

10-05-2004

Case Docket No. 021653-004300US

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office



102852467

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Wenzhe Luo

Execution Date(s) 08/30/04

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

2. Name and address of receiving party(ies)

Semiconductor Manufacturing  
Name: International (Shanghai) Corporation

Internal Address: \_\_\_\_\_

Street Address: 18 Zhang Jiang Rd.

Pudong New Area

City: Shanghai

State: \_\_\_\_\_

Country: People's Republic of China Zip: 201203

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other \_\_\_\_\_

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

10/808,721

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

Name: Daniel Mao

Internal Address: \_\_\_\_\_

TOWNSEND AND TOWNSEND AND CREW LLP

Street Address: Two Embarcadero Center,  
Eighth Floor

City: San Francisco

State: California Zip: 94111-3834

Phone Number: (415) 576-0200

Fax Number: (415) 576-0300

Email Address: DMao@townsend.com

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 20-1430

Authorized User Name \_\_\_\_\_

9. Signature: Daniel Mao

Signature

9/28/04

Date

Daniel Mao

Name of Person Signing Atty. Reg. No. 51,995

Total number of pages including cover sheet, attachments, and documents: 2

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, VA 22313-1450

10-1-04

CPR/FINAL

10000721

2

10/04/2004

04-00-04

01 FC:0021

**ASSIGNMENT OF PATENT APPLICATION**

SOLE

WHEREAS, Wenzhe Luo of 18 Qing-Tong Rd., Pudong New Area, Shanghai, 201203 People's Republic of China, hereinafter referred to as "Assignor," is the inventor of the invention described and set forth in the below-identified application for United States Letters Patent:

Title of Invention:            **DEVICE AND METHOD FOR LOW NON-LINEARITY  
ANALOG-TO-DIGITAL CONVERTER**

Filing Date:                    **March 24, 2004**

Application No.:                **10/808,721; and**


WHEREAS, Semiconductor Manufacturing International (Shanghai) Corporation, a corporation of People's Republic of China, located at 18 Zhang Jiang Rd., Pudong New Area, Shanghai, 201203 People's Republic of China, hereinafter referred to as "ASSIGNEE," is desirous of acquiring an interest in the invention and application and in any U.S. Letters Patent and Registrations which may be granted on the same;

For good and valuable consideration, receipt of which is hereby acknowledged by Assignor, Assignor has assigned, and by these presents does assign to Assignee all right, title and interest in and to the invention and application and to all foreign counterparts (including patent, utility model and industrial designs), and in and to any Letters Patent and Registrations which may hereafter be granted on any patent application claiming priority from the same in the United States and all countries throughout the world, and to claim the priority from the application as provided by the Paris Convention. The right, title and interest is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this Assignment not been made, for the full term of any Letters Patent and Registrations which may be granted thereon, or of any division, renewal, continuation in whole or in part, substitution, conversion, reissue, prolongation or extension thereof.

Assignor further agrees that Assignor will, without charge to Assignee, but at Assignee's expense, (a) cooperate with Assignee in the prosecution of U.S. Patent applications and foreign counterparts on the invention and any improvements, (b) execute, verify, acknowledge and deliver all such further papers, including applications and instruments of transfer, and (c) perform such other acts as Assignee lawfully may request to obtain or maintain Letters Patent and Registrations for the invention and improvements in any and all countries, and to vest title thereto in Assignee, or Assignee's successors and assigns.

IN TESTIMONY WHEREOF, Assignor has signed his/her name on the date indicated.

Dated: 8/30/2004

  
Wenzhe Luo