

## PATENT ASSIGNMENT

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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>04/12/2010</td> </tr> <tr> <td>Guo Qing 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	04/12/2010	Guo Qing Chen	10/26/2001	Roger Lee	01/20/2002		
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RECEIVING PARTY DATA											
<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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CORRESPONDENCE DATA											
Fax Number: 6503262422 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> 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											
ATTORNEY DOCKET NUMBER:	87720-019600US-705466										
NAME OF SUBMITTER:	Dah-Bin Kao										
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**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re application of:

De Yuan Xiao et al.

Application No.: 12/986,130

Filed: Jan 6, 2011

For: HYBRID INTEGRATED  
SEMICONDUCTOR TRI-GATE AND  
SPLIT DUAL-GATE FINFET DEVICES  
AND METHOD FOR  
MANUFACTURING

Customer No.: 20350

Confirmation No.: 5732

Examiner: Fang-Xing Jiang

Technology Center/Art Unit: 2815

**COMMUNICATION REGARDING  
ASSIGNMENT OF PATENT  
APPLICATION**

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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. Guo Qing (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. Guo Qing (Gary) Chen and Mr. Roger Lee on October 12, 2011. The petition was granted on October 26, 2011. In addition, Mr. Guo Qing (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. Guo Qing (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



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](http://www.uspto.gov)

KILPATRICK TOWNSEND & STOCKTON LLP  
TWO EMBARCADERO CENTER  
EIGHTH FLOOR  
SAN FRANCISCO CA 94111-3834

**MAILED**  
**OCT 26 2011**  
**OFFICE OF PETITIONS**

In re Application of :  
Xiao et al. : DECISION ACCORDING STATUS  
Application No. 12/986,130 : UNDER 37 CFR 1.47(a)  
Filed: January 6, 2011 :  
Attorney Docket No. 87720-705466 :  
(019600US) :

This is in response to the renewed petition under 37 CFR 1.47(a), filed October 12, 2011.

The petition is granted.


Petitioner has shown that the non-signing inventor, Roger Lee, has constructively refused to join in the filing of the above-identified application and the non-signing inventor, Guo Qing Chen, cannot be found to join in the filing of the above-identified application.

The 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 37 CFR 1.47(c), this Office will forward notice of this application's filing to the non-signing inventors at the addresses given in the petition. Notice of the filing of this application will also be published in the Official Gazette.

This application is being referred to the Office of Patent Application Processing for further pre-examination processing.

Telephone inquiries should be directed to the undersigned at (571) 272-3230.

  
Shirene Willis Brantley  
Senior Petitions Attorney  
Office of Petitions

**PATENT**  
**REEL: 029862 FRAME: 0707**



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](http://www.uspto.gov)

ROGER LEE  
2697 W. DEERFIELD CT.  
EAGLE ID 83616

**MAILED**

**OCT 26 2011**

**OFFICE OF PETITIONS**

In re Application of :  
Xiao et al. :  
Application No. 12/986,130 : LETTER  
Filed: January 6, 2011 :  
Attorney Docket No. 87720-705466 :  
(019600US) :

Dear Mr. Lee:

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 named 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 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 the undersigned at (571) 272-3230. 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 the Certification Division at (571) 272-3150 or 1 (800) 972-6382 (outside the Washington, DC area).

*Shirene Willis Brantley*

Shirene Willis Brantley  
Senior Petitions Attorney  
Office of Petitions

ATTORNEYS OF RECORD: KILPATRICK TOWNSEND & STOCKTON LLP  
TWO EMBARCADERO CENTER  
EIGHTH FLOOR  
SAN FRANCISCO CA 94111-3834

**PATENT**  
**REEL: 029862 FRAME: 0708**



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

GUO QING CHEN  
12774 W. GOLDENBROOK CT.  
BOISE ID 83713

In re Application of :  
Xiao et al. :  
Application No. 12/986,130 : LETTER  
Filed: January 6, 2011 :  
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(019600US) :

MAILED  
OCT 26 2011  
OFFICE OF PETITIONS

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 named 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 the application would entail the filing of an appropriate oath or declaration by you pursuant to 37 CFR 1.63.

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*Shirene Willis Brantley*  
Shirene Willis Brantley  
Senior Petitions Attorney  
Office of Petitions

ATTORNEYS OF RECORD: KILPATRICK TOWNSEND & STOCKTON LLP  
TWO EMBARCADERO CENTER  
EIGHTH FLOOR  
SAN FRANCISCO CA 94111-3834

PATENT  
REEL: 029862 FRAME: 0709

ASSIGNMENT OF PATENT APPLICATION

JOINT

WHEREAS, DeYuan Xiao of 18 Zhang Jiang Rd., Pudong New Area, Shanghai, 201203; People's Republic of China, Guo Qing 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: **HYBRID INTEGRATED SEMICONDUCTOR TRI-GATE AND SPLIT DUAL-GATE FINFET DEVICES AND METHOD FOR MANUFACTURING**

Date(s) of execution of Declaration:

Filing Date:

Application No.: ; 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 Assignor, 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: Apr. 12, 2010

DeYuan Xiao  
DeYuan Xiao



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

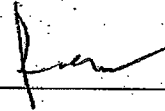
(d) Patent and Copyright Registrations. I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Parent Company's (or its designee's) rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating 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