

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>De Yuan Xiao</td> <td>02/11/2008</td> </tr> <tr> <td>Gary Chen</td> <td>10/26/2001</td> </tr> <tr> <td>Roger Lee</td> <td>01/20/2002</td> </tr> </tbody> </table>		Name	Execution Date	De Yuan Xiao	02/11/2008	Gary Chen	10/26/2001	Roger Lee	01/20/2002		
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<table border="1"> <tr> <td>Name:</td> <td>Semiconductor Manufacturing International (Shanghai) Corporation</td> </tr> <tr> <td>Street Address:</td> <td>18 Zhang Jiang Rd., Pudong New Area</td> </tr> <tr> <td>City:</td> <td>Shanghai</td> </tr> <tr> <td>State/Country:</td> <td>CHINA</td> </tr> <tr> <td>Postal Code:</td> <td>201203</td> </tr> </table>		Name:	Semiconductor Manufacturing International (Shanghai) Corporation	Street Address:	18 Zhang Jiang Rd., Pudong New Area	City:	Shanghai	State/Country:	CHINA	Postal Code:	201203
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PROPERTY NUMBERS Total: 1											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>12880039</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	12880039						
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CORRESPONDENCE DATA											
<p>Fax Number: 6503262422 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 650-326-2400 Email: mtejera@kilpatricktownsend.com Correspondent Name: Kilpatrick Townsend & Stockton LLP Address Line 1: Two Embarcadero Center Address Line 2: Eighth Floor Address Line 4: San Francisco, CALIFORNIA 94111-3834</p>											
ATTORNEY DOCKET NUMBER:	87720-021500US-711796										
NAME OF SUBMITTER:	Dah-Bin Kao										
<p>Total Attachments: 17 source=87720-021500US-711796-Assigment Supporting Documents for Recordation (4)#page1.tif</p>											

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:

De Yuan Xiao et al.

Application No.: 12/880,039

Filed: September 10, 2010

For: A 3-D ELECTRICALLY
PROGRAMMABLE AND ERASABLE
SINGLE-TRANSISTOR NON-
VOLATILE SEMICONDUCTOR
MEMORY DEVICE

Customer No.: 20350

Confirmation No.: 8311

Examiner: Paul A. Budd

Technology Center/Art Unit: 2815

**COMMUNICATION REGARDING
ASSIGNMENT OF PATENT
APPLICATION**

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

Commissioner:

Submitted for recordation is executed assignment of this Application by one of the three co-inventors: De Yuan Xiao.

The other two co-inventors, Mr. Gary Chen and Mr. Roger Lee, no longer work at Semiconductor Manufacturing International (Shanghai) Corporation (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. Gary Chen and Mr. Roger Lee on November 23, 2010. The petition was granted on December 20, 2010. In addition, Mr. Gary Chen has conveyed the right of all his company-related inventions to Semiconductor Manufacturing International (Shanghai) Corporation (SMIC) in an EMPLOYEE INTELLECTUAL PROPERTY RIGHT AGREEMENT. A Chinese version of the agreement signed by Mr. Gary Chen is hereby submitted for recordation. Also submitted is an English version of the agreement provided by SMIC. Furthermore, Mr. Roger Lee has conveyed the

right of all his company-related inventions to Semiconductor Manufacturing International (Shanghai) Corporation in an INVENTION ASSIGNMENT AND ARBITRATION AGREEMENT, which is also hereby submitted for recordation.

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

Registration No. 53,092

KILPATRICK TOWNSEND & STOCKTON LLP

Two Embarcadero Center, Eighth Floor

San Francisco, California 94111-3834

Tel: 415 576 0200

Fax: 415 576 0300

Attachments

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United States Patent and Trademark Office
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Alexandria, VA 22313-1450
www.uspto.gov

TOWNSEND AND TOWNSEND AND CREW, LLP
TWO EMBARCADERO CENTER
EIGHTH FLOOR
SAN FRANCISCO CA 94111-3834

MAILED

DEC 20 2010

OFFICE OF PETITIONS

In re Application of
Xiao, et al.

Application No.: 12/880,039

Filed: September 10, 2010

Attorney Docket No: 021653-021500US

Invention: **3-D ELECTRICALLY PROGRAMMABLE AND
ERASABLE SINGLE-TRANSISTOR NON-VOLATILE
SEMICONDUCTOR MEMORY DEVICE**

:
:
: DECISION ACCORDING
: RULE 47(a) STATUS

This is in response to the petition under 37 CFR 1.47(a), filed November 23, 2010.

The petition is **GRANTED**.

The above-identified application and papers have been reviewed and found in compliance with 37 CFR 1.47(a). This application is hereby accorded Rule 1.47(a) status.

The above-cited application was filed on September 10, 2010, without a properly executed declaration. A Notice to File Missing Parts of Nonprovisional Application was mailed on September 23, 2010, allowing a shortened period for reply of two months from its mailing date. Extensions of the time set for reply were available pursuant to 37 CFR 1.136(a). The notice required a proper oath or declaration to be filed and payment of a surcharge. The instant petition was filed on November 23, 2010.

Petitioner has shown that inventors Chen and Lee cannot be located to join the prosecution of the application. The above-identified application and papers have been reviewed and found in compliance with 37 CFR 1.47(a). This application is hereby accorded Rule 1.47(a) status.

As provided in Rule 1.47(c), this Office will forward notice of this application's filing to the non-signing inventor at the address given in the petition. Notice of the filing of this application will also be published in the Official Gazette.

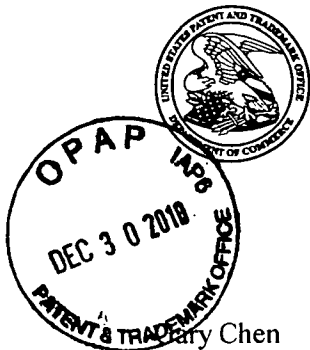
This application will be forwarded to the Office of Patent Application Processing for further processing.

Telephone inquiries concerning this decision should be directed to the undersigned at (571) 272-3222.

/Kenya A. McLaughlin/

Kenya A. McLaughlin
Petitions Attorney
Office of Petitions

PATENT
REEL: 029853 FRAME: 0596



UNITED STATES PATENT AND TRADEMARK OFFICE

Commissioner for Patents
United States Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450
www.uspto.gov

MAILED

DEC 20 2010

OFFICE OF PETITIONS

: LETTER

Kenya A. Chen

12774W Goldenbrook Court

Boise, ID 83713

In re Application of

Xiao, et al.

Application No.: 12/880,039

Filed: September 10, 2010

Attorney Docket No: 021653-021500US

Invention: **3-D ELECTRICALLY PROGRAMMABLE AND
ERASABLE SINGLE-TRANSISTOR NON-VOLATILE
SEMICONDUCTOR MEMORY DEVICE**

Dear Mr. Chen:

You are named as a joint inventor in the above-identified United States patent application filed under the provisions of 35 U.S.C. 116 (United States Code) and 37 CFR 1.47(a), Rules of Practice in Patent Cases. Should a patent be granted on the application you will be designated therein as a joint inventor.

As a joint inventor, you are entitled to inspect any paper in the file wrapper of the application, order copies of all or any part thereof (at a prepaid cost per 37 CFR 1.19) or make your position of record in the application. Alternatively, you may arrange to do any of the preceding through a registered patent attorney or agent presenting written authorization from you. If you care to join the application, counsel of record (see below) would presumably assist you. Joining in the application would entail the filing of an appropriate oath or declaration by you pursuant to 37 CFR 1.63.

Telephone inquiries regarding this communication should be directed to Petitions Attorney Kenya A. McLaughlin at (571) 272-3222. Requests for information regarding your application should be directed to the File Information Unit at (703) 308-2733. Information regarding how to pay for and order a copy of the application, or a specific paper in the application, should be directed to Certification Division at (703) 308-9726 or 1-800-972-6382 (outside the Washington D.C. area).

/Kenya A. McLaughlin/

Kenya A. McLaughlin
Petitions Attorney
Office of Petitions

TOWNSEND AND TOWNSEND AND CREW, LLP
TWO EMBARCADERO CENTER
EIGHTH FLOOR
SAN FRANCISCO CA 94111-3834



UNITED STATES PATENT AND TRADEMARK OFFICE

Commissioner for Patents
United States Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450
www.uspto.gov

Roger Lee
221 Song Xin Road 7F
Xin Yi District
Taiwan, Taipei

MAILED

DEC 20 2010

OFFICE OF PETITIONS

In re Application of
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Application No.: 12/880,039

Filed: September 10, 2010

Attorney Docket No: 021653-021500US

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Petitions Attorney
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TWO EMBARCADERO CENTER
EIGHTH FLOOR
SAN FRANCISCO CA 94111-3834

PATENT
REEL: 029853 FRAME: 0598



UNITED STATES PATENT AND TRADEMARK OFFICE

Commissioner for Patents
United States Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450
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Gary Chen
12774W Goldenbrook Court
Boise, ID 83713

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In re Application of
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Office of Petitions

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TWO EMBARCADERO CENTER
EIGHTH FLOOR
SAN FRANCISCO CA 94111-3834

PATENT
REEL: 029853 FRAME: 0599

Organization _____ Bldg./Room _____
UNITED STATES PATENT AND TRADEMARK OFFICE
P.O. Box 1450
Alexandria, Va. 22313-1450
If Undeliverable Return In Ten Days

Official Business
Penalty For Private Use, \$300

AN EQUAL OPPORTUNITY EMPLOYER



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MAILED FROM ZIP CODE 22314



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USPTO MAIL CENTER

Gary Chen
12774W Goldenbrook Court
Boise, ID 837

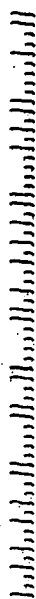
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NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

EC: 22313145050 *0395-03093-25-29

2231301450



ASSIGNMENT OF PATENT APPLICATION

JOINT

WHEREAS, De Yuan Xiao of 18 Zhang Jiang Rd. Pudong New Area, Shanghai, 201203 People's Republic of China; Gary Chen of 18 Zhang Jiang Rd. Pudong New Area, Shanghai, 201203 People's Republic of China; and Roger Lee of 18 Zhang Jiang Rd. Pudong New Area, Shanghai, 201203 People's Republic of China, 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: **A 3-D ELECTRICALLY PROGRAMMABLE AND
ERASABLE SINGLE-TRANSISTOR NON-VOLATILE
SEMICONDUCTOR MEMORY DEVICE**

Filing Date: Not Yet Assigned

Application No.: Not Yet Assigned ; 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 People's Republic of China, 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: 11 Feb. 2008

De Yuan Xiao

De Yuan Xiao

Dated: _____

Gary Chen

Assignment
Attorney Docket No.: 021653-021500US
Page 2

Dated: _____

Roger Lee

61000268 v1

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

智能财产所有权同意书

我 Gary Chen 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,我自己完全没有所有权。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 有完全之所有权,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: Li H. J. 日期: 10/26/2001

**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

INTELLECTUAL 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 _____

7/20/85

**SEMICONDUCTOR MANUFACTURING INTERNATIONAL CORPORATION
(SHANGHAI)**

**CONFIDENTIAL INFORMATION,
INVENTION ASSIGNMENT
AND ARBITRATION AGREEMENT**

In consideration of my employment or continued employment with Semiconductor Manufacturing International Corporation (Shanghai) (hereinafter referred to as the "Company"), a subsidiary of Semiconductor Manufacturing International Corporation, a Cayman Islands company (hereinafter referred to as the "Parent Company"), and the compensation now and hereafter paid to me by the Company, I hereby agree to enter into this Agreement. For the purposes of this Agreement, "Group" means the Company and any company which is for the time being and from time to time, the holding company, parent or subsidiary of the Company, or a subsidiary of the holding company or parent of the Company or of a subsidiary of the Company.

Redacted

Redacted

(b) Assignment of Inventions: I agree that I will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company and the Parent Company, and hereby assign to the Parent Company, or its designee, all my right, title, and interest in and to any and all inventions, original works of authorship, developments, concepts, improvements, designs, discoveries, ideas, trademarks or trade secrets, processes, copyright works, know-how, any other work's information or matter which gives rise or may give rise to any intellectual property of whatsoever nature, whether or not patentable or registrable under any law of any country, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time I am in the employ of the Company (collectively referred to as "Inventions"), except as provided in Section 3(e) below. I

Redacted

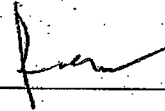
(d) Patent and Copyright Registrations. I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Parent Company's (or its designee's) rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Parent Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, when it is in my power to do so, any such instrument or papers shall continue after the termination of this Agreement. If the Company is unable because of my mental or physical incapacity or for any other reason to secure my signature to apply for or to pursue any application for any United States or foreign patents or copyright registrations covering Inventions or original works of authorship assigned to the Parent Company as above, then I hereby irrevocably designate and appoint the Parent Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by me.

Redacted

(c) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be enforceable, and all of which together shall constitute one agreement.

Date: 1-25-2002

Signature



Name of Employee (typed or printed)

ROGER LEE

Witness