

ASSIGNMENT AND AGREEMENT

WHEREAS, **Philip A. Fisher** of 730 Chebec Lane, Foster City, CA 94404; **Marina V. Plat** of 4620 Corrida Circle, San Jose, CA 95129; **Chih-Yuh Yang** of 1144 Little John Way, San Jose, CA 95129; **Christopher F. Lyons** of 42681 Lerwick Street, Fremont, CA 94089; **Scott A. Bell** of 2313 Stokes Street, San Jose, CA 95129; **Douglas J. Bonser** of 5336 Magdalena Drive, Austin, TX 78735; **Lu You** of 5978 Friar Way, San Jose, CA 95129 and **Srikanteswara Dakshina-Murthy** of 10926 Jollyville Road, Apt. 1423, Austin, TX 78759 (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled **MODIFIED FILM STACK AND PATTERNING STRATEGY FOR STRESS COMPENSATION AND PREVENTION OF PATTERN DISTORTION IN AMORPHOUS CARBON GATE PATTERNING** (Atty. Dkt. No. 039153-0631) 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, CA 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 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 _____ day of _____, 20__.

State of _____)
County of _____)ss.

PHILIP A. FISHER

On this _____ day of _____, 20__, before me, a notary public in and for said county, appeared PHILIP A. FISHER, 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.

Notary Public

My Commission Expires: _____

(Seal)

Philip A. Fisher
Signature of Philip A. Fisher

1/28/2003
Date

Witnesses (to be completed by two witnesses):

1. Yvonne Tsai
Signature of First Witness

1/28/2003
Date of Signature of First Witness

Yvonne Tsai
Printed Name of First Witness

2. Tracy Chen
Signature of Second Witness

1/28/2003
Date of Signature of Second Witness

Tracy Chen
Printed Name of Second Witness

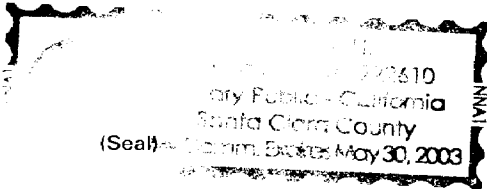
Executed this 20 day of Feb, 2003

marina v. Plat

MARINA V. PLAT

State of California)
County of Santa Clara)ss.

On this 20 day of February, 2003, before me, a notary public in and for said county, appeared MARINA V. PLAT, 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.



[Signature]
Notary Public

My Commission Expires: 5/30/03

Executed this 13 day of March, 2003.

Chih Yuh Yang
CHIH-YUH YANG

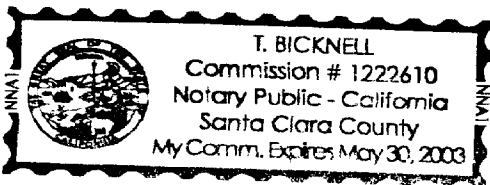
State of California)
County of Santa Clara)ss.

On this 13th day of March, 2003, before me, a notary public in and for said county, appeared CHIH-YUH YANG, 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.

[Signature]
Notary Public

My Commission Expires May 30, 2003

(Seal)

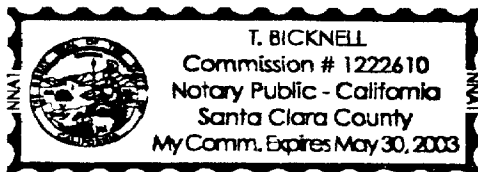


Executed this 20 day of Feb, 2003.

CHRISTOPHER F. LYONS

State of California)
County of Santa Clara)ss.

On this 20 day of February, 2003, before me, a notary public in and for said county, appeared CHRISTOPHER F. LYONS, 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.



(Seal)

Notary Public

My Commission Expires: 5/30/03

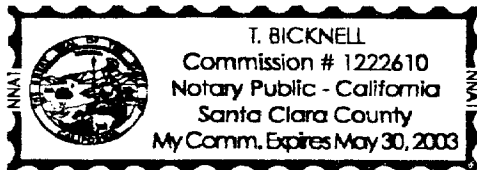
Executed this 24th day of Jan, 2003.

SCOTT A. BELL

State of California)
County of Santa Clara)ss.

On this 24 day of January, 2003, before me, a notary public in and for said county, appeared SCOTT A. BELL, 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.

(Seal)



Notary Public

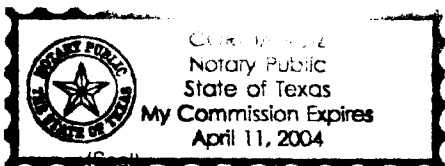
My Commission Expires May 30, 2003

Executed this 30 day of Jan, 2003

State of Texas)
County of Texas) ss.

[Signature]
DOUGLAS J. BONSER

On this 30th day of January, 2003 before me, a notary public in and for said county, appeared DOUGLAS J. BONSER, 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.



[Signature]
Notary Public

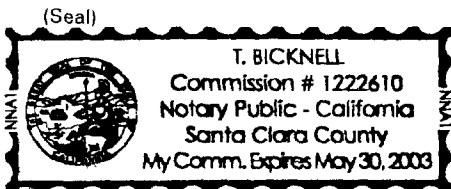
My Commission Expires: 4-11-04

Executed this 24th day of Jan, 2003

State of California)
County of Santa Clara) ss.

[Signature]
LU YOU

On this 24th day of January, 2003 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 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.



[Signature]
Notary Public

My Commission Expires: May 30, 2003

Executed this _____ day of _____, 20__.

DOUGLAS J. BONSER

State of _____)
) ss.
County of _____)

On this _____ day of _____, 20__, before me, a notary public in and for said county, appeared DOUGLAS J. BONSER, 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.

Notary Public

My Commission Expires: _____


(Seal)

Executed this 24th day of Jan., 2003


LU YOU

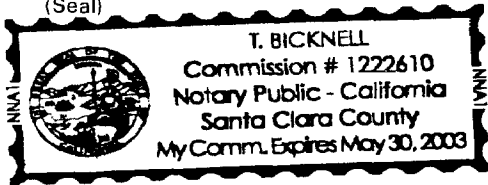
State of California)
) ss.
County of Santa Clara)

On this 24th day of January, 2003, 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 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.


Notary Public

My Commission Expires: May 30, 2003

(Seal)



Executed this 24th day of January, 2003.

S. T. Dakshinamurthy

SRIKANTESWARA DAKSHINA-MURTHY

State of California)
County of Santa Clara)ss.

On this 24 day of January, 2003, before me, a notary public in and for said county, appeared SRIKANTESWARA DAKSHINA-MURTHY, 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.

[Signature]

Notary Public

My Commission Expires: May 30, 2003

(Seal)

