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PATENTS ONLY

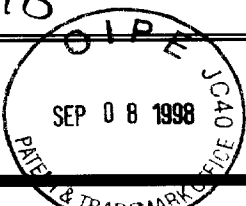
SHEET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

FORM PTO-1595

1-31-92



To the Assistant Commissioner for Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Chun-Hon Chen  
Additional name(s) of conveying party(ies) attached? [ ] Yes [X] No

2. Name and address of receiving party(ies):  
**Name: Macronix International Co., Ltd.**  
**Street Address: No. 3, Creation Road 3rd, Hsinchu**  
**City: Taiwan Republic of China**  
Additional name(s) & address(es) attached?  
[ ] Yes [X] No

3. Nature of conveyance:  
[X] Assignment [ ] Merger  
[ ] Security Agreement [ ] Change of Name  
[ ] Other  
Execution Date: August 15, 1998

4. Application number(s) or patent number(s): 08/632,178  
If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s): 08/632,178

B. Patent No.(s):

Additional numbers attached? [ ] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed:  
**Name: John J. Bruckner**  
**Internal Address: 1117-1**  
**Wilson Sonsini Goodrich & Rosati**  
**650 Page Mill Road**  
**Palo Alto, CA 94304-1050**

6. Total number of applications and patents involved: [1]

7. Total fee (37 CFR 3.41) ..... \$40.00  
[ ] Enclosed  
[X] Authorized to be charged to deposit account

8. Deposit account number: 23-2415  
(Attorney Docket No.: 17538-811)

**DO NOT USE THIS SPACE**

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

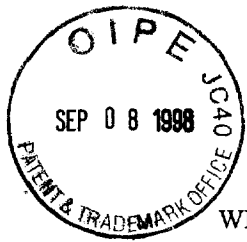
John J. Bruckner  
Name of Person Signing

Signature

Sept 4, '98  
Date

Total number of pages including cover sheet, attachments and document: [5]

10/14/1998 SBURHS 00000102 232415 08632178  
01 FC:581 40.00 CH



**JOINT TO CORPORATE ASSIGNMENT**

WHEREAS, the undersigned,

- (1) Shi-Chung Sun
- (3) Lee-Wei Yen

- (2) Chun-Hon Chen
- (4) Chung-Jung Lin

(hereinafter termed "Inventors"), residents of

- (1) 1001 University Road
- (3) No. 131, 6F, Pow-chung Road

- (2) No. 20, Lane 56, Chung-yang Road
- (4) No. 342, 2F, Chung-cheng Road

respectively, Cities of

- (1) Hsinchu
- (3) Hsin-Tien

- (2) Lung-Jing Village
- (4) Hsin-Tien

respectively, Countries of

- (1) Taiwan (ROC)
- (3) Taiwan

- (2) Taiwan
- (4) Taiwan

respectively, have invented certain new and useful improvements in:

**GATE DIELECTRIC BASED ON OXYNITRIDE GROWN IN N<sub>2</sub>O AND ANNEALED IN NO**

and have executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

- \_\_\_ On the
- (1) \_\_\_ day of \_\_\_\_\_, 1998;
  - (2) \_\_\_ day of \_\_\_\_\_, 1998;
  - (3) \_\_\_ day of \_\_\_\_\_, 1998;
  - (4) \_\_\_ day of \_\_\_\_\_, 1998.

respectively;

Or

- Said application having Application Number 08/632,178 (number will be filled in upon receipt) and filed on the 15th day of April, 1996.

WHEREAS Macronix International Co., Ltd. (hereinafter termed "Assignee"), a corporation of Hsinchu, Taiwan, having a place of business at No.3, Creation Road 3rd, Hsinchu, Taiwan, R.O.C., wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents" applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by each of said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey to said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any or all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed and delivered this instrument to said Assignee on the date of acknowledgment before the Notary Public as given below.

(1) \_\_\_\_\_  
Shi-Chung Sun

(1) State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared Shi-Chung Sun, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

經中華民國台灣新竹市公證人張智德  
WITNESS my hand and official seal.  
公證人 張智德  
Attested on this 15 day AUG 1998, at the Hsin Chu District court, Taiwan, Republic of China, that the signature(s) in this document is/are authentic.  
\*only of Chun-Hon Chen  
Jen Tzu No. 4649  
Chung See Der  
Notary Public

\_\_\_\_\_  
Signature

(2) Chun-Hon Chen  
Chun-Hon Chen

(2) State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared Chun-Hon Chen, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal. \_\_\_\_\_  
Signature

(3) \_\_\_\_\_  
Lee-Wei Yen

(3) State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared Lee-Wei Yen, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal. \_\_\_\_\_  
Signature

1234567



(4) \_\_\_\_\_  
Chun-Jung Lin

(4) State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared  
Chun-Jung Lin, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose  
name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which  
the person(s) acted, executed the instrument.

WITNESS my hand and official seal. \_\_\_\_\_  
Signature