

10-17-2003

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102576747

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

## 1. Name of conveying party(ies):

Fengyan Zhang and Sheng Teng Hsu

9.30-03

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

Name: Sharp Laboratories of America, Inc.

Internal Address: \_\_\_\_\_

Street Address: 5750 NW Pacific Rim Boulevard

City: Camas State: WA ZIP: 98607

Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

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

Execution Date: Zhang (9-26-03); Hsu (9-29-03)

## 4. Application number(s) or registration numbers(s):

26677008

If this document is being filed together with a new application, the execution date of the application is: September 30, 2003

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: David C. Ripma, Patent Counsel

Internal Address: Registration No. 27,672

Sharp Laboratories of America, Inc.

Street Address: 5750 NW Pacific Rim Boulevard

City: Camas State: WA ZIP: 98607

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

1

## 7. Total fee (37 CFR 3.41):.....\$ 40.00

☐ Enclosed - Any excess or insufficiency should be credited or debited to deposit account☒ Authorized to be charged to deposit account

## 8. Deposit account number:

19-1457

10/16/2003 LMUELLER 00000090 191457 10677008

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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.

David C. Ripma, Reg. #27,672

Name of Person Signing

Signature

September 30, 2003

Date

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

4

## **ASSIGNMENT**

WHEREAS, the undersigned Fengyan Zhang, a resident of Vancouver, WA, and Sheng Teng Hsu, a resident of Camas, WA, (hereinafter termed "inventors") have invented certain new and useful improvements in:

### **ONE MASK Pt/PCMO/Pt STACK ETCHING PROCESS FOR RRAM APPLICATIONS**

and have executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

☒ On the 29<sup>th</sup> day of September, 2003, (Hsu) and  
On the 26<sup>th</sup> day of September, 2003 (Zhang);

Or

☐ Said application having been previously filed and assigned  
Serial Number                      /                     , and filing date                     .

WHEREAS Sharp Laboratories of America, Inc., a corporation of the State of Washington, (hereinafter termed "Assignee"), having a place of business at 5750 NW Pacific Rim Boulevard, Camas, State of Washington, wishes to acquire 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, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for 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 in any and all countries of the world for patents, certificates of inventions or other government grants on said invention, including the right to apply for patents pursuant to the International

Convention for the Protection of Industrial property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other 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; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all 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 other countries. Such cooperation by said inventors shall include prompt production of pertinent facts and documents, giving of testimony, executing 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 complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting application for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) 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, reexamination proceedings, compulsory licensing 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, said Inventor's heirs, legal representatives and assigns.

4. Said Inventors hereby warrant and represent that said Inventors have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventor has executed said  
Assignment on the date given below.

(1)   
Fengyan Zhang (Signature)

09/26/03  
(Date)

.....

IN WITNESS WHEREOF, the said Inventor has executed said  
Assignment on the date given below.

(2)   
Sheng Teng Hsu (Signature)

09/29/03  
(Date)

.....