

12-15-2003



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U.S. DEPARTMENT OF COMMERCE
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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):
Sheng Teng Hsu, Wei Pan, Fengyan Zhang, Wei-Wei Zhuang and Tingkai Li

12-8-03

Additional names(s) of conveying party(ies) Yes No

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

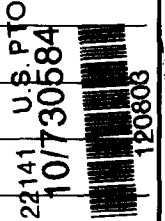
Name: **Sharp Laboratories of America, Inc.**

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: **December 5, 2003**

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

10730584

If this document is being filed together with a new application, the execution date of the application is: **December 8, 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

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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

December 8, 2003

Date

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

5

12/12/2003 LINE 1000 00000272 191457 10730584 40.00 M 01 FC0021

ASSIGNMENT

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

RRAM MEMORY CELL ELECTRODES

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

On the 5th day of December, 2003,

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

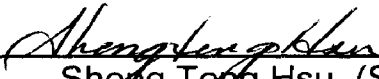
and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, 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) 
Sheng Teng Hsu (Signature)

12/05/03
(Date)

.....

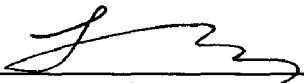
IN WITNESS WHEREOF, the said Inventor has executed said Assignment on the date given below.

(2) 
Wei Pan (Signature)

12/5/03
(Date)

.....

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

(3) 
Fengyan Zhang (Signature)

12/05/2003
(Date)

.....

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

(4) Wei-Wei Zhuang 12/5/2003
Wei-Wei Zhuang (Signature) (Date)

.....

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

(5) Tingkai Li 12/5/2003
Tingkai Li (Signature) (Date)

.....