

10-22-1999



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10/8/99

FORM PTO-1595

RECORDATION FORM COVER SHEET
PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE

1-31-92

Patent and Trademark Office

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

10525 U.S. PT
09/415788
10/08/99

1. Name of conveying party(ies):
(1) Chin Yi Huang
(2) Yun Chang; and
(3) Samuel C. Pan

2. Name and address of receiving party(ies):
Name: **Macronix International Co., Ltd.**
Street Address: **No. 3 Creation Road 3rd Science-Based Industrial Park**
City: **Hsinchu, Taiwan, R.O.C.**

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Additional name(s) & address(es) attached?
 Yes No

Execution Date: 30 Aug. 1999 for (1) and (3);
31 Aug. 1999 for (2)

4. Application number(s) or patent number(s): Not yet assigned **09/415788**
If this document is being filed together with a new application, the execution date of the application is: 30 Aug. 1999 for (1) and (3); 31 Aug. 1999 for (2)

A. Patent Application No.(s):
B. Patent No.(s):
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Mark A. Haynes**
Haynes & Beffel LLP
P.O. Box 366
Half Moon Bay, CA 94019

6. Total number of applications and patents involved: [1]
7. Total fee (37 CFR 3.41) \$40.00
 Enclosed **check no. 744**
 Authorized to be charged to deposit account

8. Deposit account number: 50-0869
(Attorney Docket No.: MXIC 1328-1)

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.

Ernest J. Beffel, Jr., Reg. No.: 43,489
Typed Name, Registration Number

Ernest J. Beffel, Jr.
Signature

8 October 1999
Date

Total number of pages including cover sheet, attachments and document: [9]

10/20/1999 NVILLARI 00000021 09415788

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PATENT
REEL: 010318 FRAME: 0223

**JOINT TO CORPORATE
ASSIGNMENT**

WHEREAS, the undersigned,

(1) Chin-Yi HUANG
No. 16, Lane 25
Ming Hu 1 Street
Shuang His Village
Pao Shan, Hsinchu County
Taiwan, R.O.C.
Citizenship: Taiwan, R.O.C.

(2) Yun CHANG
4F, No. 2, Lane 7
Ann Kan Street
Hsinchu, Taiwan, R.O.C.
Citizenship: Taiwan, R.O.C.

(3) Samuel C. PAN
20F-3, No. 50, Lane 20
Da Hsueh Road
Hsinchu, Taiwan, R.O.C.
Citizenship: Taiwan, R.O.C.

hereinafter termed "Inventors", have invented certain new and useful improvements in

A METHOD FOR FORMING A V-SHAPED FLOATING GATE

and have filed an application for a United States patent disclosing and identifying the above invention not yet filed as Application No. not yet assigned (hereinafter termed "application"); OR are filing an such application herewith, and have executed an oath or declaration of inventorship for such application on:

- (1) the 20th day of August, 1999;
- (2) the _____ day of _____, 1999;
- (3) the 30th day of August, 1999;

(hereinafter termed "application"); and

WHEREAS, Macronix International Co., Ltd., a corporation of **Taiwan**, having a place of business at No. 3 Creation Road 3rd, Science-Based Industrial Park, Hsinchu, Taiwan, R.O.C., (hereinafter termed "Assignee"), is desirous of acquiring 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, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

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



1. Said Inventors do hereby sell, assign, transfer and convey unto 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 for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any 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 foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution 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 prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use 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.

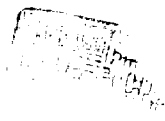
Samuel C. Pan

Samuel C. PAN

Aug. 30, 99
Date

本人之姓名或蓋章，經中華民國台灣新竹地方法院公証處公証人認証。
公証人 張智德
Attested on this 30 day Aug 30 1999
at the Hsin Chu District court, Taiwan, Republic of China. That the signature(s)/seal(s) in this document is/are authentic.

Jen Tzu Na *Chung Gue Der*
Chung Gue Der
Notary Public



State of _____)

County of _____)

On _____, 1999, before me, _____, personally appeared _____,

personally known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(Notary Public)

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ASSIGNMENT**

WHEREAS, the undersigned,

(1) Chin-Yi HUANG
No. 16, Lane 25
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and have filed an application for a United States patent disclosing and identifying the above invention not yet filed as Application No. not yet assigned (hereinafter termed "application"); OR are filing an such application herewith, and have executed an oath or declaration of inventorship for such application on:

- (1) the 0 day of _____, 1999;
- (2) the 31 day of Aug, 1999;
- (3) the _____ day of _____, 1999;

(hereinafter termed "application"); and

WHEREAS, Macronix International Co., Ltd., a corporation of Taiwan, having a place of business at No. 3 Creation Road 3rd, Science-Based Industrial Park, Hsinchu, Taiwan, R.O.C., (hereinafter termed "Assignee"), is desirous of acquiring 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, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

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

1. Said Inventors do hereby sell, assign, transfer and convey unto 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 for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any 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 foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution 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 prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use 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.

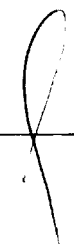
4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below.

State of _____)
County of _____)

Chin-Yi HUANG

Date



On _____, 1999, before me, _____,
personally appeared _____,
 personally known to me or proved to me on the basis of
satisfactory evidence, to be the person whose name is subscribed
to the within instrument and acknowledged to me that he/she
executed the same in his/her authorized capacity, and that by
his/her signature on the instrument the person or the entity upon
behalf of which the person acted, executed the instrument.

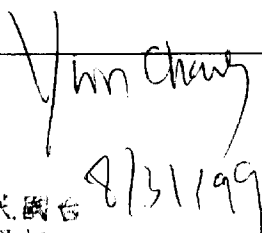
WITNESS my hand and official seal.

(Notary Public)

State of _____)
County of _____)

Yun CHANG

Date




On _____, 1999, before me, _____,
personally appeared _____,
 personally known to me or proved to me on the basis of
satisfactory evidence, to be the person whose name is subscribed
to the within instrument and acknowledged to me that he/she
executed the same in his/her authorized capacity, and that by
his/her signature on the instrument the person or the entity upon
behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(Notary Public)

本文件之簽名或蓋章，經中華民國台灣新竹地方法院公証處公証人認認。
公証人 張智德

Attested on this _____ day, AUG 31 1999
at the Main Chi District court
Taiwan, Republic of China, that the
signature(s)/seal(s) in this docu-
ment is/are authentic.

Jen Tzu Na 
Chung Oee Der
Notary Public

State of _____)
County of _____)

Samuel C. PAN

Date



On _____, 1999, before me, _____,
personally appeared _____,
 personally known to me or proved to me on the basis of
satisfactory evidence, to be the person whose name is subscribed
to the within instrument and acknowledged to me that he/she
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(Notary Public)