FORM PTO-1595 RE	9-2004 EET U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office
To the Honorable Commissioner of Patents and Tragemarks.	Atty Dkt No.2003 P 54027 US ease record the attached original documents or copy thereof.
1. Name of conveying party(ies): Peter Thwaite	2. Name and address of receiving party(ies) Name: Infineon Technologies North America Corp. Street Address: 1730 North First Street:
Additional name(s) of conveying party(ies) attached? Yes <u>X</u> No	City: San Jose State: CA ZIP: 95112
<ul> <li>3. Nature of conveyance:</li> <li>X Assignment Merger</li> <li> Security Agreement Change of Name</li> <li> Other</li> <li>Execution Date: January 30, 2004</li> </ul>	Additional name(s) & address(es) attached? Yes <u>_X</u> No
<ul> <li>Application number(s) or patent number(s):</li> <li>If this document is being filed together with a new application, the e</li> <li>A. Patent Application No.(s)</li> </ul>	
Additional numbers attached?Yes _X_No 5. Name and address of party to whom correspondence	6. Total number of applications and patents involved: _1
concerning document should be mailed: Name <u>Ira S. Matsil</u> <u>Slater &amp; Matsil, L.L.P.</u>	7. Total Fee (37 CFR 3.41)
Street Address: <u>17950 Preston Road, Suite 1000</u> City: <u>Dallas</u> State: <u>TX</u> ZIP: <u>75252-5793</u>	Admonzed to be charged to deposit account      B. Deposit Account No. <u>50-1065</u>
DO NOT USE	THIS SPACE
9. Statement and signature To the best of my knowledge and belief, the foregoing information is copy of the original document.           Ira S. Matsil           Name of Person Signing           Reg. No. 35,272           Total number of pages including cover sheet, attachments, and doc	January 30, 2004 Date
2/06/2004 DBYRNE 00000130 501065 10768202	

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## ASSIGNMENT

For good and valuable consideration, I, Peter Thwaite, residing at 14 Beech Street, Burlington, VT, 05401-4018, a British citizen,

hereby sell, assign, and transfer to Infineon Technologies North America Corp., a corporation organized and existing under the laws of the state of Delaware, having its principal place of business at, 1730 North First Street, San Jose, CA 95112;

hereinafter "Assignee", its successors, assigns and legal representatives, the entire right, title and interest in and for the United States and all foreign countries, in and to any and all improvements which are disclosed in the application for United States Letters Patent, which has been executed by the undersigned concurrently herewithin, and is entitled:

## System and Method for Refreshing a Dynamic Memory Device

and in and to said application and all divisional, continuing substitute, renewal, reissue, and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original and reissued patents which have been or shall be filed in the United States and all foreign countries on said improvements;

Agree that Assignee may apply for and receive Letters Patent for said improvements in its own name, and that, when requested, without charge to but at the expense of said Assignee, their successors, assigns, and legal representatives to carry out in good faith the intent and purpose of this agreement, the undersigned will execute all divisional, continuing substitute, renewal, reissue, and all other patent applications on any and all said improvements; execute all

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rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns, and representatives, all facts known to the undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee, its successors, assigns, or representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns, and legal representatives; and

Covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Date:

Peter Thwaite

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**RECORDED: 01/30/2004**