

06-23-2004

Attorney Docket No. MXIC 1557-1

FORM PTO-1595  
(Rev. 6-93)

102774211

U.S. Department of Commerce  
Patent and Trademark Office

To the Honorable Asst. Commissioner for Patents. Please record the attached original documents or copy thereof

1. Name of conveying party(ies):

**Shyi-Shuh Pan**  
**Chong-Jen Huang**

6.14.04

Additional name(s) of conveying parties attached?

☐ Yes ☒ No

2. Name and address of receiving party(ies)

**Macronix International Co., Ltd.**  
**No. 16, Li-Hsin Road**  
**Science-Based Industrial Park**  
**Hsinchu, Taiwan, R.O.C.**

Additional names and addresses attached?

☐ Yes ☒ No

3. Nature of conveyance:

- ☒
- Assignment
- ☐
- Merger
- 
- ☐
- Security Agreement
- ☐
- Change of Name
- 
- ☐
- Other:

Execution Dates: **3 June 2004 (Pan)**  
**24 May 2004 (Huang)**

4. Application Number(s) or Patent Numbers.

10865401

If this document is being filed together with a new application, the execution date of the application is: **6/3/2004 & 5/24/2004**

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: **Warren S. Wolfeld**  
**HAYNES BEFFEL & WOLFELD LLP**  
**P.O. Box 366**  
**Half Moon Bay, California 94019**  
**(650) 712-0340**6. Total number of applications and patents involved **1**7. Total fee (37 CFR 3.41): **\$40.00**

- ☒
- Enclosed
- ☐
- Charge Fees to Deposit Account
- 
- ☒
- Charge any additional fees associated with this paper or during the pendency of this application, or credit any overpayment, to deposit account.

8 Deposit account number: **50-0869 (MXIC 1557-1)**

06/16/2004 MBIZUNES 00000026 10865401

03 FC:8021 40.00 DP

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9. Statement and signature.

*To the best of my knowledge and belief, the foregoing is true and correct and any attached copy is a true of copy of the original document.***Warren S. Wolfeld**  
Name of Person Signing

Signature

**10 June 2004**  
DateAtty Reg. No. **31,454**Total number of pages including cover sheet, attachments and document **3**10. Change Correspondence Address to that of Part 5? ☐ Yes ☐ No

OMB No. 0651-0011 (exp. 4/94)

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15364 U.S. PTO  
10/865401  
061004

JOINT TO CORPORATE  
ASSIGNMENT

WHEREAS, the undersigned,

(1) Shyi-Shuh Pan 潘錫樹  
No.15, Sec. 2  
Fu-nan Lane  
Kaohsiung  
Taiwan, R.O.C.

(2) Chong-Jen Huang 黃中仁  
2F, No.9, Park Ave.1  
Science-Based Industrial Park  
Hsin-chi City  
Taiwan, R.O.C.

hereinafter termed "Inventors", have invented certain new and useful improvements in

**METHOD FOR FABRICATING A FLOATING GATE MEMORY DEVICE.**

and are filing such an application herewith, and have executed an oath or declaration of inventorship for such non-provisional application on:

(1) the 3rd day of June, 2004;

(2) the 24th day of May, 2004;

(hereinafter termed "application"); and

WHEREAS, Macronix International Co., Ltd., a corporation of Taiwan, having a place of business at No. 16, Li-Hsin Road, Science-Based Industrial Park, Hsinchu, Taiwan R.O.C. (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said applications and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of 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 applications and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any 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 foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution 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 prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor 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, the inventors' respective 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, said Inventors have executed and delivered this instrument to said Assignee as of the date written below.

X Shyi-Shuh Pan  
SHYI-SHUH PAN 潘錫樹

Date: X 2004.06.03

X Chong-Jen Huang  
CHONG-JEN HUANG 黃中仁

Date: X 2004.05.24