

Form PTO-1595 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET

PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office
01 P 7422 US 01

Tab settings ⇌ ⇌ ⇌ ↓ ↓ ↓ ↓ ↓ ↓ ↓

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

<p>1. Name of conveying party(ies): Infinion Technologies North America Corp.</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <u>Infinion Technologies AG</u> Internal Address: _____ _____ _____ Street Address: <u>St. Martin Str. 53</u> _____ _____ City: <u>Munich</u> State: <u>Germany</u> Zip: <u>81669</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other _____</p> <p>Execution Date: <u>February 17, 2004</u></p>	

4. Application number(s) or patent number(s):

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

A. Patent Application No.(s) <u>09/854,760</u>	B. Patent No.(s)
--	------------------

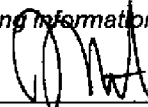
Additional numbers attached? Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Ira S. Matsil</u></p> <p><u>Slater & Matsil, L.L.P.</u></p> <p>Internal Address: _____ _____ Street Address: <u>17950 Preston Rd.</u> <u>Suite 1000</u> City: <u>Dallas</u> State: <u>Texas</u> Zip: <u>75252-5793</u></p>	<p>6. Total number of applications and patents involved: 1</p> <p>7. Total fee (37 CFR 3.41). \$ <u>40.00</u></p> <p><input type="checkbox"/> Enclosed</p> <p><input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____ <u>50-1065</u> (Attach duplicate copy of this page if paying by deposit account)</p>
---	---

DO NOT USE THIS SPACE

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.

<u>Ira S. Matsil</u>		<u>February 20, 2004</u>
Name of Person Signing	Signature	Date

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

CH \$40.00 501065 09854760

FEB-17-2004 23:36

IFNA CPC IC 9196781899

19196781899 P.03

Atty. Docket No. 01 P 7422 US 01

ASSIGNMENT

For good and valuable consideration, Infineon Technologies North America Corp., hereinafter referred to as Assignor, hereby sells, assigns and transfers to Infineon Technologies AG, a corporation, organized and existing under the laws of Germany, having its principal place of business at St. Martin Str. 53, 81669 Munich, Germany, hereinafter referred to as Assignee, its successors, assigns and legal representatives, the entire right, title and interest, in and for the United States and all foreign countries, in and to any and all inventions which are disclosed in the application for United States Letters patent,

entitled: Design of Lithography Alignment and Overlay Measurement Marks on CMP Finished Damascene Surface;

filed on May 14, 2001 and recorded as Serial No.: 09/854,760;

and whose assignment is recorded at reel/frame 011815/0139 on May 14, 2001;

in and to said application and all divisional, continuing, substitute, renewal, reissue, and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said inventions; and in and to all original and reissued patents which have been or shall be filed in the United States and all foreign countries on said inventions;

Assignor agrees that Assignee may apply for and receive Letters Patent for said inventions in its own name;

Assignor agrees that, at the request of the Assignee and, without charge to, but at the expense of said Assignee, Assignor will carry out in good faith the intent and purpose of this Assignment; execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said inventions; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to Assignee, all facts known to the undersigned relating to said inventions and the history thereof; and generally do everything possible which Assignee shall consider desirable for aiding in securing and mainlining proper patent protection for said inventions and for vesting title to said inventions, and all applications for patents and all patents on inventions in said Assignee;

Atty. Docket No. 01 P 7422 US 01

-2-

Assignor covenants with Assignee that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Infineon Technologies North America Corp.


Michael Kucher
Its Assistant Secretary Duly Authorized