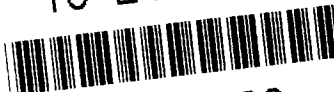


cket No.: BUR920010187US1

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1. Name of conveying party(ies):
Jack A. Mandelman, Jeffrey P. Gambino, Geng Wang

2. Name and address of receiving party(ies):
Name: International Business Machines Corporation

Address: New Orchard Road

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4. Application number(s) or patent numbers(s):

If this document is being filed together with a new application, the execution date of the application is:

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For and in consideration of good and valuable consideration, the receipt and sufficiency thereof being hereby acknowledged, each undersigned inventor acknowledges his/her prior and ongoing obligation to sell, assign, and transfer, and agrees to sell, assign, and transfer the entire world wide right, title and interest for the United States and all foreign countries, in and to any and all inventions and improvements conceived during and within the scope of his/her employment, and further acknowledges that he/she has sold, assigned, and transferred, and hereby sells, assigns, and transfers, unto:

**INTERNATIONAL BUSINESS MACHINES CORPORATION ("IBM"),
Armonk, New York 10504**

a corporation of New York, and IBM desires to acquire all right, title, and interest, in and to the certain inventions (identified below), applications, and any United States and foreign patents to be obtained therefor relating to:

Title of invention for: **HIGH PERFORMANCE EMBEDDED DRAM TECHNOLOGY WITH STRAINED SILICON**
United States Patent

as set forth in United States Patent Application executed by each undersigned inventor on the date indicated by each inventor signature below, and further identified by Attorney Docket Number BUR920010187US1 ;

(select one): executed concurrently herewith or Serial No. _____ Filed on _____

for and to said United States Patent Application including any and all divisions or continuations thereof and in and to any and all Letters Patent of the United States and foreign patents and all rights of priority to be obtained therefor which may issue on any such application or for said invention therein disclosed, including any and all reissues or extensions thereof, to be held and enjoyed by, its successors, legal representatives and assigns to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by the undersigned had this Assignment not been made;

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Signature of Inventor 1 of 2

Signature: *Jack A. Mandelbaum* Date: *27 JUN 2005*
Jack A. Mandelbaum

Signature of Inventor 2 of 2

Signature: *Jeffrey P. Gendron* Date: _____
Jeffrey P. Gendron

Signature of Inventor 3 of 3

Signature: *Gong Wang* Date: _____
Gong Wang

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Executed by inventor 1 of 3

Signature: _____ Date: _____

Jack A. Mandelman

Executed by inventor 2 of 3

Signature: Jeffrey P. Gambino Date: 06/20/05

Jeffrey P. Gambino

Executed by inventor 3 of 3

Signature: _____ Date: _____

Geng Wang

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Executed by Inventor 1 of 3

Signature: _____ Date: _____
Jack A. Mandelman

Executed by Inventor 2 of 3

Signature: _____ Date: _____
Jeffrey P. Gambino

Executed by Inventor 3 of 3

Signature: Geng Wang Date: 6/20/2005
Geng Wang