

# PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT												
EFFECTIVE DATE:	04/02/2002												
<b>CONVEYING PARTY DATA</b>													
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Name</th> <th style="width: 30%;">Execution Date</th> </tr> </thead> <tbody> <tr> <td>Richard D Cooper</td> <td>05/23/2008</td> </tr> <tr> <td>Paul Fathauer</td> <td>05/12/2008</td> </tr> <tr> <td>Angela Mroczek-Petroski</td> <td>05/27/2008</td> </tr> <tr> <td>David Perry</td> <td>05/27/2008</td> </tr> <tr> <td>James J Petroski</td> <td>05/27/2008</td> </tr> </tbody> </table>		Name	Execution Date	Richard D Cooper	05/23/2008	Paul Fathauer	05/12/2008	Angela Mroczek-Petroski	05/27/2008	David Perry	05/27/2008	James J Petroski	05/27/2008
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<b>RECEIVING PARTY DATA</b>													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>Allomatic Products Company</td> </tr> <tr> <td>Street Address:</td> <td>609 E. Chaney Street</td> </tr> <tr> <td>City:</td> <td>Sullivan</td> </tr> <tr> <td>State/Country:</td> <td>INDIANA</td> </tr> <tr> <td>Postal Code:</td> <td>47882</td> </tr> </table>		Name:	Allomatic Products Company	Street Address:	609 E. Chaney Street	City:	Sullivan	State/Country:	INDIANA	Postal Code:	47882		
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<b>PROPERTY NUMBERS Total: 1</b>													
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Patent Number:	6863774												
<b>CORRESPONDENCE DATA</b>													
<p>Fax Number: (215)963-5001</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 2159634764</p> <p>Email: smccullen@morganlewis.com</p> <p>Correspondent Name: Sharon McCullen</p> <p>Address Line 1: 1701 Market Street</p> <p>Address Line 4: Philadelphia, PENNSYLVANIA 19103</p>													
ATTORNEY DOCKET NUMBER:	100359-0001												

**500999227**

**PATENT  
REEL: 023427 FRAME: 0416**

**CH \$40.00 6863774**

NAME OF SUBMITTER:

Sharon B McCullen

**Total Attachments: 7**

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## PATENT ASSIGNMENT

Richard D. Cooper, Paul Fathauer, Angela Mroczek-Petroski, David Perry and James J. Petroski, as the inventors (referred to hereinafter as "Assignors") are the owners of a certain patent registration shown on Schedule A attached hereto, hereinafter referred to as the "Patent."

As used herein, the "Patent" also shall include any Related U.S. or Foreign Patent Filings (as hereinafter defined), applications or registrations; all inventions and subject matter disclosed in the Patent, and any extension, substitute, reissue and reexamination certificate based upon the Patent. "Related U.S. or Foreign Patent Filings" shall mean any U.S. or foreign patent application, irrespective of its filing date, that was, is or will be related to the Patent, as a provisional, continuation, continuation-in-part, continued prosecution, divisional U.S. or foreign patent application or any U.S. or foreign patent application, or any Patent Cooperation Treaty (PCT) filings, which in any part claim priority from, or relate to the Patent, and any patent registrations granted or that may be granted, therefrom.

WHEREAS, Allomatic Products Company, a Delaware corporation, with its principal place of business at 609 East Chaney Street, PO Box 267, Sullivan, IN 47882, (hereinafter referred to as Assignee), is desirous of confirming that it holds the entire right, title, and interest in and to this invention in all countries throughout the world, and in and to the Patent on this invention, and in and to any patent applications claiming priority based on said Patent and any Letters Patent to be issued upon any application claiming priority based on said Patent;

WHEREAS, on or about April 2, 2002, the Assignors, previously executed an Assignment (Schedule B) to Allomatic Industries Company of the Assignors' entire right, title, and interest in and to this invention in all countries throughout the world, and in and to the Patent on this invention, and in and to any patent applications claiming priority based on said Patent and any Letters Patent to be issued upon any application claiming priority based on said Patent (the "Prior Assignment");

WHEREAS, at the time the Assignors executed the Prior Assignment, Allomatic Industries Company was not a legal entity; and

WHEREAS, it was the Assignors' intent at the time the Prior Assignment was executed to transfer the Assignors' rights in the Patent and the invention to Allomatic Products Company (rather than Allomatic Industries Company);

NOW THEREFORE, effective the date that the Assignors each executed the Prior Assignment, be it known that:

Assignors, for good and valuable consideration, the receipt of which is hereby acknowledged by Assignors, the Assignors hereby confirm, nunc pro tunc, our original intent to grant, assign and convey to Allomatic Products Company, the entire right, title and interest in and to the Patent, and any Related U.S. or Foreign Patent Filings throughout the United States of America, its territorial possessions, and the World.

Assignors also hereby confirm, nunc pro tunc, our original intent to grant, assign and convey to Assignee the right to apply anywhere in the World for foreign patent(s) or the equivalent in respect of or based upon the Patent and/or any Related U.S. or Foreign Patent Filings, including, but not limited to, the right to claim the benefit of any international convention or treaty including the Patent Cooperation Treaty (PCT) and to claim priority pursuant to rights accorded Assignors under the terms of the International (Paris) Convention For The Protection of Industrial Property and any and all other available international conventions and treaties.

Assignors also confirm, nunc pro tunc, our original intent to sell, assign and transfer to Assignee the right to assert and enforce all rights arising from the Patent and any Related U.S. or Foreign Patent Filings with respect to any infringement of same that occurred before execution of this Patent Assignment ("Assignment") and to retain any monies or other damages or awards that may be received by Assignee as a result thereof.

Assignors hereby covenant that Assignors are the full and complete owner of the Patent and any Related U.S. or Foreign Patent Filings, that there are no other individuals or entities that have or may claim any license, rights or ownership of the Patent or any Related U.S. or Foreign Patent Filings, that Assignors have the right to grant this Assignment and that no other assignment, sale agreement, pledge or encumbrance of any kind has been or will be entered into which will or would conflict with this Assignment, or otherwise interfere with the transfer of rights stated in this document or the enjoyment of such rights by Assignee.

Assignors further covenant to execute or have executed any documents in connection with affirming the rights of Assignee pursuant to this Assignment and the filing, prosecution, maintenance, defense, enforcement, licensing and transfer of ownership of the Patent and/or any Related U.S. or Foreign Patent Filings that may be legally requested by Assignors by Assignee and that Assignors are legally capable of executing or having executed, all without further consideration except direct incidental costs related thereto.

With respect to pending patent applications constituting the Patent or any Related U.S. or Foreign Patent Filings, Assignors hereby authorize any patent office or agency responsible for the administration of intellectual property laws anywhere in the World to grant patent rights or the equivalent thereof to Assignee to the full end of the term for which any such patent or equivalent rights may be granted or requested by Assignee, as fully and entirely as the same would have been granted to Assignors had this assignment not been made. The rights and obligations of Assignors under this instrument shall extend to and be binding upon Assignors' successors, heirs, executors, administrators and legal representatives. The term Assignee, as used herein, shall include Assignee's successors, assigns, transferees, heirs, executors, administrators and legal representatives.

This document may be executed in counterparts. Assignor is hereby authorized to file this document with the United States Patent and Trademark Office.

*[Signature Page to Follow, Remainder of Page Left Intentionally Blank]*

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 23<sup>rd</sup> day of May, 2008.

Richard D. Cooper  
Name: Richard D. Cooper  
Title: Inventor

State of New York )  
County of Nassau County ) : SS

On this 23<sup>rd</sup> day of May, 2008, before me appeared Richard D. Cooper, the person who signed this instrument, who acknowledged that he signed it as a free act on his own behalf with authority to do so.

**MATT GUARINI**  
Notary Public - State of New York  
No. 01GU6184335  
Qualified in Nassau County  
My Commission Expires April 07, 2012

[Signature]  
Signature of Notary Public

Name: Paul Fathauer  
Title: Inventor

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) : SS

On this \_\_\_\_\_ day of May, 2008, before me appeared Paul Fathauer, the person who signed this instrument, who acknowledged that he signed it as a free act on his own behalf with authority to do so.

\_\_\_\_\_  
Signature of Notary Public

IN WITNESS WHEREOF, we have hereunto set our hand and seal this \_\_\_ day of May, 2008.

Name: Richard D. Cooper

Title: Inventor


State of Indiana )

: SS

County of Sullivan )

On this 12 day of May, 2008, before me appeared Richard D. Cooper, the person who signed this instrument, who acknowledged that he signed it as a free act on his own behalf with authority to do so.

  
Signature of Notary Public



Name: Paul Fathauer

Title: Inventor

State of Indiana )

: SS

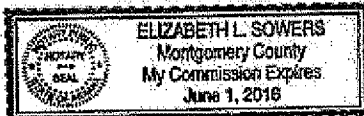
County of Sullivan )

On this 12 day of May, 2008, before me appeared Paul Fathauer, the person who signed this instrument, who acknowledged that he signed it as a free act on his own behalf with authority to do so.

  
Signature of Notary Public

Angela Mroczek-Petroski  
Name: Angela Mroczek-Petroski  
Title: Inventor

State of Indiana )  
County of \_\_\_\_\_ ) : SS



On this 27 day of May, 2008, before me appeared Angela Mroczek-Petroski, the person who signed this instrument, who acknowledged that she signed it as a free act on his own behalf with authority to do so.

Elizabeth L. Sowers  
Signature of Notary Public

Name: David Perry  
Title: Inventor

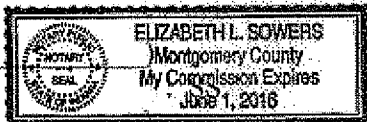
State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) : SS

On this 27 day of May, 2008, before me appeared David Perry, the person who signed this instrument, who acknowledged that he signed it as a free act on his own behalf with authority to do so.

Signature of Notary Public

James J. Petroski  
Name: James J. Petroski  
Title: Inventor

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



On this 27 day of May, 2008, before me appeared James J. Petroski, the person who signed this instrument, who acknowledged that he signed it as a free act on his own behalf with authority to do so.

Elizabeth L. Sowers  
Signature of Notary Public

Name: Angela Mroczek-Petroski  
Title: Inventor

State of Indiana )  
County of Montgomery ) : SS

On this 5th day of May, 2008, before me appeared Angela Mroczek-Petroski, the person who signed this instrument, who acknowledged that she signed it as a free act on his own behalf with authority to do so.

ELIZABETH L. SOWERS  
NOTARY PUBLIC STATE OF INDIANA  
MONTGOMERY COUNTY  
MY COMMISSION EXP. JUNE 1, 2008

Elizabeth Sowers  
Signature of Notary Public

David Perry  
Name: David Perry  
Title: Inventor

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) : SS

On this \_\_\_\_\_ day of May, 2008, before me appeared David Perry, the person who signed this instrument, who acknowledged that he signed it as a free act on his own behalf with authority to do so.

\_\_\_\_\_  
Signature of Notary Public

Name: James J. Petroski  
Title: Inventor

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) : SS

On this \_\_\_\_\_ day of May, 2008, before me appeared James J. Petroski, the person who signed this instrument, who acknowledged that he signed it as a free act on his own behalf with authority to do so.

\_\_\_\_\_  
Signature of Notary Public

**SCHEDULE A**  
**THE PATENT**

<b>PATENT NUMBER</b>	<b>TITLE</b>	<b>ISSUE DATE</b>	<b>INVENTORS</b>	<b>ASSIGNEE</b>
6863774	POLISHING PAD FOR USE IN CHEMICAL- MECHANICAL PLANARIZATION OF SEMICONDUCTOR WAFERS AND METHOD OF MAKING SAME	03/08/2005	Richard D. Cooper, Angela Mroczek- Petroski, David Perry, Paul Fathauer, James J. Petroski	Allomatic Products Company

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