

FORM PTO 1595 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)	RECORDATION COVER SHEET PATENTS ONLY	U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name(s) of conveying party(ies): Der-Tsy Fan Jung-Chang Lu Chiou-Feng Chen Prateep Tuntasood Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>Actrans System Inc.</u> Internal Address: _____ Street Address: <u>2F, No. 9, Industry E Rd. IV</u> <u>Science-Based Industrial Park</u> City: <u>Hsinchu</u> State: _____ ZIP: _____ Country: <u>Taiwan</u> Additional name(s) & address(es) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Dates: <u>May 12, 2003 and May 5, 2003</u>	

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) <u>10/336,639</u>	B. Patent No.(s)
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Edward S. Wright</u> Internal Address: <u>DORSEY & WHITNEY LLP</u> Street Address: <u>Four Embarcadero Center, Ste. 3400</u> City: <u>San Francisco</u> State: <u>CA</u> ZIP <u>94111-4187</u>	6. Total Number of applications and patents involved: <u>1</u> 7. Total fee (37 CFR 3.41) . . . <u>1</u> x \$40. <u>\$40.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit Account number: <u>50-2319</u> (Attach duplicate copy of this page if paying by deposit account)
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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.

<u>Edward S. Wright</u> Name of Person Signing Reg. No. 24,903	 Signature	<u>May 16, 2003</u> Date
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Total number of pages including cover sheet, attachments, and document: 4

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

Mail Stop Assignment Recordation Services
Director of the US Patent and Trademark Office
PO Box 1450
Alexandria, VA 22313-1450

ASSIGNMENT

WHEREAS, the undersigned, Der-Tsyr Fan, Jung-Chang Lu and Chiou-Feng Chen residents of Hsinchu, Taiwan; and Prateep Tuntasood, a resident of Santa Clara, California; (hereinafter termed "Inventors"), have invented certain new and useful improvements in **FLASH MEMORY WITH TRENCH SELECT GATE AND FABRICATION PROCESS**, and have executed an application for a United States patent disclosing and identifying the invention; and having Serial No. 10/336,639, and filing date of January 2, 2003; and

WHEREAS, Actrans System Inc. (hereinafter termed "Assignee"), a corporation of Taiwan, having a place of business at 2F, No. 9, Industry E Rd. IV, Science-Based Industrial Park, Hsinchu, Taiwan, 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 by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventors' 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 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 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, covenants and conditions 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 heirs, legal representatives and assigns.

4. Said Inventors hereby 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 **Der-Tsyr Fan** has executed and delivered this instrument to said Assignee this ~~12th~~ day of May, 2003.



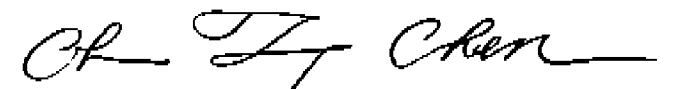
Der-Tsyr Fan

IN WITNESS WHEREOF, said **Jung-Chang Lu** has executed and delivered this instrument to said Assignee this 12th day of May, 2003.



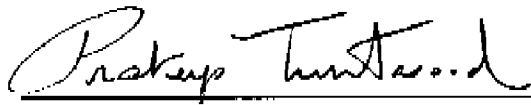
Jung-Chang Lu

IN WITNESS WHEREOF, said **Chiou-Feng Chen** has executed and delivered this instrument to said Assignee this 5th day of May, 2003.



Chiou-Feng Chen

IN WITNESS WHEREOF, said **Prateep Tuntasood** has executed and delivered instrument to said Assignee this 5th day of May, 2003.



Prateep Tuntasood