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Docket No. A-69175/MSS (463035-647)

FORM PTO 1595
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name(s) of conveying party(ies):
Jason Melvin, Nam P. Suh

12-2-02

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

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: November 8, 2002

2. Name and address of receiving party(ies)

Name: Massachusetts Institute of Technology

Internal Address: 77 Massachusetts Avenue

Street Address: 77 Massachusetts Avenue

City: Cambridge

State: MA

ZIP: 02139

Country: U.S.

Additional name(s) & address(es) attached ☐ Yes ☒ No

4. Application number(s) or patent number(s): 09/628,563

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

A. Patent Application No.(s) 09/628,563

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: DORSEY & WHITNEY LLP

Street Address: Suite 200 850 Hansen Way

City: Palo Alto State: CA ZIP 94304-1017

6. Total Number of applications and patents involved: 1

7. Total fee (37 CFR 3.41). x \$40. 40.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit Account number: 50-2319 (Our Order No. A-69175/MSS (463035-647))

(Attach duplicate copy of this page if paying by deposit account)

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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.

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

Maria Swiatek
Signature

November 26, 2002
Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to:

12/05/2002 BYRNE 00000139 09628563

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40.00 OP

Commissioner of Patents & Trademarks,
BOX ASSIGNMENTS
Washington, D.C. 20231

1049844

PATENT
REEL: 013543 FRAME: 0536

ASSIGNMENT

WHEREAS, the undersigned, **Jason Melvin**, a resident of **Cambridge, Massachusetts**; and **Nam P. Suh**, a resident of **Sudbury, Massachusetts** have invented certain new and useful improvements in **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. 09/628,563, and filing date of July 31, 2000, 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 Avenue, Cambridge, Massachusetts 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 below written.

Dated: 11/08/02

Jason Melvin
Jason Melvin

State of Massachusetts]

County of Middlesex] SS.

On November 8, 2000², before me, Margaret Anne Udden, 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.

Margaret Anne Udden
Notary Public

Margaret Anne Udden
NOTARY PUBLIC
My commission expires April 4, 2006

Dated: November 8, 2002

Nam P. Suh
Nam P. Suh

State of Massachusetts]

County of Middlesex] SS.

On November 8, 2000², before me, Margaret Anne Udden, 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.

Margaret Anne Udden
Notary Public

Margaret Anne Udden
NOTARY PUBLIC
My commission expires April 4, 2006