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To the Honorable Commissioner For

102976139

all documents or copy thereof:

113277 U.S. PTO  
11/089723



1. Name of conveying parties:

Shao-Po Wu, Xin Wang, and Mark Pilloff

Additional name(s) of conveying party(ies) attached?

☐ Yes

☒ No

3. Nature of Conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other:

Execution Date: 3-17-05, 3-22-05, and 3-17-05

2. Name and address of receiving party:

Name: Aprio Technologies, Inc.

Internal Address:

Street Address: 2520 Mission College Blvd., Suite 201

City: Santa Clara

State: CA Zip: 95054-1238

Additional name(s) & address(es) attached?

☐ Yes

☒ 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: 3-17-05, 3-22-05, and 3-17-05

A. Patent Application No(s):

B. Patent No(s):

Additional numbers attached? ☐ Yes ☒ No

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

Name: Jae Won Song

Internal Address: Fenwick & West LLP

Street Address: Silicon Valley Center  
801 California Street

City: Mountain View State: CA Zip Code: 94041

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41):

☒ Check Enclosed

☒ Fee Transmittal Enclosed

☐ Charge the indicated fees to the below mentioned deposit account.

8. Deposit Account No.:

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9. Statement and signature:

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.

Jae Won Song, 37 C.F.R. §10.9(b)  
[now 37 C.F.R. §1.9(b)]

Name of Person Signing

*Jae Won Song*

Signature

March 24, 2005

Date

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

Mail documents to be recorded with required cover sheet information to: Mail Stop Assignment Recordation Services, Director of the U.S. Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450.

Case Docket No.: 23875-09587

03/29/2005 JBALINAN 00000063 11089723

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23875/09587/DOCS/1513075

PATENT  
REEL: 016421 FRAME: 0306

## ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, the person(s) named below (referred to as "INVENTOR" whether singular or plural) has sold, assigned, and transferred and does hereby sell, assign, and transfer to Aprio Technologies, Inc., a Delaware corporation, having a place of business at 2520 Mission College Blvd., Suite 201, Santa Clara, California 95054-1238; ("ASSIGNEE"), for itself and its successors, transferees, and assignees, the following:

1. The entire worldwide right, title, and interest in all inventions and improvements ("SUBJECT MATTER") that are disclosed in the provisional application filed under 35 U.S.C. §111(b) or non-provisional application filed under 35 U.S.C. §111(a) and entitled **FLEXIBLE SHAPE IDENTIFICATION FOR OPTICAL PROXIMITY CORRECTION IN SEMICONDUCTOR FABRICATION** ("APPLICATION"), which:

☒ is to be filed herewith.

☐ was filed on \_\_\_\_\_, and now bears U.S. application serial number \_\_\_\_\_.

☐ The APPLICATION claims priority from [a provisional/foreign application], filed on \_\_\_\_\_, now bearing [Country] application serial number \_\_\_\_\_.

2. The entire worldwide right, title, and interest in and to:

(a) the APPLICATION; (b) all applications claiming priority from the APPLICATION; (c) all provisional, utility, divisional, continuation, substitute, renewal, reissue, and other applications related thereto which have been or may be filed in the United States or elsewhere in the world; (d) all patents (including reissues and re-examinations) which may be granted on the applications set forth in (a), (b), and (c) above; and (e) all right of priority in the APPLICATION and in any underlying provisional or foreign application, together with all rights to recover damages for infringement of provisional rights.

INVENTOR agrees that ASSIGNEE may apply for and receive patents for SUBJECT MATTER in ASSIGNEE's own name.

INVENTOR agrees to do the following, when requested, and without further consideration, in order to carry out the intent of this Assignment: (1) execute all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to ASSIGNEE the rights, titles and interests herein conveyed; (2) communicate to ASSIGNEE all known facts relating to the SUBJECT MATTER; and (3) generally do all lawful acts that ASSIGNEE shall consider desirable for securing, maintaining, and enforcing worldwide patent protection relating to the SUBJECT MATTER and for vesting in ASSIGNEE the rights, titles, and interests herein conveyed. INVENTOR further agrees to provide any successor, assign, or legal representative of ASSIGNEE with the benefits and assistance provided to ASSIGNEE hereunder.

INVENTOR represents that INVENTOR has the rights, titles, and interests to convey as set forth herein, and covenants with ASSIGNEE that the INVENTOR has not made and will not

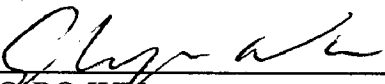
hereafter make any assignment, grant, mortgage, license, or other agreement affecting the rights, titles, and interests herein conveyed.

INVENTOR grants the attorney of record the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same Assignment.

Name and Signature

Date of Signature

  
SHAO-PO WU

03/17, 2005

State of \_\_\_\_\_

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_ personally

[DATE]

[NOTARY PUBLIC]

appeared SHAO-PO WU, personally known to me or 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.

Notary Seal

Notary

Name and Signature

Date of Signature

XIN WANG  
XIN WANG

March 22, 2005

State of \_\_\_\_\_  
County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_ personally  
[DATE] [NOTARY PUBLIC]

appeared XIN WANG, personally known to me or 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 she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Seal

Notary

Name and Signature

Date of Signature

MARK PILLOFF  
MARK PILLOFF

March 17, 2005

State of \_\_\_\_\_  
County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_ personally  
[DATE] [NOTARY PUBLIC]

appeared MARK PILLOFF, personally known to me or 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.

Notary Seal

Notary