

## PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT3506362

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
DEYUAN XIAO	12/27/2012
GUO QING CHEN	10/26/2001
ROGER LEE	01/25/2002
CHING FU YEN	12/27/2012
SU XING	04/01/2012
XIAO LU HUANG	04/16/2003
YONG SHENG YANG	12/27/2012
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	SEMICONDUCTOR MANUFACTURING INTERNATIONAL (SHANGHAI) CORPORATION
<b>Street Address:</b>	18 ZHANG JIANG ROAD
<b>Internal Address:</b>	PUDONG NEW AREA
<b>City:</b>	SHANGHAI
<b>State/Country:</b>	CHINA
<b>Postal Code:</b>	201203
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	13848707
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(650)326-2422
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	650-326-2400
<b>Email:</b>	ymock@kilpatricktownsend.com
<b>Correspondent Name:</b>	KILPATRICK TOWNSEND & STOCKTON LLP
<b>Address Line 1:</b>	TWO EMBARCADERO CENTER, EIGHTH FLOOR
<b>Address Line 4:</b>	SAN FRANCISCO, CALIFORNIA 94111
<b>ATTORNEY DOCKET NUMBER:</b>	87720-020010US-860368
<b>NAME OF SUBMITTER:</b>	YVONNE MOCK
<b>SIGNATURE:</b>	/Yvonne Mock/

<b>DATE SIGNED:</b>	08/31/2015
<b>Total Attachments: 13</b> source=ASSMNT_87720-020010US-860368#page1.tif source=ASSMNT_87720-020010US-860368#page2.tif source=ASSMNT_87720-020010US-860368#page3.tif source=ASSMNT_87720-020010US-860368#page4.tif source=ASSMNT_87720-020010US-860368#page5.tif source=ASSMNT_87720-020010US-860368#page6.tif source=ASSMNT_87720-020010US-860368#page7.tif source=ASSMNT_87720-020010US-860368#page8.tif source=ASSMNT_87720-020010US-860368#page9.tif source=ASSMNT_87720-020010US-860368#page10.tif source=ASSMNT_87720-020010US-860368#page11.tif source=ASSMNT_87720-020010US-860368#page12.tif source=ASSMNT_87720-020010US-860368#page13.tif	

**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

**“SYSTEM AND METHOD FOR INTEGRATED CIRCUITS WITH  
CYLINDRICAL GATE STRUCTURES,”**

filed with the U.S. Patent & Trademark Office on **March 21, 2013**  
and assigned serial no. **13/848,707**.

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 (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 (“Assignee”), 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, inter partes reviews and supplemental examinations) that are granted or issued upon, or that claim priority to, any and all applications described in (b) of

**ASSIGNMENT  
SYSTEM AND METHOD FOR INTEGRATED CIRCUITS WITH  
CYLINDRICAL GATE STRUCTURES**

**Attorney Docket No. 87720-020010US-860368**

**Page 2 of 3**

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.

2. 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.
6. 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: DeYuan Xiao  
DEYUAN XIAO

Date: Dec. 27, 2012

Signature: \_\_\_\_\_  
GUO QING CHEN

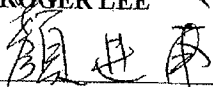
Date: \_\_\_\_\_

E001909 2012-12-27 17:20:18  
Submit time: 2012-12-27 13:30:43 User: E026200

**ASSIGNMENT**  
**SYSTEM AND METHOD FOR INTEGRATED CIRCUITS WITH**  
**CYLINDRICAL GATE STRUCTURES**  
Attorney Docket No. 87720-020010US-860368  
Page 3 of 3

Signature: \_\_\_\_\_  
ROGER LEE

Date: \_\_\_\_\_

Signature:  \_\_\_\_\_  
CHIN FU YEN

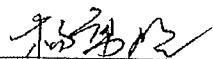
Date: 2012-12-27

Signature: \_\_\_\_\_  
SU XING

Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
XIAO LU HUANG

Date: \_\_\_\_\_

Signature:  \_\_\_\_\_  
YONG SHENG YANG

Date: 2014-12-27

64758542v1

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 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: Liut 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 \_\_\_\_\_

600875

**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

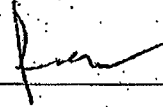
Redacted

(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

(e) 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: 12-25-2002

  
Signature

ROGER LEE  
Name of Employee (typed or printed)

\_\_\_\_\_  
Witness

## 知识产权同意书

作为中芯国际集成电路制造(上海)有限公司(以下简称“公司”)的一名员工,本人所有的一切与公司业务有关的发明创造(以下简称“个人发明创造”),包括执行公司任务或利用公司物质技术条件所完成的,或在离职后两年内所完成的与公司业务有关的发明创造或著作,均属于公司所有。与公司业务有关的发明创造涉及以下四个方面:

1. 半导体产品的设计或改进;
2. 半导体制造工艺或制造方法的设计、或创造、或改进;
3. 半导体装置、设备、仪器、器件的设计、或创造、或改进;
4. 在半导体产业及其相关科学领域,任何形式的智力成果(包括理论及实践)。

本人承认并同意,公司对个人发明创造所衍生的知识产权具有完整的所有权。公司可以拥有、使用、收益及处分该发明创造。

本人明确公司将根据个人发明创造的贡献大小给予奖励,并尊重公司所制定之奖励形式。

本人愿意并遵守中华人民共和国有关知识产权法律、法规及规章、公司制度及有关知识产权的相关规定:

绝不侵犯任何第三人的知识产权;

绝不未经许可或未经履行合法手续使用或复制他人知识产权;

绝不剽窃、抄袭、挪用、侵占他人知识产权;

本人已充分阅读并理解本同意书,鉴于本人与公司的雇佣关系以及公司给予本人的经济利益(无论现在有的或将来可能有的),本人除同意及接受本同意书外,自愿承担因本同意书所产生之任何法律责任。

邵海

2003.4.1

## INTELLECTUAL PROPERTY RIGHT AGREEMENT

As an employee of Semiconductor Manufacturing Int'l (Shanghai) Corporation (SMIC), I agree that: any invention-creation which is made by me during executing the company's assignment or based on the company's material technical condition and is related to business of the company belongs to the company. Even any related invention-creation or literature which is made within two years since my demission from SMIC still belongs to SMIC. The related invention-creation includes:

- ① design or improvement on semiconductor product;
- ② design, creation or improvement on semiconductor manufacture procedure or manufacture method;
- ③ design, creation or improvement on semiconductor equipment, facility, instrument or device;
- ④ any theoretical or practical invention-creation formed in semiconductor industry or scientific field development.

I agree that SMIC has complete right in the said invention-creation, can own, use, revenue and dispose it.

I understand that SMIC will reward the inventor according to the contribution of the invention achievement and respect the company's reward policy.

I understand that the Company shall reward the inventor based on the contribution of inventions, and I respect the Company's decisions on the form of reward.

I agree to abide by the intellectual property laws, regulations and rules of the People's Republic of China, and by the system and relevant intellectual property provisions of the Company, and make the following commitments:

- No infringement of any third party's intellectual property rights;
- No illegal use or copy of intellectual property rights of others if without permission or legal procedures;
- No plagiarism, imitation, misappropriation, or encroachment of other's intellectual property rights.

I have fully read and understood this Agreement. In view of my employment relationship with the Company and economic benefits given by the Company to me (either now or maybe in the future), I agree to and accept this Agreement, and I am willing to bear any legal liability for breaching this Agreement.

(Signature)\_\_\_\_\_

(Date) \_\_\_\_\_

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 黄晓槽 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 两（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，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： 黄晓槽 日期： 2003年4月16日

\*\*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 Huang Xiaolu 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 the said invention-creation at all. The said invention-creation include:

- 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 theoretical or practical invention-creation formed in semiconductor industry or scientific field development.

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I agree that I'll not infringe other's intellectual property, or illegally use others' 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, copy right or carry out any behaviors against law.

Signature Huang Xiaolu Date 16/4 2003