

08-02-2004



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Form PTO-1595 (Rev. 03/01) 7-2304 RE  
OMB No. 0651-0027 (exp. 5/31/2002)

J.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

**PATENTS ONLY**

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

<p>1. Name of conveying party(ies): Masayuki NAKATSU (07/15/2004), Tsuneo NUMANAMI (07/15/2004), Masayuki MOGI (07/15/2004), Masamitsu ITOH (07/20/2004), Tsuneyuki HAGIWARA (07/15/2004), and Naoto KONDO (07/15/2004)</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>Shin-Etsu Chemical Co., Ltd.</u> Internal Address: _____ Street Address: _____ 6-1 Otemahi 2-chome, Chiyoda-ku Tokyo JAPAN City: _____ State: _____ Zip: _____ Additional name(s) &amp; address(es) attached: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3. Nature of Conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>see Box 1, conveying parties</u></p>	

4. Application number(s) or patent number(s):  
10896968  
July 15, 2004; July 15, 2004; July 15, 2004; July 20, 2004 July 15, 2004; July 15, 2004; respectively

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

A. Patent Application No.(s):  
NEW

B. Patent No.(s):

Additional numbers attached?  Yes  No

<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: Gerald M. Murphy, Jr. BIRCH, STEWART, KOLASCH &amp; BIRCH, LLP Internal Address: Atty. Dkt.: 0171-1132PUS1 Street Address: 8110 Gatehouse Rd Suite 100 East P.O. Box 747 City: Falls Church State: VA Zip: 22040-0747</p>	<p>6. Total number of applications and patents involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41) \$ <u>40.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Authorized to be charged to credit card (Form 2038 enclosed)</p> <p>8. Deposit account number: <u>02-2448</u> (Attach duplicate copy of this page if paying by deposit account)</p>
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**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.*

Gerald M. Murphy, Jr. - 28,977 July 23, 2004  
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: 8

17541 U.S. PTO  
10/896968  
072304

07/26/2004 EFLORES 00000037 10896968

02 FC:8021

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RECORDATION FORM COVER SHEET  
(continued)

17541 U.S. PTO  
10/896968  
072304

Additional Conveying Party(ies) (1. Continued):

Additional Assignees (2. Continued):

Assignee Name: Kabushiki Kaisha Toshiba

Internal Address:

Street Address: 1-1, Shibaura 1-chome, Minato-ku  
Tokyo  
JAPAN

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Assignee Name: Nikon Corporation

Internal Address:

Street Address: 2-3, Marunouchi 3-chome, Chiyoda-ku  
Tokyo  
100-8331  
JAPAN

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Assignee Name: \_\_\_\_\_

Internal Address:

Street Address:

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Additional Applications and/or Patents (4. Continued):

Additional Patent Application Numbers  
4A. Continued:

Additional Patent Numbers  
4B. Continued:

Additional numbers attached?  Yes  No

ASSIGNMENT

Application No. NEW

Filed July 23, 2004

Insert Name(s)  
of Inventor(s)

WHEREAS, Masayuki NAKATSU, Tsuneo NUMANAMI and Masayuki MOGI of  
Nakakubiki-gun, Niigata-ken, Japan, Nakakubiki-gun, Niigata-ken, Japan  
and Nakakubiki-gun, Niigata-ken, Japan

Insert Title  
of Invention

(hereinafter designated as the undersigned) has (have) invented certain new and useful improvements in \_\_\_\_\_  
Method of Selecting Photomask Blank Substrates

for which an application for Letters Patent of the United States of America has been executed by the undersigned  
(except in the case of a provisional application).

Insert Date  
of Signing of  
Application

on July 15, 2004; and

Insert Name  
of Assignee

WHEREAS, Shin-Etsu Chemical Co., Ltd.,  
Kabushiki Kaisha Toshiba and  
NIKON CORPORATION

Insert Address  
of Assignee

of 6-1, Otemachi 2-chome, Chiyoda-ku, Tokyo, Japan,  
1-1, Shibaura 1-chome, Minato-ku, Tokyo, Japan and  
2-3, Marunouchi 3-chome, Chiyoda-ku, Tokyo 100-8331 Japan

its heirs, successors, legal representatives and assigns (hereinafter designated as the Assignee) is desirous of  
acquiring the entire right, title and interest in and to said invention and in and to any Letters Patent(s) that  
may be granted therefor in the United States of America and

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in any and all foreign countries.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) to the undersigned in hand  
paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, the undersigned  
has (have) sold, assigned and transferred, and by these presents does sell, assign and transfer unto said  
Assignee the full and exclusive right to the said invention in the United States of America, its territories,  
dependencies and possessions and the entire right, title and interest in and to any and all Letters Patent(s)  
which may be granted therefor in the United States of America, its territories, dependencies and possessions,  
and if the box above is designated, in any and all foreign countries;

and to any and all divisions, reissues, continuations, conversions and extensions thereof for the full term or  
terms for which the same may be granted.

The undersigned agree(s) to execute all papers necessary in connection with this application and any continuing, divisional, conversion or reissue applications thereof and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient.

The undersigned agree(s) to execute all papers necessary in connection with any interference which may be declared concerning this application or continuation, division, conversion or reissue thereof or Letter Patent(s) or reissue patent issued thereon and to cooperate with the Assignee in every way possible in obtaining and producing evidence and proceeding with such interference.

The undersigned agree(s) to execute all papers and documents and to perform any act which may be necessary in connection with claims or provisions of the International Convention for the Protection of Industrial Property or similar agreements.

The undersigned agree(s) to perform all affirmative acts which may be necessary to obtain a grant of a valid United States of America patent(s) or a grant of a valid United States of America and any foreign patent(s) to the Assignee and to vest all rights therein hereby conveyed to said Assignee as fully and entirely as the same would have been held by the undersigned if this Assignment and sale had not been made.

The undersigned hereby authorize(s) and request(s) the Patent and Trademark Office Officials in the United States of America and in any foreign countries to issue any and all Letters Patents resulting from said application or any continuing, divisional conversion or reissue applications thereof to the said Assignee, as Assignee of the entire interest, and hereby covenants that he has (they have) the full right to convey the entire interest herein assigned, and that he has (they have) not executed, and will not execute, any agreement in conflict herewith.

The undersigned hereby grant(s) the law firm of Birch, Stewart, Kolasch & Birch, LLP the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the U.S. Patent and Trademark Office for recordation of this document.

The undersigned hereby covenant(s) that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

In witness whereof, executed by the undersigned on the date(s) opposite the undersigned name(s).

Date July 15, 2004 , Name of Inventor Masayuki Nakatsu  
 (signature) Masayuki NAKATSU

Date July 15, 2004 , Name of Inventor Tsuneo Numanami  
 (signature) Tsuneo NUMANAMI

Date July 15, 2004 , Name of Inventor Masayuki Mogi  
 (signature) Masayuki MOGI

Date \_\_\_\_\_ , Name of Inventor \_\_\_\_\_  
 (signature)

Date \_\_\_\_\_ , Name of Inventor \_\_\_\_\_  
 (signature)

Date \_\_\_\_\_ , Name of Inventor \_\_\_\_\_  
 (signature)

ASSIGNMENT

Application No. NEW

Filed July 23, 2004

Insert Name(s)  
of Inventor(s)

WHEREAS, Masamitsu ITOH of Yokohama-shi, Kanagawa-ken, Japan

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(hereinafter designated as the undersigned) has (have) invented certain new and useful improvements in \_\_\_\_\_

Insert Title  
of Invention

Method of Selecting Photomask Blank Substrates

for which an application for Letters Patent of the United States of America has been executed by the undersigned (except in the case of a provisional application).

Insert Date  
of Signing of  
Application

on July 20, 2004; and

Insert Name  
of Assignee

WHEREAS, Shin-Etsu Chemical Co., Ltd.,

Kabushiki Kaisha Toshiba and

NIKON CORPORATION

Insert Address  
of Assignee

of 6-1, Otemachi 2-chome, Chiyoda-ku, Tokyo, Japan,

1-1, Shibaura 1-chome, Minato-ku, Tokyo, Japan and

2-3, Marunouchi 3-chome, Chiyoda-ku, Tokyo 100-8331 Japan

its heirs, successors, legal representatives and assigns (hereinafter designated as the Assignee) is desirous of acquiring the entire right, title and interest in and to said invention and in and to any Letters Patent(s) that may be granted therefor in the United States of America and

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in any and all foreign countries.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) to the undersigned in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, the undersigned has (have) sold, assigned and transferred, and by these presents does sell, assign and transfer unto said Assignee the full and exclusive right to the said invention in the United States of America, its territories, dependencies and possessions and the entire right, title and interest in and to any and all Letters Patent(s) which may be granted therefor in the United States of America, its territories, dependencies and possessions, and if the box-above is designated, in any and all foreign countries;

and to any and all divisions, reissues, continuations, conversions and extensions thereof for the full term or terms for which the same may be granted.

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The undersigned hereby authorize(s) and request(s) the Patent and Trademark Office Officials in the United States of America and in any foreign countries to issue any and all Letters Patents resulting from said application or any continuing, divisional conversion or reissue applications thereof to the said Assignee, as Assignee of the entire interest, and hereby covenants that he has (they have) the full right to convey the entire interest herein assigned, and that he has (they have) not executed, and will not execute, any agreement in conflict herewith.

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In witness whereof, executed by the undersigned on the date(s) opposite the undersigned name(s).

Date July 20, 2004 , Name of Inventor Masamitsu Itoh  
 (signature) Masamitsu ITOH

Date \_\_\_\_\_ , Name of Inventor \_\_\_\_\_  
 (signature)

Date \_\_\_\_\_ , Name of Inventor \_\_\_\_\_  
 (signature)

Date \_\_\_\_\_ , Name of Inventor \_\_\_\_\_  
 (signature)

Date \_\_\_\_\_ , Name of Inventor \_\_\_\_\_  
 (signature)

Date \_\_\_\_\_ , Name of Inventor \_\_\_\_\_  
 (signature)

ASSIGNMENT

Application No. NEW

Filed July 23, 2004

Insert Name(s)  
of Inventor(s)

WHEREAS, Tsuneyuki HAGIWARA and Naoto KONDO of  
Nerima-ku, Tokyo, Japan and Kita-ku, Tokyo, Japan

Insert Title  
of Invention

(hereinafter designated as the undersigned) has (have) invented certain new and useful improvements in \_\_\_\_\_  
Photomask Blank Substrate, Photomask Blank and Photomask

for which an application for Letters Patent of the United States of America has been executed by the undersigned (except in the case of a provisional application).

Insert Date  
of Signing of  
Application

on July 15, 2004; and

Insert Name  
of Assignee

WHEREAS, Shin-Etsu Chemical Co., Ltd.,  
Kabushiki Kaisha Toshiba and  
NIKON CORPORATION

Insert Address  
of Assignee

of 6-1, Otemachi 2-chome, Chiyoda-ku, Tokyo, Japan,  
1-1, Shibaura 1-chome, Minato-ku, Tokyo, Japan and  
2-3, Marunouchi 3-chome, Chiyoda-ku, Tokyo 100-8331 Japan

its heirs, successors, legal representatives and assigns (hereinafter designated as the Assignee) is desirous of acquiring the entire right, title and interest in and to said invention and in and to any Letters Patent(s) that may be granted therefor in the United States of America and

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in any and all foreign countries.

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In witness whereof, executed by the undersigned on the date(s) opposite the undersigned name(s).

Date	<u>Jul. 15, 2004</u>	Name of Inventor	<u>Tsuneyuki Hagiwara</u>
		(signature)	Tsuneyuki HAGIWARA
Date	<u>July 15, 2004</u>	Name of Inventor	<u>Naoto Kondo</u>
		(signature)	Naoto KONDO
Date	_____	Name of Inventor	_____
		(signature)	
Date	_____	Name of Inventor	_____
		(signature)	
Date	_____	Name of Inventor	_____
		(signature)	