

08-11-2004



To the Honorable Commissioner of Patents and Trademarks		or copy thereof.	
1. Name of conveying party(ies): Gerard S. Maloney, Jason Price, Scott Chin, Jiro Kajiwara, Malek Charif Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		102810842 2. Name and address of receiving party(ies): Name: <u>Mitsubishi Materials Corporation</u> Internal Address: _____	
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 _____		Street Address: <u>1-5-1 Ohtemachi, Chiyoda-ku</u> City: <u>Tokyo</u> Zip: <u>100-8117</u> Country: <u>Japan</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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:			
A. Patent Application No.(s) 10/027,935		B. Patent No.(s)	
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>R. MICHAEL ANANIAN, Esq.</u> Internal Address: <u>DORSEY & WHITNEY LLP</u> Street Address: <u>SUITE 3400</u> <u>FOUR EMBARCADERO CENTER</u> City: <u>SAN FRANCISCO</u> State: <u>CA</u> Zip: <u>94111-4187</u>		6. Total number of applications and patents involved: <u>One (1)</u> 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 8. Deposit account number: <u>50-2319</u> Please debit any underpayment or credit any overpayment to the above deposit account. Our Docket No. <u>A-68359-1/RMA</u> Our File No. <u>469113-41</u>	
DO NOT USE THIS SPACE			
9. Statement and signature. <i>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.</i> <u>R. MICHAEL ANANIAN, Reg. No. 35,050</u> Name of Person Signing <u>R. Michael Ananian</u> August 5, 2004 Signature/Date Customer Number: <u>32940</u> Total number of pages including cover sheet, attachments and document: [9] OMB No. 0651-0011 (exp. 4/94)			

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Mail documents to be recorded with required cover sheet information to:

08/10/2004 MGETACHE 00000014 10027935

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40.00 DP

Mail Stop Assignment Recordation Services
Director of the US Patent and Trademark Office
PO Box 1450
Alexandria, VA 22313-1450

PA-1076366

PATENT
REEL: 015662 FRAME: 0547

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

(3) SCOTT CHIN

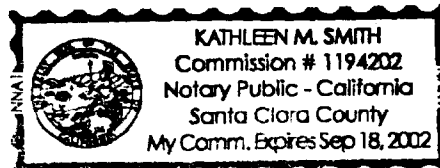
State of California)

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 3rd 1999
Date

(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)

A-68359/RMA
139642

- 3 -

PATENT
REEL: 015662 FRAME: 0550

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

Date

Jason Price
(2) JASON PRICE

State of Oregon)

County of Lane)

On ~~September 3, 1999~~ ^{10/8/99} 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}

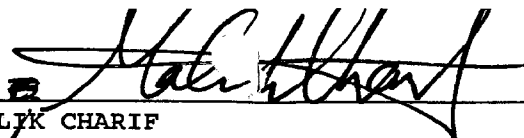
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PATENT
REEL: 015662 FRAME: 0554

October, 12, 1999

Date


(5) MALIK CHARIF
E

State of California)

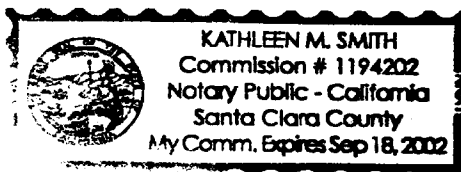
County of Santa Clara)

On 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)