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Attorney Docket No.: 05542-315005  
Client's Ref. No.: 2945D2/CMP

01-23-2006

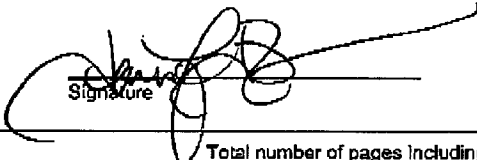
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Commissioner for Patents: Please record the <u>103162452</u>	
1. Name of conveying party(ies): Andreas Norbert Wiswesser, Walter Schoenleber and Boguslaw Swedek Additional name(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies): Applied Materials, Inc. 3050 Bowers Avenue Santa Clara, California 95054 United States of America
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other: Execution Date: 12/03/1998; 12/05/1998 and 12/08/1998	Additional names/addresses attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4. Application number(s) or patent number(s): If this document is being filed with a new application, the execution date of the application is: A. Patent Application No(s): <u>10/869,719</u> B. Patent No(s): Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name/address of party to whom correspondence concerning document should be mailed: TIM H. PHAM Fish & Richardson P.C. 500 Arguello Street, Suite 500 Redwood City, California 94063	6. Total number of applications/patents involved: 1 7. Total fee (37 CFR §3.41): \$40 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to charge Deposit Account. 8. Deposit Account No.: 06-1050 Please apply any additional charges, or any credits, to our Deposit Account No. 06-1050.
DO NOT USE THIS SPACE	
9. Statement and Signature: <i>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.</i>  Jennifer A. Zanocco Reg. No. 54,563 Name of Person Signing   Signature  1/13/06 Date  Total number of pages including coversheet, attachments and document: 6	

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## CERTIFICATE OF TRANSMISSION BY FACSIMILE

I hereby certify that this correspondence is being transmitted by facsimile to the Patent and Trademark Office on the date indicated below.

January 13, 2006  
Date of Transmission  
SignatureMary Mundy  
Typed Name of Person Signing Certificate

Case #2945/PDD/CMP

**ASSIGNMENT FOR APPLICATION FOR PATENT****WHEREAS:**Names and Addresses  
of Inventors:

1)	ANDREAS NORBERT WISWESSER Kurt-Handwerk-Str. 39 09599 Freiberg Germany	2)	WALLTER SCHOENLEBER Richthofenstr. 1 71088 Holzgerlingen, Germany
3)	BOGUSLAW SWEDEK 1649 Willow Lake Lane San Jose, California 95131		

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

" Method and Apparatus for Measuring Substrate Layer Thickness During Chemical Mechanical Polishing"

for which application for Letters Patent in the United States was filed on November 2, 1998 ,  
under Serial No.09/184,775 , executed on even date herewith; and

WHEREAS, Applied Materials, Inc., a corporation of the State of Delaware, having a place of business at 3050 Bowers Avenue, Santa Clara, California 95054 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said application (hereinafter referred to as Application), and the invention disclosed therein (hereinafter referred to as 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 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

1 of 2

Invention; and (i) 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 dates indicated below.

1)	_____	1998	_____	ANDREAS NORBERT WISWESSER
2)	_____	1998	_____	WALTER SCHOENLEBER
3)	12/03	1998	_____	BOGUSLAW SWEDEK

Case #2945/PDD/CMP

**ASSIGNMENT FOR APPLICATION FOR PATENT**

WHEREAS:

Names and Addresses  
of Inventors:

1)	ANDREAS NORBERT WISWESSER Kurt-Handwerk-Str. 39 09599 Freiberg Germany	2)	WALTER WALTER SCHOENLEBER Richthofenstr. 1 71088 Holzgerlingen, Germany
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1 of 2

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.

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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 dates indicated below.

1)	<u>Dec 5<sup>th</sup></u>	1998	<u>Andreas Norbert Wiswesser</u> ANDREAS NORBERT WISWESSER
2)	<u>Dec 8<sup>th</sup></u>	1998	<u>Walter Walter Schoenleber</u> WALTER WALTER SCHOENLEBER
3)	<u>                    </u>	1998	<u>  </u> BOGUSLAW SWEDEK