

# PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
DAH-BIN KAO	11/25/2009
<b>RECEIVING PARTY DATA</b>	
Name:	Semiconductor Manufacturing International (Shanghai) Corporation
Street Address:	18 Zhang Jiang Road, Pudong New Area
City:	Shanghai
State/Country:	CHINA
Postal Code:	201203
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	11387248
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(415)576-0300
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	650-326-2400
Email:	jbsalvador@townsend.com
Correspondent Name:	TOWNSEND AND TOWNSEND AND CREW LLP
Address Line 1:	Two Embarcadero Center, Eighth Floor
Address Line 4:	San Francisco, CALIFORNIA 94111-3834
ATTORNEY DOCKET NUMBER:	021653-005010US
NAME OF SUBMITTER:	Dah-Bin Kao
<b>Total Attachments: 5</b> source=COMMUNICATION_021653_005010US#page1.tif source=COMMUNICATION_021653_005010US#page2.tif source=COMMUNICATION_021653_005010US#page3.tif source=COMMUNICATION_021653_005010US#page4.tif source=COMMUNICATION_021653_005010US#page5.tif	

CH \$40.00 11387248

**PATENT**

**501026087**

**REEL: 023577 FRAME: 0582**

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re application of:

CHRIS C. YU *et al.*

Application No.: 11/387,248

Filed: March 22, 2006

For: A METHOD AND STRUCTURE  
FOR ALUMINUM CHEMICAL  
MECHANICAL POLISHING

Customer No.: 20350

Confirmation No.: 6064

Examiner: Sarkar, Asok K

Art Unit: 2891

**COMMUNICATION REGARDING  
ASSIGNMENT OF PATENT APPLICATION  
BY A NON-SIGNING INVENTOR**

---

Commissioner for Patents  
Patent Assignment  
P.O. Box 1450  
Alexandria, VA 22313-1450

Commissioner:

Submitted herewith is a copy of Patent Assignment Abstract of Title of the above-referenced patent application including assignment by three co-inventors: Chris C. Yu, Chunxiao Yang, and Herb Huang, which has been recorded in Reel/Frame No. 023428/0654. A petition under 37 C.F.R. §147(a) was filed on behalf of a fourth co-inventor, Mr. Ziru Ren, who could not be located for signature. The petition was granted on March 1, 2007.

Additionally, Mr. Ziru Ren has conveyed the right of all his company-related inventions to Semiconductor Manufacturing Int'l (Shanghai) Corporation (SMIC) in an EMPLOYEE INTELLECTUAL PROPERTY RIGHT AGREEMENT. A Chinese version of the agreement signed by Mr. Ziru Ren is hereby submitted for recordation. Also submitted is an English version of the agreement provided by SMIC.

Respectfully submitted,

/Dah-Bin Kao/

Dah-Bin Kao  
Reg. No. 53,092

CHRIS C. YU et al.  
Application No.: 11/387,248  
Page 2

PATENT

TOWNSEND and TOWNSEND and CREW LLP  
Two Embarcadero Center, Eighth Floor  
San Francisco, California 94111-3834  
Tel: (650) 326-2400  
Fax: (650) 326-2422  
DBK:dbk

62328011 v1



United States Patent and Trademark Office

[Home](#) | [Site Index](#) | [Search](#) | [Guides](#) | [Contacts](#) | [eBusiness](#) | [eBiz alerts](#) | [News](#) | [Help](#)

## Assignments on the Web &gt; Patent Query

## Patent Assignment Abstract of Title

**NOTE: Results display only for issued patents and published applications.  
For pending or abandoned applications please consult USPTO staff.**

## Total Assignments: 1

Patent #: NONE

Issue Dt:

Application #: 11387248

Filing Dt: 03/22/2006

Publication #: [20070026557](#)

Pub Dt: 02/01/2007

Inventors: Chris C. Yu, Chunxiao Yang, Ziru Ren, Herb Huang

Title: METHOD AND STRUCTURE FOR ALUMINUM CHEMICAL MECHANICAL POLISHING

## Assignment: 1

Reel/Frame: [023428/0654](#)

Recorded: 10/27/2009

Pages: 6

Conveyance: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

Assignors: [YU, CHRIS C.](#)

Exec Dt: 09/01/2006

[YANG, CHUNXIAO](#)

Exec Dt: 08/28/2006

[HUANG, HERB](#)

Exec Dt: 07/17/2006

Assignee: [SEMICONDUCTOR MANUFACTURING INTERNATIONAL \(SHANGHAI\) CORPORATION](#)

18 ZHANG JIANG ROAD

PUDONG NEW AREA

SHANGHAI, CHINA 201203

Correspondent: TOWNSEND AND TOWNSEND AND CREW LLP

TWO EMBARCADERO CENTER

EIGHTH FLOOR

SAN FRANCISCO, CA 94111

Search Results as of: 11/23/2009 04:14 PM

If you have any comments or questions concerning the data displayed, contact PRD / Assignments at 571-272-3350.

Web interface last modified: October 18, 2008 v.2.0.2

[| HOME](#) | [INDEX](#) | [SEARCH](#) | [eBUSINESS](#) | [CONTACT US](#) | [PRIVACY STATEMENT](#)

PATENT

Semiconductor Manufacturing International Corporation  
中芯国际集成电路制造(上海)有限公司

智能财产所属权同意书

我 任自如 作为中芯国际集成电路制造(上海)有限公司(SMIC)的一名工作人员,我所有之一切和公司业务有关的发明创造都属于公司所有,我自己完全没有所属权。发明创造方面包括:

- 半导体装置、设备、器件或方法方面,设计或发展。
- 制程或是设备上之发明或发展。
- 制造方法方面之改良。
- 在半导体工业或科学领域,任何形式的智力开发中之理论或实践上的发明发展。

我同意 SMIC 有完全之所属权,可以由 SMIC 使用安排和处理。即使我离开 SMIC 1 (至少两年)年之内,相关(上述之项目)之创造仍然属于 SMIC 所有。(SMIC 将按您发明成果贡献大小给予奖励)

SMIC 要求员工决不侵犯别家公司之智能财产权,或同意未经合法手续,决不非法挪用别人智能财产(包括资料,文件或任何与 IP 有关的财产)。

我同意不侵占他人的知识产权,未经履行合法手续不得非法使用他人的知识产权(包括资料、文件或任何与 IP 有关的智力成果)。我决不能抄袭、仿效、侵害、复制第三人的专利权、商标专用权、著作权或任何违反法律的行为。

签名: 任自如 日期: 17/7, 2001

\*\*本同意书须于寄回聘书日、报到日、试用期满日各签认一次。

**Semiconductor Manufacturing Int'l (Shanghai) Corporation**

**INTELLECTURAL PROPERTY RIGHT AGREEMENT**

I, \_\_\_\_\_, as an employee of Semiconductor Manufacturing Int'l (Shanghai) Corporation (SMIC), agree that: any invention-creation which is made by me and is related to business of the company belongs to the company. I have no right in said invention-creation at all. Said invention-creation includes:

- ① design or improvement on semiconductor device, equipment, element, or method;
- ② design or improvement on manufacture procedure or equipment;
- ③ improvement on manufacture method;
- ④ any form of intellectual or practical invention-creation in the semiconductor industry or scientific field development.

I agree that SMIC has complete right in said invention-creation, and SMIC can use and dispose it. Even any related invention-creation as described above that is made within two (at least two years) years since the termination of my employment from SMIC still belongs to SMIC. (SMIC will reward the inventor according to the contribution of the invention achievement.)

SMIC requires that an employee should not infringe other company's intellectual property, or illegally use other's intellectual property (including information, document, or any intellectual achievement related to IP) without authorization.

I agree that I'll not infringe other's intellectual property, or illegally use other's intellectual property (including information, document, or any intellectual achievement related to IP) without authorization. I'll not plagiarism, imitate, infringe, copy a third party's patent right, exclusive right of trademark, or copy right, or carry out any actions against law.

Signature \_\_\_\_\_ Date \_\_\_\_\_