



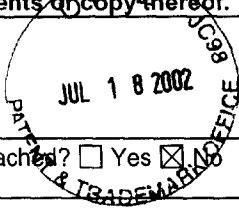
To the Honorable Commissioner of Patent
Please record the attached original documents or copy thereof.

102164620

ATTN. BOX ASSIGNMENTS

10. Name of conveying party(ies):
Bright Microelectronics, Inc.

7-18-02



11. Name and address of receiving party(ies):
Name: Winbond Electronics Corporation

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

Internal Address: No. 4, Creation Road 3

12. Nature of conveyance:

Street Address: Science-Based Industrial Park

Assignment Merger

City: Hsinchu

Security Agreement Change of Name

State: Taiwan R.O.C. Zip Code: N/A

Other:

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

Execution Date: January 19, 1999

Yes No

13. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application: No application being filed

A. Patent Application Number(s):

B. Patent Number(s):

5,280,446

Additional numbers attached?

Yes No

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

Name: Yitai Hu

15. Total number of applications and registrations involved:
1

16. Total fee (37 CFR 3.41): \$40X1 = \$40

Enclosed (Please charge deficiency to deposit account)

Authorized to be charged to deposit account

Internal Address: FINNEGAN, HENDERSON, FARABOW, GARRETT & DUNNER, L.L.P.

Street Address: 1300 I Street, N.W.

City: Washington, D.C.

State: Zip: 20005-3315

17. Deposit Account No.: 06-0916

18. 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.

07/22/2002 DBYRNE 00000182 5280446

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Yitai Hu
Reg. No. 40,653

40.00 OP

Signature

7/18/02
Date

Total number of pages including cover sheet, attachments and documents: 14

ASSIGNMENT

WHEREAS Bright Microelectronics, Inc., a California corporation whose post office address is 1012 Stewart Avenue, Sunnyvale, CA 94086, hereinafter referred to as Assignor, owns and has assigned U.S. patent No. 5,663,907, entitled "FLASH EPROM MEMORY CIRCUIT HAVING SOURCE SIDE INJECTION" ("PATENT"); and

WHEREAS, Winbond Electronics Corporation, a corporation of Taiwan, the Republic of China, whose post office address is Winbond Electronics Corporation, No. 4, Creation Road 3, Science-Based Industrial Park, Hsinchu, Taiwan, R.O.C. (hereinafter referred to as Assignee), is desirous of securing fifty-percent (50%) of Assignor's rights, titles, and interests in and to the APPLICATION;

NOW THEREFORE, be it known that for and in consideration of the sum of One Dollar (\$1.00) in hand paid and other good and valuable consideration the receipt of which from Assignee is hereby acknowledged, Assignor has sold, assigned, transferred, and set over, and does hereby sell, assign transfer, and set over unto the Assignee, its lawful successors and assigns, fifty-percent (50%) of Assignor's right, title, and interest in and to the APPLICATION, all patents, reissues and reexaminations thereof, and Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to record the assignment in accordance with the terms of this Assignment,

AND, ASSIGNOR HEREBY covenants that Assignor has the full right to convey the interest assigned by this Assignment, and Assignor has not executed and will not execute any agreement in conflict with this Assignment;

AND, ASSIGNOR HEREBY further covenants and agree that Assignor will, without further consideration, communicate with Assignee, its successors and assigns, any facts known to Assignor respecting the APPLICATION, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to the APPLICATION in said Assignee, its successors or assigns, execute all patents and reissue patents, make all rightful oaths and generally do everything possible to aid Assignee, its successors and assigns, to obtain and enforce proper patent protection for the APPLICATION in the United States, it being understood that any expense incident to the execution of such papers shall be borne by Assignee, its successors and assigns.

AUTHORIZED SIGNATURE ON BEHALF OF ASSIGNOR DATE

AUTHORIZED SIGNATURE ON BEHALF OF ASSIGNEE DATE

THIS ASSIGNMENT IS subjected to the terms and conditions
^{attached}
listed in THE "BRIDGE LOAN AGREEMENT" signed
between BMY and Winbond on Jan. 19, 1999.
(HM)

LM C.

LOAN AGREEMENT

The LOAN AGREEMENT is entered into as of 19th day of January, 1999 by and between WINBOND INTERNATIONAL CORPORATION ("Lender") and BRIGHT MICRO ELECTRONICS, INC. ("Borrower").

The parties agree as follows:

1. DEFINITIONS AND CONSTRUCTION

1.1 Definitions. As used in this Agreement, the following terms shall have the following definitions:

"Accounts" means all presently existing and hereinafter arising accounts, contract rights, and all other forms of obligations owing to Borrower arising out of the sale or lease of goods (including, without limitation, the licensing of software and other technology) or the rendering of services by Borrower, whether or not earned by performance, and any and all credit insurance, guarantees, and other security therefor, as well as all merchandise returned to or reclaimed by Borrower and Borrower's Books relating to any of the foregoing.

"Advance" or "Advances" means a cash advance under the Facility.

"Borrower's Books" means all of Borrower's books and records including: ledgers; records concerning Borrower's assets or liabilities, business operations or financial condition; and all computer programs, or tape files, and equipment containing such information.

"Business Day" means any day that is not a Saturday, Sunday, or other day on which banks in the State of California are authorized or required to close.

"Code" means the California Uniform Commercial Code.

"Committed Amount" means an Advance or Advances of [REDACTED]

"Event of Default" has the meaning assigned in Article 7 of this Agreement.

"Facility" means the facility under which Borrower may request Lender to extend Advances, as specified in Section 2.1 hereof.

"GAAP" means generally accepted accounting principles as in effect from time to time.

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"Material Adverse Effect" means a material adverse effect on (i) the business operations or condition (financial or otherwise) of Borrower and its subsidiaries taken as a whole or (ii) the ability of Borrower to repay the Obligations or otherwise perform its obligations under this Agreement.

"Maturity Date" means April 18, 1999.

"Obligations" means all loans, advances, debts, liabilities and obligations for monetary amounts owing by Borrower to Lender, whether due or become due, matured or unmatured, liquidated or unliquidated, contingent or non-contingent, and all covenants and duties regarding such amounts, of any kind of nature, present or future, whether not evidenced by any note, agreement or other instrument, arising under this Agreement. Obligation includes, without limitation, all principal, interest (including interest that accrues after the commencement against Borrower under the Bankruptcy Code), fees, expenses, costs or other amounts chargeable to Borrower under this Agreement.

1.2 Accounting Terms. All accounting terms not specifically defined herein shall be construed in accordance with GAAP and all calculations made hereunder shall be made in accordance with GAAP. When used herein, the terms "financial statements" shall include the notes and schedules thereto.

2. LOAN AND TERMS OF PAYMENT

2.1 Advance

(a) Subject to and upon terms and conditions of this Agreement, Lender shall make two (2) Advances to Borrower. The first Advance shall be in the amount of ██████████ to be forwarded to the Borrower on or before January 21st, 1999. The second Advance shall be in the amount of ██████████ to be forwarded to the Borrower on or before February 1st, 1999, whereas the specific date can be further decided by the parties. Interest shall accrue from the date of each Advance at the rate determined below, and shall be payable monthly on the 18th day of each month for each month through the period before the Maturity Date.

(b) Interest. The outstanding principal balance of each Advance shall bear interest until principal is paid (computed daily on the basis of a 360-day year and actual days elapsed) at a rate of 12% per annum.

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(c) Repayment. The entire outstanding principal amount and the interest accrued but unpaid thereon of Advances shall be due and payable on the Maturity Date.

(d) Prepayment of Advances. Borrower may at any time prepay any Advance, in full or in part. Each prepayment shall be made upon the irrevocable written or telephone notice of Borrower received by Lender not less than three (3) Business Days prior to the date of the prepayment of the Advance. The notice of prepayment shall specify the date of the prepayment, the amount of the prepayment, and the Advance or Advances prepaid. Each prepayment of an Advance shall be accompanied by the payment of accrued interest on the amount prepaid.

3. CONDITIONS OF LOANS.

3.1 Conditions Precedent to Initial Advance. The obligation of Lender to make the initial Advance is subject to the condition precedent that Borrower shall have provided to Lender (and, in subsection 3.1(d) hereof, Lender's parent company, WINBOND ELECTRONICS CORPORATION ("WEC"), a company incorporated in Taiwan, Republic of China), in form and substance satisfactory to Lender, the following:

(a) this Agreement;

(b) a certificate of the Secretary of Borrower with respect to incumbency and resolutions authorizing the execution and delivery of this Agreement; and

(c) such other documents, and completion of such other matters, as Lender may reasonably deem necessary or appropriate.

(d) a security interest in Borrower's assets listed in Appendix A hereof ("Collateral") to secure Advances.

3.2 Conditions Precedent to all Advances. The obligation of Lender to make each Advance is further subject to the following condition that the representations and warranties contained in Section 4 shall be true and correct in all material respects on and as of the date of this Agreement and on the effective date of each Advance as though made at and as of each such date, and no Event of Default shall have occurred and be continuing, or would result from such Advance. The request for Advance shall be deemed to be a representation and warranty by Borrower on the date of such Advance as to the accuracy of the facts referred to in this Section 3.2.

Handwritten initials: JPM C.C.

is subject, noncompliance with which could have a Material Adverse Effect.

5.3 Financial Statements, Reports, Certificates. Borrower shall deliver to Lender: (a) as soon as available, a company prepared consolidated balance sheet and income statement covering Borrower's consolidated operations during such period; (b) as soon as available, audited consolidated financial statements of Borrower prepared in accordance with GAAP, consistently applied; (c) within five (5) days of filing, copies of all financial statements and reports sent or made available generally by Borrower to its security holders; and (d) such budgets, sales projections, operating plans or other financial information as Lender may reasonably request from time to time.

5.4 Taxes. Borrower shall make due and timely payment or deposit of all material federal, state, and local taxes, assessments, or contributions required of it by law, and will execute and deliver to Lender, on demand, appropriate certificates attesting to the payment or deposit thereof; and Borrower will make timely payment or deposit of all material tax payments and withholding taxes required of it by applicable laws, including, but not limited to, those laws concerning F.I.C.A., F.U.T.A., state disability, and local, state, and federal income taxes, and will, upon request, furnish Lender with proof satisfactory to Lender indicating that Borrower has made such payments or deposit, provided that Borrower need not make any payment if the amount or validity of such payment is contested in good faith by appropriate proceedings and is reserved (to the extent required by GAAP) by Borrower.

5.5 Further Assurances. At any time and from time to time Borrower shall execute and deliver such further instruments and take such further action as may reasonably be requested by Lender to effect the purposes of this Agreement.

6. NEGATIVE COVENANTS.

Borrower covenants and agrees that, so long as any credit hereunder shall be available and until payment in full of the outstanding Obligations or for so long as Lender may have any commitment to make any Advances, Borrower will not do any of the following:

6.1 Dispositions. Convey, sell, lease, transfer or otherwise dispose of (collectively, a "Transfer"), or permit any of its subsidiaries to Transfer, all or any part of its business or property; (i) Transfers of inventory in the ordinary course of business; (ii) Transfers of non-exclusive licenses and similar arrangements for the use of the property of Borrower or its subsidiaries; or (iii) Transfer of worn-out or obsolete equipment.

6.2 Change in Business. Engage in any business, or permit any of its subsidiaries to engage in any business, other than the businesses currently engaged in by Borrower and any business substantially similar or related thereto (or incidental thereto), or suffer a material change in Borrower's ownership.

6.3 Indebtedness. Create, incur, assume or be or remain liable with respect to any indebtedness, or permit any subsidiary so to do.

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6.4 Encumbrances. Create, incur, assume or suffer to exist any lien with respect to any of its property, or assign or otherwise convey any right to receive income, including the sale of any Accounts, or permit any of its subsidiaries so to do.

6.5 Distributions. Pay any dividends or make any other distribution or payment on account of or in redemption, retirement or purchase of any capital stock.

7. EVENTS OF DEFAULT.

Any one or more of the following events shall constitute an Event of Default by Borrower under this Agreement:

7.1 Payment Default. If Borrower fails to pay the principal of, or any interest on, any Advances on Maturity Date, or fails to pay any of the other Obligations not constituting principal or interest within fifteen (15) days of receipt by Borrower of an invoice for such other Obligations;

7.2 Covenant Default. If Borrower fails to perform any obligation under Section 5 or violates any of the covenants contained in Section 6 of this Agreement, or fails or neglects to perform, keep, or observe any other material term, provision, condition, covenant, or agreement contained in this Agreement, and has failed to cure such default within ten (10) Business Days after Borrower receives notice thereof or any officer of Borrower becomes aware thereof; provided, however, that if the default cannot by its nature be cured within the ten (10) Business Day period or cannot after diligent attempts by Borrower be cured within such ten (10) Business Day period, and such default is likely to be cured within a reasonable time, then Borrower shall have an additional reasonable period (which shall not in any case exceed twenty (20) Business Days) to attempt to cure such default, and within such reasonable time period the failure to have cured such default shall not be deemed an Event of Default (provided that no Advances will be required to be made during such cure period);

7.3 Material Adverse Change. If an event occurs that has or is reasonably likely to result in a Material Adverse Effect;

7.4 Attachment. If any material portion of Borrower's assets is attached, seized, subjected to a writ or distress warrant, or is levied upon, or comes into the possession of any trustee, receiver or person acting in a similar capacity and such attachment, seizure, writ or distress warrant or levy has not been removed, discharged or rescinded within ten (10) days, or if Borrower is enjoined, restrained, or in any way prevented by court order from continuing to

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conduct all or any material part of its business affairs, or if a judgment or other claim becomes a lien or encumbrance upon any material portion of Borrower's assets, or if a notice of lien, levy, or assessment is filed of record with respect to any of Borrower's assets by the United States Government, or any department, agency, or instrumentality thereof, or by any state, county, municipal, or governmental agency, and the same is not paid within ten (10) days after Borrower receives notice thereof, provided that none of the foregoing shall constitute an Event of Default action or event is stayed or an adequate bond has been posted pending a good faith contest by Borrower (provided that no Advances will be required to be made during such cure period):

7.5 Insolvency. If Borrower files a voluntary bankruptcy petition or an involuntary petition is filed against Borrower which is not dismissed within thirty (30) days from the date of filing of such petition:

7.6 Misrepresentation. If any material misrepresentation or material misstatement exists now or hereafter in any warranty or representation set forth herein or in any certificate delivered to Lender as of the date such representation or warranty was made pursuant to this Agreement or to induce Lender to enter into this Agreement; provided, that the Borrower fails to cure such default within five (5) business days after Borrower receives notice thereof or any officer of Borrower becomes aware thereof; provided, however, that if the default cannot by its nature be cured within the five (5) business day period or cannot after diligent attempts by Borrower be cured within such five (5) business day period, and such default is likely to be cured within a reasonable time, then Borrower shall have an additional reasonable period (which shall not in any case exceed ten (10) business days) to attempt to cure such default, and within such reasonable time period the failure to have cured such default shall not be deemed an Event of Default (provided that no Advances will be required to be made during such cure period):

8. LENDER'S RIGHTS AND REMEDIES.

8.1 Rights and Remedies. Upon the occurrence and during the continuance of an Event of Default, Lender may notify its election and demand, as specified hereinafter, to Borrower and Graham & James. If Borrower fails to object to the occurrence of Event of Default by responding such notice of demand to Borrower within five (5) business days upon receipt of such notice, Lender may do any one or more of the following, all of which are authorized by Borrower:

(a) Declare all Obligations, whether evidenced by this Agreement or otherwise, immediately due and payable (provided that upon the occurrence of an Event of Default described in Section 7.5 all Obligations shall become immediately due and payable without any action by Lender);

(b) Cease advancing money or extending credit to or for the benefit of Borrower under this Agreement or under any other agreement between Borrower and Lender; and

(c) Foreclose Collateral and transfer half of Borrower's ownership of Collateral to Lender or WEC.

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8.2 Borrower may object to the occurrence of Event of Default within five (5) business days upon receipt of the notice of demand, as set forth in Section 8.1 hereof, by submitting the underlying dispute to arbitration under the Rules of Conciliation and Arbitration of International Chamber of Commerce. Such arbitration shall be conducted in the city of San Francisco, and the language shall be English.

8.3 Remedies Cumulative. Lender's rights and remedies under this Agreement shall be cumulative. Lender shall have all other rights and remedies not inconsistent herewith as provided under the Code, by law, or in equity. No exercise by Lender of one right or remedy shall be deemed an election, and no waiver by Lender of any Event of Default on Borrower's part shall be deemed a continuing waiver. No delay by Lender shall constitute a waiver, or acquiescence by it. No waiver by Lender shall be effective unless made in a written document signed on behalf of Lender and then shall be effective only in the specific instance and for the specific purpose for which it was given.

8.4 Demand; Protest. Borrower waives demand, protest, notice of protest, notice of default or dishonor, notice of payment and nonpayment, notice of any default, nonpayment at maturity, release, compromise, settlement, extension, or renewal of accounts, documents, instruments, chattel paper, and guarantees at any time held by Lender on which Borrower may in any way be liable.

9. NOTICES

Unless otherwise provided in this Agreement, all notices or demands by any party relating to this Agreement or any other agreement entered into in connection herewith shall be in writing and (except for financial statements and other informational documents which may be sent by first-class mail, postage prepaid) shall be personally delivered or sent by a recognized overnight delivered or sent by a recognized overnight delivery service, certified mail, postage prepaid, return receipt requested, or by telefacsimile to Borrower or to Lender, as the case may be.

The parties hereto may change the address at which they are to receive notices hereunder, by notice in writing in the foregoing manner given to the other.

10. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER

This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of California, without regard to principles of conflicts of law. Each of Borrower and Lender hereby submits to the exclusive jurisdiction of the state and Federal courts located in the County of Santa Clara, State of California. BORROWER AND LENDER EACH HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH PARTY RECOGNIZES AND AGREES THAT THE FOREGOING WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR IT TO ENTER INTO THIS

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AGREEMENT. EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

11. GENERAL PROVISIONS.

11.1 Successors and Assigns. This Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of each of the parties, provided, however, that neither this Agreement nor any rights hereunder may be assigned by Borrower without Lender's prior written consent, which consent may be granted or withheld in Lender's sole discretion. Lender shall have the right without the consent of or notice to Borrower to sell, transfer, negotiate, or grant participation in all or any part of, or any interest in, Lender's obligations, rights and benefits hereunder.

11.2 Indemnification. Borrower shall defend, indemnify and hold harmless Lender and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities or asserted by any other party in connection with the transactions contemplated by this Agreement; and (b) all losses in any way suffered, incurred, or paid by Lender as a result of or in any way arising out of, following, or consequential to transactions between Lender and Borrower whether under this Agreement or otherwise, except for losses caused by Lender's gross negligence or willful misconduct.

11.3 Time of Essence. Time is of the essence for the performance of all obligations set forth in this Agreement.

11.4 Severability of Provisions. Each provision of this Agreement shall be severable from every other provision of this Agreement of the purpose of determining the legal enforceability of any specific provision.

11.5 Amendments in Writing. Integration. This Agreement cannot be amended or terminated orally. All prior agreements, understandings, representations, warranties, and negotiations between the parties hereto with respect to the subject matter of this Agreement, if any, are merged into this Agreement.

11.6 Counterpart. This Agreement may be executed in any number of counterparts and by different parties on separate counterpart, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement.

11.7 Survival. All covenants, representations and warranties made in this Agreement shall continue in full force and effect so long as any Obligations remain outstanding. The obligations of Borrower to indemnify Lender with respect to the expenses, damages, losses,

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costs and liabilities described in Section 11.2 shall survive until all applicable statute of limitations periods that may be brought against Lender have run.

WINBOND INTERNATIONAL CORPORATION

By: *Chin-eh Chang*
Title: *President*

BRIGHT MICRO ELECTRONICS, INC.

By: *Yueh H. Ma*
Title: *President*

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Exhibit A :Collateral for loan to BMI

A) [REDACTED]

B) For the February 1st payment [REDACTED] a collateral of:

(1) Half of BMI ownership of the following patents:

- a) 5,280,446 "Flash EPROM memory circuit having source side injection"
- b) 5,394,360 "Non-volatile large capacity high speed memory with electron injection from a source into a floating gate"
- c) 5,663,907 "Switch driver circuit for providing small sector sizes for negative gate erase flash EEPROMS using a standard twin well CMOS process"

(2) Half of BMI ownership of the following patent applications

a) [REDACTED]

b) 09/083.770 'A Contact-less array of full self-aligned, triple polysilicon, source-side injection, non-volatile memory cells with metal-over laid word lines"

(3) [REDACTED]

Note: if wholly owned patent, then WEC gets 50% ownership.
if 50% owned patent, then BMI offers half of the 50% rights
BMI will execute patent assignment sheets. Actual documents and data base of these collateral's will be filed with a designated third party until the

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time for assignment, for this purpose, Graham and James will serve as the designated third party.

Upon occurrence of an Event of Default, Winbond would notify the third party and BMI. BMI would have five (5) business days to disagree that an Event of Default had occurred or else the third party would transfer the assignments and data base tape to Winbond for Winbond to act as provided in the agreement.

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