00000055 10166105 66/20/2002 TDIAZ1

DO NOT USE THIS SPACE

01 FC:581

40.00 DP

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy 9. Statement and signature: 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.

Alistair K. Chan

Reg. No. 44,603 Name of person signing alister K Chan

Total number of pages including cover sheet, attachments, and document: 5

## ASSIGNMENT AND AGREEMENT

WHEREAS, Hyeon-Seag Kim of 1793 Castro Drive, San Jose, CA 95130; Amit P. Marathe of 1307 Edsel Drive, Milpitas, CA 95035; Nian Yang of 508 Tower Hill Avenue, San Jose, CA 95136 and Tien-Chun Yang of 860 Hampswood Way, San Jose, CA 95120; (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled MAXIMUM VCC CALCULATION METHOD FOR HOT CARRIER QUALIFICATION (Atty. Dkt. No. 039153-0542) 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 One AMD Place, P.O. Box 3453, Sunnyvale, California 94088-3453, (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

Page 1 of 4

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 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 <u>07</u> day of <u>May</u>, 2002.

State of \_\_\_\_\_\_

On this 74k day of \_\_\_\_\_\_\_\_\_\_, 2002, before me, a notary public in and for said county, appeared HYEON-SEAG KIM, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he for acknowledged that he for signed, sealed, and delivered the said instrument as his for free and voluntary act for the uses and purposes therein set forth.

(Seal)

LASAGNE EDWARDS
Commission # 1240765
Notary Public - California
Santa Clara County
My Comm. Expires Nov 5, 2003

Page 2 of 4

..1212812.1

Atty. Dkt. No. 039153-0542 (G1129 & G1131)

Executed this 14th day of May , 2002 On this 4 day of MAY, 20, before me, a notary public in and for said county, appeared AMIT P. MARATHE, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he she acknowledged that he she signed, sealed, and delivered the said instrument as his her free and voluntary act for the uses and purposes therein set forth. WINONA C. ORANGE Commission # 1296148 Notary Public - California Santa Clara County My Commission Expires: / ty Comm. Expires Apr 1, 2005 (Seal) Executed this 14th day of \_\_\_\_\_, 20 02 On this day of who is personally known to the to be the same person whose name is subscribed to the foregoing instrument, and he see acknowledged that he see signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth. LASAGNE EDWARDS **Commission # 1240765** Notary Public - California Santa Clara County (Seal)

Page 3 of 4

My Comm. Expires Nov 5, 2003

State of California

On this 4th day of May , 2002,

Don't day of May , 2002,

Don't day of May , 2002, before me, a notary public in and for said county, appeared of the foregoing instrument, and helpsher acknowledged that helpsher signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

WINONA C. ORANGE
Commission # 1298148

Notary Public - California
Santa Clara County
My Commission Expires:

WY Commission Expires:

Page 4 of 4

.1212812.1

RECORDED: 06/10/2002

PATENT REEL: 012999 FRAME: 0967