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PATENTS OFFICE

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

112967 U.S. PTO
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03-08-06

1. Name of conveying party(ies)/Execution Date(s):
 Kelley Kyle HIGGINS
 Ibrahim Khan BURKI
 Execution Date(s) Feb. 3, 2005 and Feb. 3, 2005
 Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other _____

2. Name and address of receiving party(ies)
 Name: Spansion LLC
 Internal Address: _____
 Street Address: One AMD Place
P.O. Box 3453
 City: Sunnyvale
 State: CA
 Country: _____ Zip: 94087-3453
 Additional name(s) & address(es) attached? Yes No

4. Application or patent number(s): This document is being filed together with a new application.
 A. Patent Application No.(s) _____
 B. Patent No.(s) _____
 Additional numbers attached? Yes No

6. Total number of applications and patents involved: 1

5. Name and address to whom correspondence concerning document should be mailed:
 Name: Mikio Ishimaru
The Law Offices of Mikio Ishimaru
 Internal Address: _____
 Street Address: 1110 Sunnyvale-Saratoga Rd.
Suite A1
 City: Sunnyvale
 State: CA Zip: 94087-2554
 Phone Number: (408) 738-0592
 Fax Number: (408) 738-0881
 Email Address: mikio@ishimaru.com

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 _____ 01-0365
 Authorized User Name _____ Mikio Ishimaru

9. Signature: Mikio Ishimaru Signature _____ Date March 8, 2005
 _____ Mikio Ishimaru Name of Person Signing
 Total number of pages including cover sheet, attachments, and documents: 4

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, V.A. 22313-1450

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ASSIGNMENT

WHEREAS, the undersigned (hereinafter termed Assignor(s)) has/have invented certain new and useful improvements in

METHOD FOR CONTAINING A SILICIDED GATE WITHIN A
SIDEWALL SPACER IN INTEGRATED CIRCUIT TECHNOLOGY

for which a United States patent application has been executed on or before the date of this assignment.

WHEREAS, SPANSION LLC, a limited liability company of the State of Delaware, having a place of business at One AMD Place, P.O. Box 3453, Sunnyvale, California 94088-3453, (hereinafter termed Assignee), is desirous of acquiring the entire right, title and interest in and to said application and said invention and improvements thereon, and in and to Letters Patents thereon when granted in the United States and foreign countries.

NOW, THEREFORE, for good and valuable consideration received by said Assignor(s) from said Assignee, the receipt of which is hereby acknowledged by said Assignor(s):

1. Said Assignor(s) does hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest in and to said application and said invention and in and to any and all improvements on said invention and in and to any and all improvements on said invention heretofore or hereafter made or acquired by said Assignor(s); and in and to any and all Letters Patent on said invention and/or said improvements that may be granted in the United States or any foreign country, including each and every Letters Patent granted on any application which is a division, continuation, substitution, renewal, or continuation-in-part of any said application, and in and to each and every reissue or extension of said Letters Patent.
2. Said Assignor(s) hereby covenants and agrees to cooperate with said Assignee where said Assignee may enjoy to the fullest extent the right, title and interest herein conveyed. Such cooperation shall include (a) prompt execution of all papers (prepared at the expense of Assignee) which are deemed necessary or desirable by Assignee to perfect in it the right, title and interest herein conveyed, (b) prompt execution of all petitions, oaths, specifications or other papers (prepared at the expense of Assignee) which are deemed necessary or desirable by assignee for prosecuting said application, for filing and prosecuting divisional, continuation, substitution, renewal, continuation-in-part, or additional applications in the United States and/or foreign countries covering said invention and/or said improvements, for filing and prosecuting applications for reissuance of letters patent included herein, or for interference proceedings involving said invention and/or said improvements and (c) prompt assistance and cooperation in the prosecution of interference proceedings involving said invention and/or said improvements and in the adjudication of said Letters Patent, particularly by the disclosure of facts and the production of evidence relating to said invention and/or said improvements, provided the expenses which may be incurred by said Assignor(s) in lending such assistance and cooperation shall be paid by the Assignee.
3. The terms, covenants and conditions of this assignment shall inure to the benefit of said Assignee, its successors, assigns and/or other legal representatives and shall be binding upon said Assignor(s), his/her heirs, legal representatives and assigns.
4. Said Assignor(s) hereby warrants and represents that he/she has not entered into any assignment, contract or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed this instrument on the date of acknowledgement before the Notary Public as given below and delivered this instrument to said Assignees.

Date of Execution of Declaration for Patent Application: 2-3-5

(1) Kelley Kyle Higgins
Kelley Kyle Higgins

State of Texas)

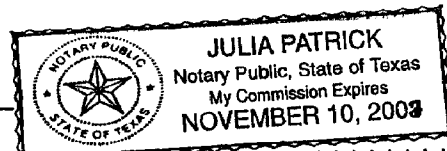
County of Travis) } ss

On February 3, 2005 before me, Julia Patrick
(name and title of officer)

personally appeared Kelley Kyle Higgins, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity(ies), and that by his/her signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Handwritten Signature]



Date of Execution of Declaration for Patent Application: 2-3-05

(2) Ibrahim Khan Burki
Ibrahim Khan Burki

State of Texas)

County of Travis) } ss

On February 3, 2005 before me, Julia Patrick
(name and title of officer)

personally appeared Ibrahim Khan Burki, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity(ies), and that by his/her signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Handwritten Signature]

