paul R. Besser Advanced Micro Devices, Inc. Jeramias D. Romero 1160 Kern Avenue Sunnyvale, CA 94088 Pin-Chin Connie Wang Minh Q. Tran Additional conveying party(ies) NO 3. Nature of conveyance: **ASSIGNMENT** Execution Date: 3/22/2002, 3/22/2002, 3/22/2002, Additional name(s) & address(es) attached? 3/22/2002, 4/3/2002, & 3/22/2002Respectively 4. Application number(s) or patent number(s): 3/22/2002, 3/22/2002, If this is being filed together with a new application, the execution date of the 3/22/2002, 3/22/2002, application is: 4/3/2002, & 3/22/2002 Respectively A. Patent Application Number(s): B. Patent Number(s): Additional numbers attached? NO 5. Name and address of party to whom correspondence 6. Total number of applications/patents involved: concerning document should be mailed: \$40.00 7. Total fee (37 C.F.R. § 3.41): Paul S. Hunter X Check Enclosed FOLEY & LARDNER

Firstar Center 777 East Wisconsin Avenue Milwaukee, Wisconsin 53202-5367

Charge to deposit account

8. Deposit account number:

06-1447

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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. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.

Paul S. Hunter

Name of person signing DIAZ1 00000158 10123588 04/24/2002 TDIAZ1

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Signature

Total number of pages including cover sheet, attachments, and document: 8

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PATENT REEL: 012816 FRAME: 0562

ASSIGNMENT AND AGREEMENT

WHEREAS, Lu You of 5978 Friar Way, San Jose, CA 95129; Matthew S. Buynoski of 2607 Emerson Street, Palo Alto, CA 94306; Paul R. Besser of 1087 Yorktown Drive, Sunnyvale, CA 94087; Jeremias D. Romero of 30077 Bridgeview Way, Hayward, CA 94544; Pin-Chin Connie Wang of 461 Burgess Drive #2, Menlo Park, CA 94025 and Minh Q. Tran of 1722 Mirabella Court, Milpitas, CA 95035; (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled METHOD OF FORMING A METAL OR METAL NITRIDE INTERFACE LAYER BETWEEN SILICON NITRIDE AND COPPER (Atty. Dkt. No. 039153-0468 (G1172)) for which an application for United States Letters Patent was executed by ASSIGNOR concurrently herewith; and

WHEREAS, Advanced Micro Devices, Inc., a corporation duly organized and existing under the laws of the State of Delaware, and having its principal place of business at 1160 Kern Avenue, Sunnyvale, CA 94088 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or

001.1189493.1

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PATENT REEL: 012816 FRAME: 0563 inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of **Foley & Lardner** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of Foley & Lardner do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

Executed this 22 hd day of Harch, 2002

State of California (1484)ss.

On this 22 day of ________, 2002_, before me, a notary public in and for said county, appeared LU YOU, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the

uses and purposes therein set forth.

(Seal)

C. CRANGE
On 2 1296149
Santa Clara County
My Comm. Expires Apr 1, 2005

My Commission Expires:

001.1189493.1

Page 2 of 7

Executed this 22 day of Man	Atty. Dkt. No. 039153-0468 (G1172)
State of California	MATTHEW S. BUYNOSKI
county of Santa Gara	ore me, a notary public in and for said county, appeared ame person whose name is subscribed to the foregoing delivered the said instrument as his her free and Notary Public
(Seal)	My Commission Expires: April 1, 2005
WINCOAC. CHANGE Commission 1 1298145 Motary Public - California Santa Class County My Comm. For 1, 2005	

Executed this $\stackrel{{\cal W}}{=}$ day of $\stackrel{{\sf I}}{=}$	Nurch, 2002
	Paul Beson
State of California	PAUL R. BESSER
County of Santa Clara)ss.	
PAUL R. BESSER, who is personally known to me to nstrument, and he/she acknowledged that he/she sig	, 20_ <u>02</u> , before me, a notary public in and for said county, appeared be the same person whose name is subscribed to the foregoing ined, sealed, and delivered the said instrument as his her free and
oluntary act for the uses and purposes therein set fo	Winour C. Orange
	Notary Public My Commission Expires: April 1, 2005
(Seal)	Wy Commission Expired.
Senta Clare	- California Z - County

State of California

State of California

On this 22 day of March 2002, before me, a notary public in and for said county, appeared

JEREMIAS D. ROMERO, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and feeling acknowledged that feeling signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

(Seal)

On this 22 day of March 2002, before me, a notary public in and for said county, appeared JEREMIAS D. ROMERO

Who the same person whose name is subscribed to the foregoing instrument, and feeling acknowledged that feeling sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Notary Public

My Commission Expires:

On this 22 day of March 2002, before me, a notary public in and for said county, appeared JEREMIAS D. ROMERO

Notary Public My Commission Expires and purposes therein set forth.

Executed this 3rd day of April , 20 C2.

Signature

Janak Kluts George Jonathan Kluth

Witness

Date

3 April 2002

Signature

3 April 2002

Executed this 22 day of Ma	reh	_, 20 <u>0</u> 2.		<i>f</i>
		Re	L Tran	
State of <u>California</u> , County of <u>Santa Clara</u>)ss. On this 22 day of <u>March</u> , 20			MINH Q. TRAN	
County of Santa Clara)ss.	- A			
On this day of/ Qurey, 20 MINH Q. TRAN, who is personally known to me to be the sa and he) she acknowledged that he she signed, sealed, and d the uses and purposes therein set forth.	me perso	on whose nam	stary public in and for said cour ne is subscribed to the foregoin ment as his her free and volur	ng instrument,
			Notary Public	el 12005
(Seal) William A.C. Convenience 1295 Notary Public - Calif	ijar 5	, , <u>}</u>	ly Commission Expires: //	Krc 1,200
Santa Clara Cour	nty			

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RECORDED: 04/16/2002

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PATENT REEL: 012816 FRAME: 0569