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Name Kenneth C. Wu	Month Day Year 03/09/04
Name Eugene A. Fitzgerald	11/07/03
Name Gianni Taraschi	11/20/03
Name	1 1
Name	/ /
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Name (line 2)	
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Address (line 2) High Street Tower			
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# **ASSIGNMENT**

WHEREAS, We, Kenneth C. Wu, Eugene A. Fitzgerald, Gianni Taraschi, and Jeffrey T. Borenstein, have invented one or more inventions described in an application for Letters Patent of the United States entitled:

# ETCH STOP LAYER SYSTEM

and identified by

Serial No. 09/599,260 filed in the United States Patent Office on June 22, 2000; and

WHEREAS, Massachusetts Institute of Technology (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of the Commonwealth of Massachusetts, and having a usual place of business at 77 Massachusetts Avenue, Cambridge, MA 02139, desires to acquire an interest therein, in accordance with agreements duly entered into with us;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns, and legal representatives, our entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the invention(s) described in said application, together with our entire right, title and interest in and to said application and such Letters Patent as may issue thereon or claim priority under United States law or international convention, including but not limited to non-provisionals, continuations, continuations-inpart, divisionals, reissues, reexaminations, extensions, and substitutions of said application or such Letters Patent, and any right, title and interest we may have in provisional applications to which said application claims priority; said invention(s), applications and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by us had this assignment and sale not been made; we hereby convey all of our rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent, including but not limited to any cause(s) of action and damages accruing prior to this assignment. We hereby acknowledge that this assignment, being of our entire right, title and interest in and to said invention(s), carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all Letters Patent to ASSIGNEE in its own name as assignee of our entire right, title and interest therein;

AND, we hereby further agree for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention(s) to said ASSIGNEE, its successors, assigns, and legal representatives, but at its or their expense and charges, including the execution of non-provisional, substitution, continuation, continuation-in-part, divisional, reissue, reexamination, or corresponding foreign or international patent applications;

Joint Assignment U.S. Serial No. 09/599,260 Page 2 of 3

AND, we hereby further agree to provide statements or testimony in any interference or other proceeding in which said invention(s) or any application or patent directed thereto may be involved;

AND, we hereby authorize and request the Director of the United States Patent and Trademark Office to issue such Letters Patent as shall be granted upon said application, or applications based thereon, to said ASSIGNEE, its successors, assigns, or legal representatives.

IN TESTIMONY WHEREOF, we have hereunto set our hands and affixed our seals on the date(s) set forth below.

		_	Call.
		Inventor:	Kenneth C. Wu
State/Commonwealth of County of	) ) ss		
Subscribed and sworn to be 2003. 9  MURIEL A. HARRIS NOTARY PUBLIC STATE OF NEVADA Appt. No. 02-76254-1 My Appt. Expires June 19,		Notary Public My Commission	n Expires: 19, 2006
		Inventor:	Eugene A. Fitzgerald
State/Commonwealth of County of	) ) ss		
Subscribed and sworn to b	efore me, by	the above-named	Eugene A. Fitzgerald this day of
		Notary Public My Commission	n Expires:

Inventor: Gianni Taraschi State/Commonwealth of **County of** ) ss Subscribed and sworn to before me, by the above-named Gianni Taraschi this \_\_\_\_ day of , 2003. Notary Public My Commission Expires: Inventor: Jeffrey T. Borenstein State/Commonwealth of County of ) ss Subscribed and sworn to before me, by the above-named Jeffrey T. Borenstein this \_\_\_\_ day of , 2003. Notary Public My Commission Expires:

2694095-1

Joint Assignment

Page 3 of 3

U.S. Serial No. 09/599,260

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		Inventor: Kenneth C. Wu
State/Commonwealth of County of	) ) ss	
Subscribed and sworn to before, 2003.	re me, b	y the above-named Kenneth C. Wu this day of
		Notary Public My Commission Expires:
		Inventor: Eugene A. Fitzgerald
State/Commonwealth of Mass County of Essex	) ) ss	
Subscribed and sworn to before vernew, 2003.	re me, by	y the above-named Eugene A. Fitzgerald this day of  Notary Public  My Commission Expires:  My Comm ssion Expires  October 9, 2009

		Inventor:	
		mivemor.	Gianni Taraschi
State/Commonwealth of	)		
County of	) ss		
Subscribed and sworn to, 2003.	before me, by	the above-name	d Gianni Taraschi this day of
		Notary Public	
		-	on Expires:
		_	
		Inventor:	
			Jeffrey T. Borenstein
State/Commonwealth of	)		
County of	) ss		
Subscribed and sworn to, 2003.	before me, by	the above-name	d Jeffrey T. Borenstein this day of
		Notary Public	
		My Commissio	n Expires:

2694095-1

Joint Assignment U.S. Serial No. 09/599,260 Page 3 of 3

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Joint Assignment U.S. Serial No. 09/599,260 Page 2 of 3

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		Inventor:	
			Kenneth C. Wu
State/Commonwealth of County of	) ) ss		
Subscribed and sworn to, 2003.	before me, by	the above-name	d Kenneth C. Wu this day of
		Notary Public	
		My Commissio	ni Expires.
		Inventor:	
			Eugene A. Fitzgerald
State/Commonwealth of	) .		
County of	) ss		
Subscribed and sworn to, 2003.	before me, by t	he above-named	d Eugene A. Fitzgerald this day of
		Notary Public	
		Mr. Commission	n Evniros

U.S. Serial No. 09/599,260
Page 3 of 3

Inventor: Gianni Tarasch

State/Commonwealth of Massachuse's County of Middlesek ) ss

Subscribed and sworn to before me, by the above-named Gianni Taraschi this 20 day of Notary Public My Commission Expires: 12-30-2000

Inventor: Jeffrey T. Borenstein

State/Commonwealth of )
County of ) ss

Subscribed and sworn to before me, by the above-named Jeffrey T. Borenstein this \_\_\_ day of

Notary Public

My Commission Expires:

2694095-1

\_, 2003.

**RECORDED: 03/31/2004** 

Joint Assignment