

ATTY. DKT. NO. AMAT/8910/DSM/LOW K/JW

## RECORDATION FORM COVER SHEET

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## PATENTS ONLY

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

1. Name of conveying party(ies): Date  
**LI-QUN XIA** September 2, 2004  
**HUIWEN XU** September 2, 2004  
**DEREK R. WITTY** September 23, 2004  
**HICHEM M'SAAD** September 30, 2004  
**DUSTIN W. HO** September 3, 2004  
**JUAN CARLOS ROCHA-ALVAREZ** September 3, 2004

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: SEE ABOVE

## 2. Name and address of receiving party(ies):

Name: Applied Materials, Inc.Internal Address: P.O. Box 450-A

Street Address: \_\_\_\_\_

City: Santa Clara State: CA Zip: 95052Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 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: \_\_\_\_\_ (Date of Filing)

A. Patent Application No.(s) 10/840,754; Filed May 6, 2004

B. Patent No.(s) \_\_\_\_\_

Additional numbers attached? ☐ Yes ☒ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Patent CounselInternal Address: APPLIED MATERIALS, INC.Street Address: P.O. Box 450-ACity: Santa Clara State: CA Zip: 950526. Total number of applications and patents involved: 17. Total fee (37 C.F.R. 3.41)----- \$ 40.00☐ Enclosed☒ Authorized to be charged to deposit account

## 8. Deposit account number:

50-1074/8910/DSM/LOW K/JW

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.

**ROBERT W. MULCAHY, Reg No.: 25,436**  
Name of Person Signing

Signature

Date

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

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

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PATENT  
REEL: 015222 FRAME: 0368

CH \$40.00 501074 10840754

Atty. Dkt. No. AMAT/8910/DSM/LOW K/JW

**ASSIGNMENT FOR APPLICATION FOR PATENT**

WHEREAS:

Names and Addresses of Inventors:

1)	<b>LI-QUN XIA</b> 868 Leith Avenue Santa Clara, California 95054	2)	<b>HUIWEN XU</b> 1461 Mallard Way Sunnyvale, California 94087
3)	<b>DEREK R. WITTY</b> 5587 Starfire Circle Fremont, California 94538	4)	<b>HICHEM M'SAAD</b> 3500 Granada Avenue #364 Santa Clara, California 95051
5)	<b>DUSTIN W. HO</b> 32956 Great Salt Lake Drive Fremont, California 94555	6)	<b>JUAN CARLOS ROCHA-ALVAREZ</b> 870 E. El Camino Real #522 Sunnyvale, California 94087

(hereinafter referred to as Assignors), have invented a certain invention entitled:

**IN-SITU OXIDE CAPPING AFTER CVD LOW K DEPOSITION**

for which application for Letters Patent in the United States was filed on 05/06/2004, under Serial No. 10/840,754 , executed on even date herewith; and

WHEREAS, Applied Materials, Inc., a corporation of the State of Delaware, having a place of business at 3050 Bowers Avenue, Santa Clara, California 95054 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said application (hereinafter referred to as Application), and the invention disclosed therein (hereinafter referred to as Invention), and in and to all embodiments of the Invention, heretofore conceived, made or discovered by said Assignors, and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter referred to as Patents) thereon granted in any and all countries and groups of countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Assignors to have been received in full from said Assignee:



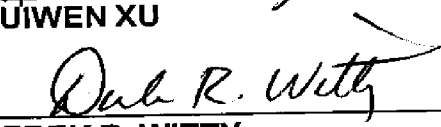



1. Said Assignors hereby sell, assign, transfer and convey to Assignee the full and exclusive right, title and interest (a) in and to said Application and said Invention; (b) in and to all rights to apply for patents on said Invention in any and all countries pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all Applications filed and any and all Patents granted on said Invention in any and all countries and groups of countries, including each and every Application filed and each and every Patent granted on any application which is a division, substitution, or continuation of said Application; and (d) in and to each and every reissue or extension of any of said Patents.

2. Said Assignors hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest to said Invention herein conveyed in any and all countries and groups of countries. Such cooperation by said Assignors shall include prompt production of pertinent facts and documents, giving testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Invention; (d) for filing and prosecuting applications for reissuance of any of said Patents; (e) for interference or other priority proceedings involving said Invention; and (f) for legal proceedings involving said Invention and any application therefor and any Patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Assignors in providing such cooperation shall be paid for by said Assignee.

3. The term and covenants of this agreement shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Assignors, their respective heirs, legal representatives and assigns.

4. Said Assignors hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Assignors have executed and delivered this instrument to said Assignee on the dates indicated below.

1)	<u>9/2/04</u> (DATE)	 LI-QUN XIA
2)	<u>9/2/04</u> (DATE)	 HUIWEN XU
3)	<u>9/23/04</u> (DATE)	 DEREK R. WITTY
4)	<u>9/30/04</u> (DATE)	 HICHEM M'SAAD
5)	<u>9/3/04</u> (DATE)	 DUSTIN W. HO
6)	<u>4/03/04</u> (DATE)	 JUAN CARLOS ROCHA-ALVAREZ