

09-28-2004

Attny Ref. No.: MS-002

Form PTO 1595 RECOR



PARTMENT OF COMMERCE

102845787

To the Honorable Commissioner of Patents

PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENTS OR COPY THEREOF

1. Name of conveying party(ies):
 Boris Kobrin
 Romuald Nowak
 Richard C. Yi
 Jeffrey D. Chinn

Additional name(s) of conveying Party(ies) attached?
 Yes
 No

2. Name and address of receiving party(ies):
 Name: Applied Microstructures, Inc.
 Street Address: 4425 Fortran Drive
 City: San Jose State: CA Zip: 95134

Additional Name(s) & Address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: May 14, 2004

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 FINANCE SECTION

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): 10/862,047 B. Patent No.(s): _____

Additional Numbers attached?: Yes No

5. Name and address of party to whom correspondence concerning this document should be mailed:
 Name: Shirley L. Church, Esq.
 Street Address: P. O. Box 61929
 City: Sunnyvale State: CA Zip: 94088

6. Total number of applications and patent involved: 1

7. Total Fee (37 CFR § 3.41) \$40.00
 Enclosed See Application Transmittal Letter.
 Authorized to be charged to deposit account.

8. Deposit Account Number: 50-1512.

(Attach duplicate copy of this page if paying by deposit account)

Do Not Use This Space

9. Statement and Signature:

To the best of my knowledge and belief, the foregoing information is true and any attached copy is a true copy of the original document.

Shirley L. Church, Esq., Reg. No. 31,858 Shirley L. Church September 22, 2004
 Name of Person Signing Signature Date

10. Total number of pages comprising cover sheet, attachments, and document: 3

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

Mail Stop Assignment, Commissioner for Patents, P.O. Box 1450,

Alexandria, VA 22313-1450

09/27/2004 ECOOPER 00000077 501512 10862047

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PATENT REEL: 015815 FRAME: 0422

ASSIGNMENT FOR APPLICATION FOR PATENT

WHEREAS:

Names and Addresses of Inventors:

1)	Boris Kobrin 52 Iron Horse Lane Walnut Creek, California 94597	2)	Romuald Nowak 22146 Dean Court Cupertino, California 95014
3)	Richard C. Yi 239 Cypress Park Santa Cruz, California 95060	4)	Jeffrey D. Chinn 605 Saint Croix Lane Foster City, California 94404

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

**CONTROLLED DEPOSITION OF SILICON-CONTAINING COATINGS ADHERED
BY AN OXIDE LAYER**

for which an application for Letters Patent in the United States was filed on June 4, 2004, under U.S. Application Serial No. 10/862,047; and

WHEREAS, Applied Microstructures, Inc., a corporation of the State of Delaware, having a place of business at 4425 Fortran Drive, San Jose, California 95134 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said application (hereinafter referred to as the Application), and the invention disclosed therein (hereinafter referred to as the 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 the 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.


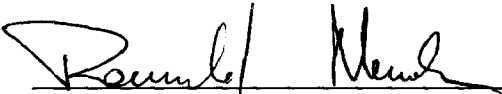


2. Said Assignors hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest to said Invention herein conveyed in any and all countries and groups of countries. Such cooperation by said Assignors shall

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 date indicated below.

1)	<u>5/14</u> , 2004	 Boris Kobrin
2)	<u>(5-14) May 14th</u> , 2004	 Romuald Nowak
3)	<u>5/14</u> , 2004	 Richard C. Yi
4)	<u>5/14</u> , 2004	 Jeffrey D. Ohlman