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| FÓRM PTO-1595 (modified) | U.S. DEPARTMENT OF COMMERCE |
| (HeV 0-93) | STEET FACEIT AND PLACEITARY OFFICE |
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| To the Director of the United States Pata 102: | 506656 e attached original documents or copies thereof. |
| 1. Name of conveying party(ies): | 2. Name and address of receiving party(ies): |
| Eric N. Paton Paul R. Besser Qi Xiang | Advanced Micro Devices, Inc. One AMD Place, P.O. Boxo 3453 Sunnyvale, CA 94088-3453 |
| Additional conveying party(ies) | ä |
| 3. Nature of conveyance: | |
| ASSIGNMENT | |
| Execution Date: | |
| May 7, 2003 May 7, 2003 May 7, 2003 | Additional name(s) & address(es) attached? NO |
| 4. Application number(s) or patent number(s): | 10619879 |
| If this is being filed together with a new applicat A. Patent Application Number(s): | tion, the execution date of the application is: 1. 5/07/2003 2. 5/07/2003 3. 5/07/2003 B. Patent Number(s): |
| | 16619879 |
| | al numbers attached? NO |
| 5. Name and address of party to whom correspondence concerning document should be mailed: | 6. Total number of applications/patents involved: 1 |
| | 7. Total fee (37 C.F.R. § 3.41): \$40.00 |
| Marcus W. Sprow FOLEY & LARDNER | X Check Enclosed |
| Suite 3800 777 East Wisconsin Avenue | Charge to deposit account |
| Milwaukee, Wisconsin 53202-530 | |
| | IOT USE THIS SPACE |
| 9. Statement and signature: To the best of my knowledge and belief, the is a true copy of the original document. The Commit fees which may be required in this matter to the abo Marcus W. Sprow Name of person signing 722/2003 ECOOPER 00000130 10619879 | e foregoing information is true and correct and any attached copy issioner is hereby authorized to charge any additional recordation ove-identified deposit account. 7/15/03 Date Registration No. 48,580 |
| FC:8021 40.00 0P Total number of | pages including cover sheet, attachments, and document: 4 |

ASSIGNMENT AND AGREEMENT

WHEREAS, Eric N. Paton of 498 Rio Grande Ct., Morgan Hill, CA 95037; Paul R. Besser of 1087 Yorktown Dr., Sunnyvale, CA 94087 and Qi Xang of 1119 Thames Dr., San Jose, CA 950129; (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled PRE-CLEANING FOR SILICIDATION IN AN SMOS PROCESS (Atty. Dkt. No. 039153-0647 (H0976)) 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. Boxo 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

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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 7" day of May , 20 03 ERIC N. PATON , 20 03 , before me, a notary public in and for said county, appeared ERIC N. PATON, 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 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 # 1296145 My Commission Expires: (Seal)

| Executed this $\frac{7}{2}$ day of $\frac{100}{2}$, $\frac{200}{2}$. |
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| State of California Paul R Bern PAUL R. BESSER County of Sarria Clara Sss. |
| On this day of, 2003, before me, a notary public in and for said county, appeared PAUL R. BESSER, 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. |
| Commission # 1296145 Notary Public - California Santa Clara County My Comm. Expires Apr 1, 2005 My Commission Expires: My Commission Expires: My Commission Expires: |
| Executed this 7th day of May, 2003. |
| |
| State of California |
| County of Sarta Clara Iss. |
| On this day of May, 2003, before me, a notary public in and for said county, appeared QI XANG, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and felence acknowledged that felence signed, sealed, and delivered the said instrument as his there and voluntary act for the uses and purposes therein set forth. |
| ng was 1, 2003 WINONAC, GRANGE WINONAC, GRANGE Notary Public |
| Commission # 1296145 Notary Public - California Santa Clara County My Comm. Expires Apr 1, 2005 |

RECORDED: 07/15/2003