

10-18-2001



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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Box Assignment
ASSISTANT COMMISSIONER FOR PATENTS
Washington, D.C. 20231

ASSIGNMENT RECORDATION COVER SHEET

Dear Sir:

Please record the attached Bill of Sale.

1. Name of conveying party:

Hynix Semiconductor America Inc.

2. Name and address of receiving party:

MMC Technology, Inc.
2001 Fortune Drive
San Jose, California 95131

3. Nature of conveyance:

Assignment

The execution date of the Bill of Sale is September 2, 2001.

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

U.S. Patent No. 6,168,831
U.S. Patent No. 6,146,736
U.S. Patent No. 6,095,160
U.S. Application Serial No. 09/408,153
U.S. Application Serial No. 09/576,581
U.S. Application Serial No. 09/584,764
U.S. Application Serial No. 09/584,754
U.S. Application Serial No. 09/583,317
U.S. Application Serial No. 09/584,765

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

David M. Sigmond.
Maxtor Corporation
2452 Clover Basin Drive
Longmont, Colorado 80503

(303) 702-4132

6. Total number of applications and patents involved: 9.

7. Total fee under 37 C.F.R. § 1.21(h): 9 x \$40 = \$360.

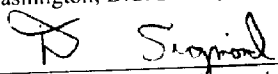
8. Method of Payment:

Please charge the \$360 recordation fee to Deposit Account No. 13-0016 and charge any underpayment or credit any overpayment to this Account.

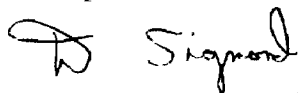
9. Statement and signature.

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.

Total number of pages including cover sheet, attachments and document: 6.

I hereby certify that this correspondence is being deposited with the United States Postal Service as First Class Mail in an envelope addressed to: Assistant Commissioner for Patents, Washington, D.C. 20231, on October 1, 2001.	
 David M. Sigmond Attorney for Applicant	<u>10 / 1 / 01</u> Date of Signature

Respectfully submitted,



David M. Sigmond
Attorney for Applicant
Reg. No. 34,013
(303) 702-4132
(303) 678-3111 (fax)

A duplicate of this Cover Sheet is attached.

Bill of Sale

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, MMC Technology, Inc., a California corporation ("Target"), Hynix Semiconductor America Inc., a California corporation and the sole shareholder of Target ("Shareholder"), and Maxtor Corporation, a Delaware corporation ("Acquiror"), are parties to a certain Agreement and Plan of Reorganization dated as of August 17, 2001 (the "Agreement");

NOW, THEREFORE, pursuant to the provisions of the Agreement and for good and valuable consideration paid to Shareholder, the receipt of which is hereby acknowledged, Shareholder hereby:

(a) grants, sells, sets over, bargains, conveys, assigns, transfers, and delivers to Target, its successors and assigns, effective as of the date hereof, all right, title and interest of Shareholder in, to and under any and all (1) Intellectual Property of Shareholder which is currently used or has been used solely and exclusively in Target's business or (2) Intellectual Property of Shareholder conceived or reduced to practice by employees or contractors of Target which is currently used or has been used solely and exclusively in Target's business (the "Assigned Intellectual Property"), including, but not limited to, the patents and patent applications specified in Exhibit A (the "Assigned Patents"); and

(b) grants a non-terminable, non-exclusive, non-sublicensable, royalty-free, perpetual, worldwide license (the "License") to use in Target's business any and all Intellectual Property that is not Assigned Intellectual Property which is owned by Shareholder and which has been substantially used in Target's business within one year prior to the Effective Time or is currently substantially used in Target's business (the "Licensed Intellectual Property"). Target may only assign or otherwise transfer the License to an acquiror of Target in connection with a merger, acquisition or a sale to such acquiror of all or substantially all of the assets of Target; provided, however, that if any acquiror is a competitor of Hynix Semiconductor Inc. or any of its subsidiaries, the assignment of the License shall require the prior written consent of Shareholder. Any assignment or purported assignment inconsistent with this paragraph, without Shareholder's prior written consent, shall be null and void.

TO HAVE AND TO HOLD the same forever unto Target, its successors and assigns.

The Licensed Intellectual Property is provided to Target on a confidential basis and incorporates trade secrets. Target agrees to keep the Licensed Intellectual Property confidential, and not to disclose it to any other person or entity, except such disclosure or access shall be permitted to employees, consultants or independent contractors requiring access to the Licensed Intellectual Property in the course of their employment or services, provided that prior to such disclosure or access, such persons are bound by written a confidentiality agreement with terms no less stringent than those set forth herein. Target, however, is not restricted with respect to information or data identical or similar to that contained in the Licensed Intellectual Property, but which (i) is or becomes publicly available through no fault of Target; (ii) is or becomes

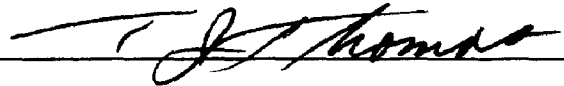
rightfully available to Target by a third party without restrictions on use or disclosure; (iii) is subsequently independently developed by Target without reference to the Licensed Intellectual Property; or (iv) Target is required by law to disclose.

This Bill of Sale shall not be construed as creating warranties in addition to those set forth in the Agreement. This Bill of Sale shall be governed by the laws of the State of California, without giving effect to such state's conflict of laws principles.

Capitalized terms not defined herein shall have the meaning defined in the Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Bill of Sale as of the 2nd day of September, 2001.

Hynix Semiconductor America, Inc. ("Shareholder")

By: 
Title: _____

MMC Technology, Inc. ("Target")

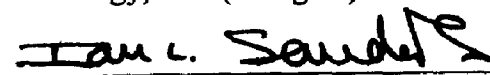
By: 
Title: C.T.O.

Exhibit A

“Assigned Patents” shall mean the following:

- (i) US Patent 6,168,831. Apparatus for differential zone lubrication of magnetic recording media and related methods;**
- (ii) US Patent 6,146,736. Magnetic disk landing zone and method for making;**
- (iii) US Patent 6,095,160. In-situ magnetron assisted DC plasma etching apparatus and method for cleaning magnetic recording disks;**
- (iv) US patent application 09/250,427. Magnetic recording medium with improved performance properties and method;**
- (v) US patent application 09/318,905. Carbon nitride overcoat layer & method for forming;**
- (vi) US patent application 09/408,153. Magnetic recording medium underlayer and method for obtaining a desired lattice parameter therefor;**
- (vii) US patent application 09/470,905. Method of mixing an additive with a solvent for lubrication of magnetic recording media;**
- (viii) US patent application 09/576,581. Magnetic Recording Medium, Precursor and method;**
- (ix) US patent application 09/584,764. Magnetic recording media having adjustable coercivity using multiple magnetic layers and method of making same;**
- (x) US patent application 09/584,754. Magnetic recording media having improved magnetic and parametric performance with chromium alloy underlayer having added aluminum;**
- (xi) US patent application 09/583,317. Magnetic recording media having a layered structure for perpendicular magnetization of a recording layer;**
- (xii) US patent application 09/584,765. Magnetic recording medium having ternary or quaternary alloy seed layer; and**
- (xiii) all foreign patents and patent applications based on any or all of the foregoing.**

STATE OF California)
COUNTY OF Santa Clara) ss.

On Aug 28, 01 before me, C. M. Grondahl
Notary Public, personally appeared Thomas J. Thomas

_____ personally known to me

or

X proved to me on the basis of satisfactory evidence

to be the person~~(s)~~ whose name~~(s)~~ 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

C. M. Grondahl

SIGNATURE OF NOTARY PUBLIC

(SEAL)

