| 06 | i ty. Dkt. No. 039153-0631 (H0172) 6-05-2003 |
|---|--|
| FORM PTO-1595 (modified) (Rey 6-93) RECORE | U.S. DEPARTMENT OF COMMERCE T Patent and Trademark Office 02465265 |
| | ffice: Please record the attached original documents or copies thereof. |
| Name of conveying party(ies): | 2. Name and address of receiving party(ies): |
| 1. Philip A. Fisher 2. Marina V. Plat 3. Chih-Yuh Yang 4. Christopher F. Lyons 5. Scott A. Bell 6. Douglas J. Bonser 7. Lu You 8. Srikanteswara Dakshina-Murthy Additional conveying party(ies) NO 3. Nature of conveyance: ASSIGNMENT | Advanced Micro Devices, Inc. One AMD Place P.O. Box 3453 Sunnyvale, CA 94088-3453 |
| Execution Date: 1. January 28, 2003 | attached? |
| If this is being filed together with a new application, the $10\mu45129$ | e execution date of the application is: 1. 01/28/2003 2. 02/20/2003 3. 03/13/2003 4. 02/20/2003 5. 01/24/2003 6. 01/30/2003 7. 01/24/2003 8. 01/24/2003 |
| A. Patent Application Number(s): | B. Patent Number(s): |
| | mbers attached? NO |
| Name and address of party to whom correspondence concerning document should be mailed: | involved: |
| Marcus W. Sprow FOLEY & LARDNER Suite 3800 777 East Wisconsin Avenue Milwaukee, Wisconsin 53202-5306 | 7. Total fee (37 C.F.R. § 3.41); \$40.00 Check Enclosed Charge to deposit account 8. Deposit account number; 06-1447 |
| /04/2003 ECD/PER 00000081 10445129 DO NOT U | JSE THIS SPACE |
| 9. Statement and signature: To the best of my knowledge and belief, the forego | ning information is true and correct and any attached copy is a ereby authorized to charge any additional recordation fees which |

may be required in this matter to the above-identified deposit account.

Marcus W. Sprow

Name of person signing

Signature Registration No. 48,480

Date

05-20-2003

Total number of pages including cover sheet, attachments, and document: 9

PATENT REEL: 014123 FRAME: 0422

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 Magdelena 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

Page 1 of 6

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 | <u>_</u> . |
|---------------------------------------|--|--|
| | | |
| | \ | PHILIP A. FISHER |
| State of | _) | |
| County of |)ss. _) | _ |
| instrument, and he/she acknowledge | known to me to be the same person of that he/she signed, sealed, and deliv | notary public in and for said county, appeared whose name is subscribed to the foregoing vered the said instrument as his/her free and |
| voluntary act for the uses and purpos | ses therein set forth. | |
| | | |
| | | Notary Public |
| | | |
| | | My Commission Expires: |
| (Seal) | | 1 |

| Plat Aut Joh | 1/28/2003 | |
|-------------------------------|-----------|--|
| Signature of Philip A. Fisher | Date | |
| | | |

Witnesses (to be completed by two witnesses):

1. Signature of First Witness

Printed Name of First Witness

2. Jan Sha Signature of Second Witness

Tracy Chen

Printed Name of Second Witness

Date of Signature of Second Witness

Executed this 20 day of $Fe\theta$, 2003 MARINA V. PLAT On this day of felong, 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. Dry Public - Cultiomia My Commission Expires: 5/36/03 Spata Clera County Executed this 13 day of March, 2003. ____, $20\cancel{5}$, 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. Notary Public My Commission Expires May 30, 2003 (Seal) T. BICKNELL Commission # 1222610 Notary Public - California Santa Clara County

My Comm. Expires May 30, 2003

| Executed this 20 day of Feb | _, 20 <u>~</u> 2. |
|---|---|
| State of Calymon County of Shifz Clara State Of Calymon | CHRISTOPHER F. LYONS |
| On this 20 day of 6 day of CHRISTOPHER F. LYONS, who is personally known to me to be the foregoing instrument, and he/she acknowledged that he/she signs free and voluntary act for the uses and purposes therein set forth | ed, sealed, and delivered the said instrument as his/bar |
| T. BICKNELL Commission # 1222610 Notary Public - California Santa Clara County My Comm. Expires May 30, 2003 | Notary Public My Commission Expires: 5/30/03 |
| Executed this 24 day of Jan | _, 20 <u><i>03</i>.</u> |
| | Source Sell |
| State of County of Santz Claum) ss. County of Santz Claum ss. On this 24 day of Scott A. BELL, who is personally known to me to be the same p instrument, and he/she acknowledged that be/she signed, sealed, | SCOTT A. BELL |
| On this 24 day of | re me, a notary public in and for said county, appeared erson whose name is subscribed to the foregoing and delivered the said instrument as his/her free and |
| | Notary Public |
| (Seal) | My Commission Expires $May 30, 1003$ |
| T. BICKNELL Commission # 1222610 Notary Public - California Santa Clara County My Comm. Expires May 30, 2003 | |

Executed this 30 day of Jun, 2003 County of On this 30th day of _______, 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. CORN W. W. J. Notary Public State of Texas Commission Expires April 11, 2004 My Commission Expires: 4-11-04 Executed this On this 2444 day of 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 Notary Public My Commission Expires (Seal) T. BICKNELL Commission # 1222610 Notary Public - California Santa Clara County My Comm. Expires May 30, 2003

My Comm. Expires May 30, 2003

Executed this 24^{th} day of 5anuary, 2003.

SRIKANTESWARA DAKSHINA-MURTHY

On this day of d instrument as his/her free and voluntary act for the uses and purposes therein set forth.

My Commission Expires May 30, 2003

(Seal)

T. BICKNELL Commission # 1222610 Notary Public - California Santa Clara County

RECORDED: 05/20/2003