

ASSIGNMENT

This assignment agreement is applicable to an invention entitled :

DEFECT INSPECTION METHOD, DEFECT INSPECTION SYSTEM, AND COMPUTER READABLE
STORAGE MEDIUM

THE PATENT RIGHTS referred to in this agreement are:

- (check one) ☒ a patent application for this invention, executed by the ASSIGNOR(S) concurrently with this assignment.
- ☐ U.S. patent application No. _____ filed _____
- ☐ a U.S. patent application based on PCT International Application No. _____ filed _____
(U.S. patent application Serial No. _____)
- ☐ U.S. patent No. _____ issued _____

THE PATENT RIGHTS also include all divisions, reissues, continuations and extensions of the patents and patent applications identified above.

THE PATENT RIGHTS assigned under this agreement are:

- (check one) ☒ U.S. patent rights only.
- ☐ Worldwide patent rights. (In this case, the assignee shall have the right to claim the benefit of the filing date of any U.S. or foreign patent application for this invention.)

THE ASSIGNORS referred to in this agreement are the inventors whose signatures appear on page 2 of this Assignment

THE ASSIGNEE referred to in this agreement is:

(name and address) •Tokyo Electron Limited,
 •3-6, Akasaka 5-chome, Minato-ku,
 •Tokyo 107-8481 Japan
 .
 .

THE ASSIGNEE is: ☐ An Individual.

☐ A Partnership.

(state/country) ☒ A Corporation of Tokyo, Japan

☐ (other)

THE ASSIGNOR(S), in consideration of \$10.00 paid by the ASSIGNEE, and other good and valuable consideration, receipt of which is acknowledged, hereby assign the following rights to the ASSIGNEE, its successors and assigns:

- the full and exclusive right to the invention;
- the entire right, title and interest in and to the PATENT RIGHTS; and,
- the right to claim priority under 35 USC §119, 35 USC §120, or any other applicable provisions, based on any earlier patent applications for this invention.

AS TO ALL U.S. PATENT APPLICATIONS assigned under this agreement, the ASSIGNOR(S) hereby authorize(s) and request(s) the Commissioner of Patents and Trademarks to issue all Letters Patent to the ASSIGNEE as the assignee of the entire right, title and interest, for the sole use and enjoyment of said ASSIGNEE, its successors and assigns.

FURTHER, THE ASSIGNOR(S) AGREE(S) to communicate to said ASSIGNEE, or its representatives, any facts known to the ASSIGNOR(S) respecting said invention, and testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, substitute, renewal, reexamination and reissue applications, execute all necessary assignment papers to cause any and all Letters Patent to be issued to said ASSIGNEE, make all rightful oaths and generally do everything necessary or desirable to aid said ASSIGNEE, its successors and assigns, to obtain and enforce proper protection for said invention.

THE ASSIGNOR(S) AUTHORIZE any attorneys and agents who have a power of attorney in this application to check any appropriate boxes and to insert the Serial Number and filing date in this document after it has been executed.

* * * *

Makoto HAYAKAWA

Name of sole or first inventor

Makoto Hayakawa

Signature

December 7, 2006

Date

Hiroshi TOMITA

Name of second inventor

Hiroshi Tomita

Signature

December 7, 2006

Date