

03-07-2000



101282796

Attached original documents or copy thereof.

To the Honorable Commissioner of Patents

1. Name of conveying party(ies): Klaus F. Schuegraf

2. Name and address of receiving party(ies):

Name: Micron Technology, Inc.

Internal Address:

Street Address: 8000 S. Federal Way

City: Boise State: ID ZIP: 83706

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name

Other Assignment of Inventions, Rights, and Confidential Information Agreement

Execution Date: June 8, 1994

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s) 09/333,770

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: David G. Latwesen, Ph.D.

Internal Address: Wells, St. John, Roberts, Gregory & Matkin

Street Address: 601 West First Avenue

Suite 1300

City: Spokane State: WA ZIP: 99201

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number: 23-0925 (Attach duplicate copy of this page if paying by deposit account)

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.

David G. Latwesen, Ph.D. Name of Person Signing

Signature

1/31/00 Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

# MICRON SEMICONDUCTOR, INC.

## ASSIGNMENT OF INVENTIONS, RIGHTS, AND CONFIDENTIAL INFORMATION AGREEMENT

In consideration of my employment by MICRON SEMICONDUCTOR, INC. or any of its affiliated companies (hereinafter, collectively referred to as the employer), I hereby agree as follows:

1. With respect to discoveries, concepts, processes, diagrams, methods, formulae, ideas, and techniques (all hereinafter collectively called "inventions") made or conceived by the employee, whether or not during working hours of his employment or with the use of the employer's or its customers' facilities, materials, or personnel, either solely or jointly with others during employment by the employer if based on or related to subject matter within a field of interest to the employer, without royalty or any other consideration to him therefor:

a) The employee shall inform the employer promptly and fully of such inventions by written report setting forth in detail the procedures employed and results achieved. A report will be submitted by the employee upon completion of any studies or research project undertaken on the employer's behalf, whether or not in the employee's opinion a given project has resulted in an invention.

b) The employee shall apply at the employer's request and expense, for U.S. and foreign letters patent either in the employee's name or otherwise as the employer shall desire.

c) The employee hereby assigns and agrees to assign to the employer all of his rights to such inventions and to applications for U. S. and foreign letters patent and U. S. and/or foreign letters patent granted upon such inventions.

d) The employee shall acknowledge and deliver promptly to the employer, without charge to the employer but at its expense, such written instruments and do such other acts such as giving testimony in support of the employer's inventorship as may be necessary in the opinion of the employer to obtain and maintain U.S. and/or foreign letters patent and to vest the entire right and title to the employer.

2. With respect to any material, diagrams, concepts, formulae, mask works, marks, documents, drawings, logos, or ideas (all hereinafter collectively called "material") which may be registered, trademarked, or copyrighted under any U.S. or foreign statute or procedure made or conceived by the employee whether or not during working hours of his employment or with the use of the employer's or its customers' facilities, materials, or personnel, either solely or jointly with others during employment by the employer if based on or related to subject matter within a field of interest to the employer, without royalty or any other consideration to him therefor:

a) The employee shall inform the employer promptly and fully of such material by written report.

b) The employee shall apply, at the employer's request and expense, for U.S. and foreign registrations, trademarks, or copyrights either in the employee's name or otherwise as the employer shall desire or is required by law.

c) The employee hereby assigns and agrees to assign to the employer all of his rights to such materials, to applications thereon and for U.S. and/or foreign registrations, trademarks, or copyrights granted upon such material.

d) The employee shall acknowledge and deliver promptly to the employer without charge to the employer but at its expense, such testimony in support of the employer's registrations, trademarks, or copyrights as may be necessary in the opinion of the employer to obtain and maintain U.S. and/or foreign registration, trademark, or copyright and to vest the entire right to title to the employer.

3. The employer shall have the royalty free right to use in its business and to make, use, and sell products, processes, and/or services derived from any inventions, material, discoveries, concepts, and ideas, whether or not patentable or registrable, including, but not limited to, processes, methods, formulae, and techniques as well as improvements thereof or know-how related thereto, which are not within the scope of inventions or materials defined herein but which are conceived or made by the employee during the period in which he is employed by the employer or with the use or assistance of the employer's facilities, materials, or personnel.

4. Disclosure of information.

a) Except as required in duties to the employer, the employee will not, directly or indirectly, use, disseminate, disclose, lecture upon, or publish articles concerning any of the employer's or its customers' products, processes, and services, including information relating to research, development, design, inventions, manufacture, purchasing, accounting, engineering, personnel, marketing, merchandising, and selling (hereinafter called "Confidential Information").

b) The employee will not trade or have the appearance of trading the employers stock based on any company inside information.

c) Safeguards - The employee agrees to take reasonable safeguards to protect and respect the employer's confidential and technical information such as:

i) Accessing only such information as is necessary to perform his function and limiting access of information under his control to only such other employees as is necessary to perform their functions.

ii) All documents, drawings, and writings which contain the employer's technical information shall be maintained in a locked file separate and apart from other information in the employee's possession and shall be removed therefrom only as needed to carry out the purposes authorized by performance of employee's duties and responsibilities.

d) Upon termination of employment with the employer, all documents, records, notebooks, and similar repositories of or containing Confidential Information, including copies thereof, then in the Employee's possession, whether prepared by him or others, will be left with the employer.

This agreement has been read, understood, and is agreed to:

6/8/94  
Date

[Signature]  
Employee

[Signature]  
Witness