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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 6/30/2005)

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

1. Name of conveying party(ies): 11-19-03  
Hem P. Takiar  
Michael W. Patterson  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: SanDisk Corporation  
Internal Address: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
140 Caspian Court  
City: Sunnyvale State: CA Zip: 94089  
Additional name(s) & address(es) attached?  Yes  No

22141 U.S. PTO 29194064

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3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_  
Execution Date: November 12, 2003

4. Application number(s) or patent number(s): 29194069  
If this document is being filed together with a new application, the execution date of the application is: 11/12/2003  
A. Patent Application No.(s)  
B. Patent No.(s)  
Additional numbers attached?  Yes  No

6. Total number of applications and patents involved: 1  
7. Total fee (37 CFR 3.41).....\$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Burt Magen  
Internal Address: \_\_\_\_\_  
Vierra Magen Marcus Harmon & DeNiro LLP  
Street Address: \_\_\_\_\_  
685 Market Street, Suite 540  
City: San Francisco State: CA Zip: 94105

8. Deposit account number:  
501826  
(Attach duplicate copy of this page if paying by deposit account)

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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.  
Burt Magen, Reg. No. 37,175  
Name of Person Signing  
Signature  
November 19, 2003  
Date

Total number of pages including cover sheet, attachments, and documents: 3

Mail Documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

12/04/2003 KBETEMAI 00000033 29194064

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**JOINT TO CORPORATE ASSIGNMENT**

WHEREAS, the undersigned Inventors:

(1) Hem P. Takiar,  
a resident of 1544 Blackfoot Drive, Fremont, California 94539; and

(2) Michael W. Patterson,  
a resident of 218 N. Tomahawk Island Drive, Portland, Oregon 97217,

have invented certain new improvements that are described and identified in an application for a United States Patent titled:

**MEMORY CARD**

and have executed a declaration for said application on November 12, 2003.

WHEREAS SanDisk Corporation (hereinafter termed "Assignee"), a corporation of the State of Delaware, having a place of business at 140 Caspian Court, Sunnyvale, State of California, 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 jointly or severally 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 each of said Inventors to have been received in full from said Assignee:

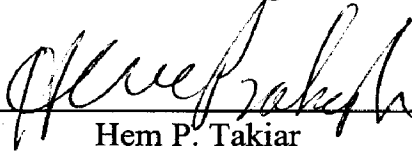
1. Said Inventors do hereby sell, assign, transfer and convey to said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any or all countries of the world for patents, certificates of inventions or other governmental 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.

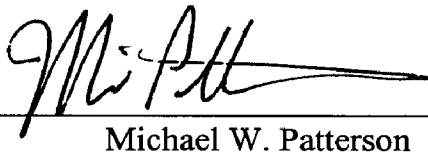
2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein

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 applications 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, their respective heirs, legal representatives and assigns.

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

Dated: 11/12/03 (1)   
Hem P. Takiar

Dated: 11/12/03 (2)   
Michael W. Patterson