



ASSIGNMENT

WHEREAS, (1) GERARD S. MALONEY, Milpitas, California; (2) JASON PRICE, Eugene, Oregon; (3) SCOTT CHIN, Palo Alto, California; (4) JIRO KAJIWARA, Cupertino, California; and (5) MALEK CHARIF, San Jose, California, have invented certain new and useful improvements in and have concurrently herewith filed an application for a United States patent entitled: **APPARATUS AND METHOD FOR CHEMICAL-MECHANICAL POLISHING (CMP) HEAD HAVING DIRECT PNEUMATIC WAFER POLISHING PRESSURE** disclosing and identifying the invention;

WHEREAS, MITSUBISHI MATERIALS CORPORATION, a corporation of JAPAN, having a place of business at 1-5-1 Ohtemachi, Chiyoda-ku, Tokyo, Japan, 100-8117, hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

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

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention 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 the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of 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, provisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications 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 Inventors in providing such cooperation shall be paid for by said Assignee.

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

4. Said Inventors 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 Inventors have executed and delivered this instrument to said Assignee on the dates set forth below:

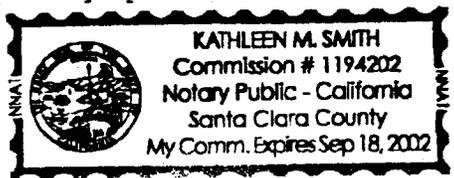
September 3 1999.  
Date

Gerard S. Maloney  
(1) GERARD S. MALONEY

State of California )  
County of Santa Clara )

On September 3, 1999 before me, Kathleen M. Smith Notary Public of the State of California, personally appeared GERARD S. MALONEY, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.  
Signature Kathleen M. Smith



(Seal)

Date

(2) JASON PRICE

State of California )

County of Santa Clara )

On September 3, 1999 before me, \_\_\_\_\_, Notary Public of the State of California, personally appeared JASON PRICE, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

September 03 1999  
Date

Scott Chin  
(3) SCOTT CHIN

State of California )

County of Santa Clara )

On September 3, 1999 before me, Kathleen M. Smith, Notary Public of the State of California, personally appeared SCOTT CHIN, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Kathleen M. Smith



(Seal)

September 3<sup>rd</sup> 1999  
Date

Jiro Kajiwara  
(4) JIRO KAJIWARA

State of California )

County of Santa Clara )

On September 3, 1999 before me, Kathleen M. Smith, Notary Public of the State of California, personally appeared JIRO KAJIWARA, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Kathleen M. Smith



(Seal)

Date

(5) MALEK CHARIF

State of California )

County of Santa Clara )

On September 3, 1999 before me, \_\_\_\_\_, Notary Public of the State of California, personally appeared MALIK CHARIF, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

## ASSIGNMENT

WHEREAS, (1) GERARD S. MALONEY, Milpitas, California; (2) JASON PRICE, Eugene, Oregon; (3) SCOTT CHIN, Palo Alto, California; (4) JIRO KAJIWARA, Cupertino, California; and (5) MALEK CHARIF, San Jose, California, have invented certain new and useful improvements in and have concurrently herewith filed an application for a United States patent entitled: **APPARATUS AND METHOD FOR CHEMICAL-MECHANICAL POLISHING (CMP) HEAD HAVING DIRECT PNEUMATIC WAFER POLISHING PRESSURE** disclosing and identifying the invention;

WHEREAS, MITSUBISHI MATERIALS CORPORATION, a corporation of JAPAN, having a place of business at 1-5-1 Ohtemachi, Chiyoda-ku, Tokyo, Japan, 100-8117, hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

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

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention 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 the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of 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 said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications 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 Inventors in providing such cooperation shall be paid for by said Assignee.

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

4. Said Inventors 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 Inventors have executed and delivered this instrument to said Assignee on the dates set forth below:

\_\_\_\_\_

Date

\_\_\_\_\_

(1) GERARD S. MALONEY

State of California            )  
  :  
County of Santa Clara        )

On September 3, 1999 before me, \_\_\_\_\_ Notary Public of the State of California, personally appeared GERARD S. MALONEY, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

October 8, 1999

Jason Price  
(2) JASON PRICE

Date

State of Oregon )  
County of Lane )

On ~~September 3, 1999~~ <sup>10/8/99</sup> before me, Laurie K. Fuller, Notary Public of the State of Oregon personally appeared JASON PRICE, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Laurie K Fuller



(Seal)

Date

(3) SCOTT CHIN

State of California )  
County of Santa Clara )

On September 3, 1999 before me, \_\_\_\_\_, Notary Public of the State of California, personally appeared SCOTT CHIN, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

Date

(4) JIRO KAJIWARA

State of California )  
County of Santa Clara )

On September 3, 1999 before me, \_\_\_\_\_, Notary Public of the State of California, personally appeared JIRO KAJIWARA, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

{Seal}

October, 12, 1999

Date

*Malik Charif*

(5) MALIK CHARIF

State of California )  
County of Santa Clara )

*October 12*

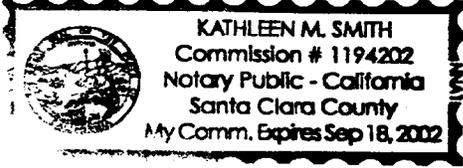
*Kathleen M. Smith*

On ~~September 3~~ *October 12*, 1999 before me, *Kathleen M. Smith*, Notary Public of the State of California, personally appeared MALIK CHARIF, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature

*Kathleen M. Smith*



(Seal)