# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT2718359

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|---|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |

CONVEYING PARTY DATA

| Name | Execution Date |
|---|---|
| TAIWAN SEMICONDUCTOR MANUFACTURING COMPANY LIMITED | 12/18/2013 |

RECEIVING PARTY DATA

| | |
|---|---|
| Name: | TSMC CHINA COMPANY LIMITED |
| Street Address: | 4000, WEN XIANG RD., SONGJIANG |
| City: | SHANGHAI |
| State/Country: | CHINA |
| Postal Code: | 201616 |

PROPERTY NUMBERS Total: 10

| Property Type | Number |
|---|---|
| Patent Number: | 5895244 |
| Patent Number: | 5899741 |
| Patent Number: | 6025273 |
| Patent Number: | 6030732 |
| Patent Number: | 6057186 |
| Patent Number: | 6090674 |
| Patent Number: | 6130013 |
| Patent Number: | 5929509 |
| Patent Number: | 5932929 |
| Patent Number: | 6033969 |

CORRESPONDENCE DATA

| | |
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|---|---|
| ATTORNEY DOCKET NUMBER: | 252011-9010 |
| NAME OF SUBMITTER: | DANIEL R. MCCLURE |
| Signature: | /Daniel R. McClure/ |
| Date: | 02/07/2014 |

Total Attachments: 3
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## EXHIBIT B

## PATENT ASSIGNMENT

**THIS ASSIGNMENT** (the "Assignment"), effective as of December 18, 2013 is made by and between by and between TSMC China Company Limited, a People's Republic of China corporation ("Assignee"), and Taiwan Semiconductor Manufacturing Company Limited, a Taiwan, Republic of China corporation (the "Assignor"). Assignee and Assignor are referred to herein as the "Parties" and each individually as a "Party."

## WITNESSETH:

**WHEREAS**, the Parties entered into that certain Asset Purchase Agreement, dated as of December 18, 2013, by and among, Assignor and Assignee (the "Purchase Agreement");

**WHEREAS**, pursuant to the Purchase Agreement, Assignor agreed to transfer to Assignee all of the rights, title and interest of Assignor in and to certain assets, properties, rights and interests, including without limitation, certain Patent Rights (as defined in the Purchase Agreement);

**WHEREAS**, Assignee is desirous of acquiring (and Assignor is desirous of assigning to Assignee) the entire rights, title and interest in and to the Patent Rights and the inventions disclosed and/or claimed in the Patent Rights, and in and to any and all Letters Patents worldwide which may be obtained therefor;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor does hereby sell, assign, transfer, and convey to Assignee to the maximum extent provided under law, all of Assignor's entire worldwide rights, title and interest in, to, and under the Patent Rights, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, as assignee of its entire rights, title and interest therein and in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity) and the rights to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.

2. Assignor hereby covenants and agrees that Assignor will not execute any writing or do any act whatsoever conflicting with this Assignment, and that Assignor will, at any time upon request, without further or additional consideration but at the expense of Assignee, execute such additional assignments and other writings and do such additional acts as Assignee may deem necessary or desirable to perfect Assignee's enjoyment of this grant, and render all necessary or desirable assistance in making application for and obtaining original, divisional, continuations, continuation-in-part, reexamined, reissued, or extended letters

patent or of any and all foreign countries on said inventions, and in enforcing any rights or causes of action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and/or by executing preliminary statements and other affidavits.

3. The Parties authorize and request that the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign countries, record Assignee as the owner of record for the Patent Rights and issue the patent for the pending Patent Rights to the Assignee upon issuance.

4. All disputes, claims or controversies arising out of this Assignment, or the negotiation, validity or performance of this Assignment, or the transactions contemplated hereby shall be governed by and construed in accordance with the laws of the Republic of China without regard to its rules of conflict of laws.

5. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

6. If any provision of this Assignment or the application of any such provision to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

7. This Assignment may be executed in two (2) counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Assignment to be duly executed in duplicate originals by their duly authorized representative as of the day and year first above written.

**TAIWAN SEMICONDUCTOR MANUFACTURING COMPANY LIMITED (as Assignor)**

By: ____________________
Name: Richard L. Thurston
Title: Senior Vice President and General Counsel

**TSMC China Company Limited (as Assignee)**

By: ____________________
Name: L.C. Tu
Title: President

# Exhibit A

## Patent Rights

| Patent No. | US Issued Date | US Filing Date | Expiration Date | US Patent Title |
|---|---|---|---|---|
| 5895244 | 04/20/1999 | 01/08/1998 | 01/07/2018 | Process to fabricate ulta-short channel NMOSFETS with self-aligned contact |
| 5899741 | 05/04/1999 | 03/18/1998 | 03/17/2018 | Method of manufacturing low resistance and low junction leakage contact. |
| 6025273 | 02/15/2000 | 04/06/1998 | 04/05/2018 | Method for etching reliable small contact holes with improved profiles for semiconductor integrated circuits using a carbon doped hard mask |
| 6030732 | 02/29/2000 | 01/07/1999 | 01/06/2019 | In-situ etch process control monitor. |
| 6057186 | 05/02/2000 | 07/31/1998 | 07/30/2018 | Method to improve butted contact resistance of an SRAM by double Vcc implanatation |
| 6090674 | 07/18/2000 | 11/09/1998 | 11/08/2018 | Method of forming a hole in the sub quarter micron range |
| 6130013 | 10/10/2000 | 05/24/1999 | 05/23/2019 | Birefringent interlayer for attenuating standing wave photoexposure of a photoresist layer formed over a reflective layer |
| 5929509 | 07/27/1999 | 12/04/1997 | 12/03/2017 | Wafer edge seal ring structure |
| 5932929 | 08/03/1999 | 10/06/1997 | 10/05/2017 | Tungsten tunnel-free process |
| 6033969 | 03/07/2000 | 09/30/1996 | 09/29/2016 | Method of forming a shallow trench isolation that has rounded and protected corners |

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