

12-01-2000

FORM PTO-1595
1-31-92U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101533833

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

1. Name of conveying party(ies):

Peter W. LEE, Fu-Chang HSU and Hsing-YA TSAO

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

3. Nature of Conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Execution Date: 6 October 2000

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

Name: APLUS FLASH TECHNOLOGY, INC.

Internal Address:

Street Address: 780 Montague Expressway - Suite 401

City: San Jose

State: California Zip: 95131-1323

Country: United States of America

Additional name(s) & address(es) attached?

☐ Yes ☒ No

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: 6 October 2000

A. Patent Application No.(s)

B. Patent No.(s)

9/680651

Additional numbers attached? ☐ Yes ☒ No

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

Name: Michael A. KAUFMAN

Internal Address: FLEHR HOHBACH TEST

ALBRITTON & HERBERT LLP

Street Address: Four Embarcadero Center - Suite 3400

City: San Francisco

State: California Zip: 94111-4187

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: 06-1300

Please debit any underpayment or credit any overpayment to the above deposit account.

Our Order No. A-68525/MAK

(Attach duplicate of this page if paying by deposit account)

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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.

Michael A. Kaufman

Name of Person Signing

Michael A. Kaufman

Signature

6 October 2000

Date

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

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Mail documents to be recorded with required cover sheet information to:

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40.00 CH

PATENT
REEL: 011280 FRAME: 0406

ASSIGNMENT

WHEREAS, the undersigned,

(1) Peter W. LEE, (2) Fu-Chang HSU,
(3) Hsing-Ya TSAO,

(hereinafter termed "Inventors"), residents of

(1) Saratoga, (2) San Jose,
(3) San Jose

respectively, Counties of

(1) Santa Clara, (2) Santa Clara,
(3) Santa Clara,

respectively, States of

(1) California, (2) California,
(3) California,

respectively, have invented certain new and useful improvements in
MULTIPLE LEVEL FLASH MEMORY

(Accompanying application)

☒ and have executed concurrently herewith an application for a United States patent disclosing and identifying the invention;

(Not accompanying application)

☐ for which an application for a United States Patent was filed on _____,
having Application Number ____/____.

and

WHEREAS,

APLUS FLASH TECHNOLOGY, INC., a corporation of the State of California,
having a place of business at 780 Montague Expressway, Suite 401, San Jose, California 95131-1323
(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:

I. 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

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PAGE 1 OF 2

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 division, substitution, or continuation 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 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, the said Inventors have executed and delivered this instrument to said Assignee this 6th day of October, 2000.

(1) Peter W. Lee
Peter W. LEE

(2) Fu-Cheng HSU
Fu-Cheng HSU

(3) Hsiung-Ya TSAO
Hsiung-Ya TSAO