502700383 02/27/2014

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT2746988

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
GUOBIN YU	02/12/2014
JING LIN	02/12/2014

RECEIVING PARTY DATA

Name:	Semiconductor Manufacturing International (Beijing) Corporation	
Street Address:	18 Wen Chang Road, Economic-Technological Development Area, Daxing District	
City:	Beijing	
State/Country:	CHINA	
Postal Code:	100176	

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Street Address:	18 ZHANG JIANG ROAD, PUDONG NEW AREA	
City:	SHANGHAI	
State/Country:	CHINA	
Postal Code:	201203	

PROPERTY NUMBERS Total: 1

Property Type	Number	
Application Number:	14189448	

CORRESPONDENCE DATA

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PATENT

502700383 REEL: 032318 FRAME: 0708

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ATTORNEY DOCKET NUMBER:	87720-033000US-878932
NAME OF SUBMITTER:	DAH-BIN KAO
Signature:	/Dah-Bin Kao/
Date:	02/27/2014
Total Attachments: 2 source=87720-033000US-878932 EXECUTED ASSIGNMENT#page1.tif source=87720-033000US-878932 EXECUTED ASSIGNMENT#page2.tif	

PATENT REEL: 032318 FRAME: 0709

Attorney Docket No. 87720-033000US-878932

ASSIGNMENT (Patent Application)

We, the undersigned, have invented certain inventions and improvements disclosed in a utility (provisional or non-provisional) or design patent application entitled

"FINFET DEVICE AND METHOD OF FORMING FIN IN THE SAME,"

the specification of which is provided with this Assignment and identified by the Attorney Docket No. above.

For one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which we acknowledge, we:

- 1. Agree to assign, transfer, convey, and sell, hereby assign, transfer, convey, and sell and have assigned, transferred, conveyed, and sold to Semiconductor Manufacturing International (Beijing) Corporation, a corporation of the People's Republic of China, having a principal place of business at 18 Wen Chang Road, Economical-Technological Development Area, Daxing District, Beijing 100176, People's Republic of China and Semiconductor Manufacturing International (Shanghai) Corporation, a corporation of the People's Republic of China, having a principal place of business at 18 Zhang Jiang Road, Pudong New Area, Shanghai 201203, People's Republic of China ("Assignees"), the entire right, title, and interest in and to:
 - (a) all intellectual property (including, without limitation, any innovation, information, invention, discovery, product, process, work or design) disclosed, embodied, shown, or claimed in the above-referenced patent application, implicitly or explicitly;
 - (b) the above-referenced patent application, the right to claim priority to the above-referenced patent application, all applications based in whole or in part upon the above-referenced patent application, including, without limitation, all applications that are a provisional, non-provisional, design, divisional, continuation, continuation-in-part, registration, utility model, industrial design, reissue, renewal, substitute, extension, reexamination, post-grant review, inter partes review, supplemental examination or non-U.S. patent application or application for other rights based in whole or in part on the above-referenced patent application;
 - (c) all patents (including, without limitation, all U.S. and non-U.S. patents, registrations, utility models, industrial designs, design patents, counterparts, continuations, continuations-in-part, divisionals, reissues, renewals, substitutes, extensions, reexaminations, post-grant reviews, interpartes reviews and supplemental examinations) that are granted or issued

PATENT REEL: 032318 FRAME: 0710 ASSIGNMENT FINFET DEVICE AND METHOD OF FORMING FIN IN THE SAME Attorney Docket No. 87720-033000US-878932 Page 2 of 2

> upon, or that claim priority to, any and all applications described in (b) of this paragraph or that disclose or claim intellectual property described in (a) of this paragraph, in whole or in part; and

- (d) all claims for damages by reason of past infringement of any rights under the applications or patents described in (a), (b) or (c) of this paragraph (including provisional rights to reasonable royalties pursuant to 35 U.S.C. §154(d)) and the right to sue for and collect such damages and royalties for Assignee's own use.
- Authorize and request the U.S. Patent and Trademark Office or any other U.S. or non-U.S. agency to issue to the Assignee any and all patent(s), or other rights or documents, resulting from the intellectual property, patent application(s) and patents described in paragraph 1 of this Assignment.
- 3. Agree to sign all papers and documents, including without limitation, applications, declarations, oaths and petitions, and, at the Assignee's expense, perform any other acts that are necessary in connection with prosecution of patent application(s) or intellectual property described in paragraph 1 of this Assignment and the enforcement of patent(s) or other rights resulting from such patent application(s) or intellectual property.
- 4. Agree that the terms, covenants, and conditions of this Assignment shall inure to the benefit of the Assignee, its successors, assigns and other legal representative, and shall be binding upon us, as well as our heirs, legal representatives, and assigns.
- 5. Promise and affirm that we have not entered, and will not enter, into any assignment, contract, or understanding that conflicts with this Assignment.
- Authorize Kilpatrick Townsend & Stockton to insert above the application number and filing date of the above-described patent application when known.

Signed on the dates indicated beside our signatures.

Signature:	GUOBIN YU	Date: $\frac{20/4-2-12}{}$
Signature:	JING LIN JINGLIN	Date: 2014 -2 - [2

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