

# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
CHIN YU CHEN	07/02/2007
SAI HUNG LAM	07/02/2007
ZHENG LONG TANG	06/01/2007
<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:	11512662
<b>CORRESPONDENCE DATA</b>	
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<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:	021653-013700US
NAME OF SUBMITTER:	Dah-Bin Kao
Total Attachments: 7 source=021653-013700US PARTIALLY EXECUTED ASSIGNMENT#page1.tif source=021653-013700US PARTIALLY EXECUTED ASSIGNMENT#page2.tif	

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**PATENT**  
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source=021653-013700US COMMUNICATION RE ASSIGNMENT AND NON-SIGNING INVENTOR#page1.tif  
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source=021653-013700US SMIC EMPLOYEE IP RIGHT AGREEMENT IN CHINESE#page1.tif  
source=021653-013700US ENGLISH TRANSLATION OF SMIC EMPLOYEE IP OWNERSHIP AGREEMENT#page1.tif

ASSIGNMENT OF PATENT APPLICATION

JOINT

WHEREAS, Chin Yu Chen of 18 Zhang Jiang Rd. Pudong New Area, Shanghai, 201203; Hsu Sheng Chang of 18 Zhang Jiang Rd. Pudong New Area, Shanghai, 201203; Sai Hung Lam of 18 Zhang Jiang Rd. Pudong New Area, Shanghai, 201203; and Zheng Long Tang of 18 Zhang Jiang Rd. Pudong New Area, Shanghai, 201203, hereinafter referred to as "Assignors," are the inventors of the invention described and set forth in the below-identified application for United States Letters Patent:

Title of Invention: METHOD AND APPARATUS TO PREVENT  
CONTAMINATION OF OPTICAL ELEMENT BY RESIST  
PROCESSING

Date(s) of execution of Declaration:

Filing Date: August 29, 2006

Application No.: 11/512,662; and

WHEREAS, Semiconductor Manufacturing International (Shanghai) Corporation, a corporation of People's Republic of China, located at 18 Zhang Jiang Rd., Pudong New Area, Shanghai, 201203, hereinafter referred to as "ASSIGNEE," is desirous of acquiring an interest in the invention and application and in any U.S. Letters Patent and Registrations which may be granted on the same;

For good and valuable consideration, receipt of which is hereby acknowledged by Assignors, Assignors have assigned, and by these presents do assign to Assignee all right, title and interest in and to the invention and application and to all foreign counterparts (including patent, utility model and industrial designs), and in and to any Letters Patent and Registrations which may hereafter be granted on the same in the United States and all countries throughout the world, and to claim the priority from the application as provided by the Paris Convention. The right, title and interest is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignors had this Assignment not been made, for the full term of any Letters Patent and Registrations which may be granted thereon, or of any division, renewal, continuation in whole or in part, substitution, conversion, reissue, prolongation or extension thereof.

Assignors further agree that they will, without charge to Assignee, but at Assignee's expense, (a) cooperate with Assignee in the prosecution of U.S. Patent applications and foreign counterparts on the invention and any improvements, (b) execute, verify, acknowledge and deliver all such further papers, including patent applications and instruments of transfer, and (c) perform such other acts as Assignee lawfully may request to obtain or maintain Letters Patent and Registrations for the invention and improvements in any and all countries, and to vest title thereto in Assignee, or Assignee's successors and assigns.

Assignors hereby authorize and request Townsend and Townsend and Crew LLP, Two Embarcadero Center, Eighth Floor, San Francisco, CA 94111-3834, to insert herein above the application number and filing date of said application when known.

IN TESTIMONY WHEREOF, Assignors have signed their names on the dates indicated.

Dated: 8/29/06

Chin Yu Chen  
Chin Yu Chen

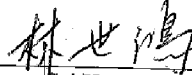
Assignment  
Attorney Docket No.: 021653-013700US  
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Dated: \_\_\_\_\_

Dated: 2-7-2007

Dated: \_\_\_\_\_

\_\_\_\_\_  
Hsu Sheng Chang

\_\_\_\_\_  
  
Sai Hung Lam

\_\_\_\_\_  
Zheng Long Tang

60873620 v1

Assignment

Attorney Docket No.: 021653-013700US

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Dated: \_\_\_\_\_

\_\_\_\_\_  
Hsu Sheng Chang

Dated: \_\_\_\_\_

\_\_\_\_\_  
Sai Hung Lam

Dated: 2007.6.1

唐正隆  
\_\_\_\_\_  
Zheng Long Tang

60873620 v1

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

In re application of:

CHIN YU CHEN *et al.*

Application No.: 11/512,662

Filed: August 29, 2006

For: METHOD AND APPARATUS  
TO PREVENT  
CONTAMINATION OF  
OPTICAL ELEMENT BY  
RESIST PROCESSING

Customer No.: 20350

Confirmation No.: 2084

Examiner: Whitesell Gordon, Steven H

Art Unit: 2851

**COMMUNICATION REGARDING  
ASSIGNMENT OF PATENT APPLICATION**

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

Commissioner:

Submitted for recordation is executed assignment of this Application by three of the four co-inventors: Chin Yu Chen, Sai Hung Lam, and Zheng Long Tang.

The fourth co-inventor Mr. Hsu Sheng Chang 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.

Mr. Hsu Sheng Chang no longer works at SMIC and cannot be reached for signing the declaration and assignment of this Application. A petition under 37 C.F.R. §147(a) for non-signing inventor was filed on behalf of Mr. Hsu Sheng Chang. The petition was granted March 1, 2007.

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PATENT

If the Examiner believes a telephone conference would expedite prosecution of this application, please telephone the undersigned at (650) 326-2400.

Respectfully submitted,

/Dah-Bin Kao/

Dah-Bin Kao  
Reg. No. 53,092

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

62476043 v1

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 张旭昇 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 2 (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: 张旭昇 日期: 2011.8.2

\*\*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 \_\_\_\_\_