

02-19-2003

U.S. Department of Commerce
Patent and Trademark Office
Attorney Docket No. 06484.0102
Attorney Customer Number: 22,852

2.12.03



OX ASSIGNMENTS

RE

To the Honorable Commissioner of Patents and
Please record the attached original documents of

102367008

1. Name of conveying party(ies):
Hyundai Electronics Industries Co., Ltd2. Name and address of receiving party(ies) at time of
execution:

Name: Bright Microelectronics Incorporated

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

Internal Address:

3. Nature of conveyance:

Street Address: 1012 Stewart Drive

☒ Assignment ☐ Merger

City: Sunnyvale

☐ Security Agreement ☐ Change of Name

State: CA Zip Code: 94806

☐ Other:

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

Execution Date: November 4, 1998

☐ 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: No application being filed

A. Patent Application Number(s):

B. Patent Number(s):

5,364,806

Additional numbers attached?

☐ Yes☒ No5. Name and address of party to whom correspondence
concerning document should be mailed:6. Total number of applications and registrations
involved:
1

Name: Yitai Hu

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

☒ Enclosed with Request for Recordation of
Assignment originally filed July 10, 2002
(Please charge deficiency to deposit account)☐ Authorized to be charged to deposit accountInternal Address: FINNEGAN, HENDERSON, FARABOW, GARRETT
& DUNNER, L.L.P.

Street Address: 1300 I Street, N.W.

City: Washington

State: D.C. Zip: 20005-3315

8. Deposit Account No.: 06-0916

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.

Elizabeth A. Niemeyer
Reg. No. 52,070

Signature

Feb. 12, 2003
Date

Total number of pages including cover sheet, attachments and documents: 10

01/17/2003

U.S. Department of Commerce
Patent and Trademark Office
Attorney Docket No. 06484.0102
Attorney Customer Number: 22,852

ATTN. BOX ASSIGNMENTS

To the Honorable Commissioner of
Please record the attached original

102336565

1. Name of conveying party(ies):
Hyundai Electronics Industries Co., Ltd

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

Name: Bright Microelectronics Incorporated

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

Internal Address: N/A

3. Nature of conveyance

Street Address: Company No Longer Exists

☒ Assignment ☐ Merger

City: N/A

☐ Security Agreement ☐ Change of Name

State: N/A Zip Code: N/A

☐ Other:

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

Execution Date: November 4, 1998

☐ 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: No application being filed

A. Patent Application Number(s):

B. Patent Number(s):

5,364,806

Additional numbers attached?

☐ Yes ☒ No

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

Name: Yitai Hu

6. Total number of applications and registrations involved:
1

7. 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

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8. Deposit Account No.: 06-0916

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.

07/15/2002 TBIAZI 00000087 5364806

01 FC:581

40.00 OP

Yitai Hu
Reg. No. 40,653

Signature

Date

Total number of pages including cover sheet, attachments and documents: 5

PATENT EXCHANGE AGREEMENT

THIS PATENT EXCHANGE AGREEMENT ("Agreement") is made effective as of the 4th day of November, 1998 ("Effective Date"), by and between Bright Microelectronics Incorporated ("BMI"), a California corporation with its principal place of business located at 1012 Stewart Drive, Sunnyvale, California, 94806, U. S. A., and Hyundai Electronics Industries Co., Ltd., a corporation organized and existing under the laws of the Republic of Korea, having principal offices of business at San 136-1, Ami-ri, Bubal-eub, Ichon-si, Kyoungki-do, 467-701, the Republic of Korea ("HEI").

WHEREAS, BMI owns certain patents and desires to transfer and assign partial ownership of the BMI Patents (hereinafter defined) to HEI under the terms and conditions set forth below.


WHEREAS, HEI owns certain patents and desires to transfer and assign partial ownership of the HEI Patents (hereinafter defined) to BMI under the terms and conditions set forth below; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein, the parties agree as follows:

ARTICLE I DEFINITIONS

1.1 BMI Patents shall mean United States Patent 5,290,721, United States Patent 5,367,185, United States Patent 5,393,360 and United States Patent 5,663,907 and any reissues, renewals, divisions, continuations and continuations-in-part of said United States Patents, together with all foreign counterpart patent applications, utility model applications, patents and utility models of such United States Patents and any reissues, divisions, continuations and continuations-in-part of such foreign counterpart patent applications, utility model applications, patents and utility models.

1.2 HEI Patents shall mean United States Patent 5,278,439, United States Patent 5,364,806 and United States Patent 5,414,693 and any reissues, renewals, divisions, continuations and continuations-in-part of said United States Patents, together with all foreign counterpart patent applications, utility model applications, patents and utility models of such United States Patents and any reissues, divisions, continuations and continuations-in-part of such foreign counterpart patent applications, utility model applications, patents and utility models.



ARTICLE II ASSIGNMENTS

2.1 **BMI** hereby transfers and assigns to **HEI** fifty percent (50%) of its ownership interest in and to the **BMI Patents**. If **BMI** has new patents on dual bit in the future, **BMI** will assign 50% of the new patents to **HEI**.

2.2 **HEI** hereby transfers and assigns to **BMI** fifty percent (50%) of its ownership interest in and to the **HEI Patents**.

ARTICLE III WARRANTIES AND REPRESENTATIONS

3.1 **BMI** represents and warrants that it is the owner of the fifty percent (50%) of the entire right, title and interest in and to the **BMI Patents** and that it has the right to assign such ownership interest to **HEI** as provided for in Section 2.1.

3.2 **HEI** represents and warrants that it is the owner of the entire right, title and interest in and to the **HEI Patents** and that it has the right to assign such ownership interest to **BMI** as provided for in Section 2.2.

3.3 **BMI** represents and warrants that it has the full power, authority and legal right to execute and conclude this Agreement and execution and conclusion of this Agreement do not breach and will not breach any other contracts, agreements or instruments to which **BMI** is a party, or any other law, rule, regulation or order binding upon **BMI** or affecting the **BMI Patents**.

3.4 **HEI** represents and warrants that it has the full power, authority and legal right to execute and conclude this Agreement and execution and conclusion of this Agreement do not breach and will not breach any other contracts, agreements or instruments to which **HEI** is a party, or any other law, rule, regulation or order binding upon **HEI** or affecting the **HEI Patents**.

3.5 Absent the prior written approval of **HEI**, which shall not be unreasonably withheld, **BMI** agrees that it will not assert the **HEI Patents** against a third party, make claims that a third party infringes the **HEI Patents**, grant licenses under the **HEI Patents**, or bring suit under the **HEI Patents**.

3.6 Each party (first party) agrees to indemnify and hold harmless the other party, including its subsidiaries, from and against any loss, liability, claim, or damage (including court costs and reasonable attorney fees) sustained by it or them as a result of the first party making any claim or allegation relating to the **HEI** or **BMI Patents**, or attempting to grant, or granting, any license under the **HEI** or

BMI Patents. Such indemnification shall include any and all attorneys fee, court costs, litigation expenses, and any other expenses incurred by the other party in conjunction with being compelled or required to participate in any legal proceeding, whether arbitration, litigation, negotiation, or other. In connection with the indemnity obligations herein, HEI agrees to give the first party prompt written notices of any claim, demand, or action for which indemnity is sought. The first party agrees to cooperate reasonably in the defense or settlement of any such claim, demand, or action, and to obtain the prior written consent of the other party to any settlement if the other party is adversely affected thereby.

ARTICLE IV MISCELLANEOUS

4.1 This Agreement sets forth the entire agreement and understanding between the parties hereto and merges all prior discussions and agreements previously entered into regarding the subject matter hereof, and neither party shall be bound by any addition to or modification of this Agreement with respect to the subject matter of this Agreement other than as is expressly provided, subsequent to the **Effective Date of This Agreement**, in writing and signed by a duly authorized representative of the party to be bound thereby.

4.2 Each party agrees that it will continue to maintain its patents and applications by paying maintenance fees, annuities or other charges. If a first party decides that it does not wish to pay such charges, it agrees to offer the other party the opportunity to do so, and if the other party agrees to take over responsibility for such payments, then the first party agrees to reassign to the other party its interest in such patent.

4.3 Each party agrees that a copy of this Agreement may be recorded in the United States Patent and Trademark Office in conjunction with the U.S. patents set forth in Sections 1.1 and 1.2. Each party further agrees that copies of the Agreement may also be recorded in the patent offices of corresponding other countries where counterpart of the patents described in Sections 1.1 and 1.2 have been filed.

4.4 All notices required or permitted to be given hereunder shall be in writing and be deemed as given when sent by airmail letter in any post office in the United States or the Republic of Korea, or by facsimile, addressed as follows:

IF TO BMI: Yale Ma
 President
 Bright Microelectronics Incorporated
 1012 Stewart Drive, Sunnyvale, California, 94806, U. S. A.
 Facsimile No.: 1-408-738-8785 / 8666

IF TO HEI:

name CHANG SEOCK HAN
title VICE PRESIDENT
department SEMICONDUCTOR STRATEGIC PLANNING OFFICE
Hyundai Electronics Industries Co., Ltd.
San 136-1, Ami-ri, Bubal-eub, Ichon-si, Kyoungki-do,
467-701, the Republic of Korea
Facsimile No.: 82-336-30-4730

4.5 This Agreement shall be governed by and construed in accordance with the laws of the State of California.

4.6 All disputes and differences between the parties hereto arising out of or under this Agreement shall be settled amicably through negotiations. In case such dispute or difference cannot be settled amicably through negotiations, it shall be finally settled by arbitration in accordance with the rules of International Chamber of Commerce.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives.

Bright Microelectronics Incorporated

BY: [Signature]
NAME: Chungho Y. Ma
TITLE: President
DATE: November 4, 1998

Hyundai Electronics Industries Co., Ltd.

BY: [Signature]
NAME: CHANG SEOCK HAN
TITLE: VICE PRESIDENT
DATE: November 4, 1998