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Form PTO-1595
(Rev. 10/02)

RECC

U.S. DEPARTMENT OF COMMERCE
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OMB No. 0651-0027 (exp. 6/30/2005)

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102813529

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

1. Name of conveying party(ies):

- (1) Tzung Ting Han
(2) Yin Jen Chen
(3) Ming Shang Chen

8.5.04

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

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

(1) 22 JUL 2004 (2) 26 JUL 2004
(3) 26 JUL 2004

Execution Date: _____

2. Name and address of receiving party(ies)

Name: Macronix International Co., Ltd.

Internal Address: _____

Street Address: No. 16 Li-Hsin Road
Science-Based Industrial Park

City: Hsinchu, TAIWAN State: ROC Zip: _____Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

(1) 22 JUL 2004 (2) 26 JUL 2004
(3) 26 JUL 2004

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

A. Patent Application No.(s) NEW

B. Patent No.(s) _____

Additional numbers attached? ☐ Yes ☒ No

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

Name: Mark A. Haynes

Internal Address: _____

Haynes Beffel & Wolfeld LLPStreet Address: P.O. Box 366City: Half Moon Bay State: CA Zip: 940196. Total number of applications and patents involved: ☐7. Total fee (37 CFR 3.41).....\$ 40.00☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

50-0869 (Docket No. MXIC 1562-1)

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9. Signature.

08/09/2004 KBETENR1 00000011 10911959

03 FC:0021 KENTA SUZUE, 40.00 No. 45,145

Name of Person Signing

Signature

5 AUGUST 2004

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

22581 U.S. PTO
10/911959

080504

PATENT
REEL: 015668 FRAME: 0691

MXIC 1562-1
(P920190)**JOINT TO CORPORATE
ASSIGNMENT**

WHEREAS, the undersigned,

- | | |
|---|--|
| (1) Tzung Ting Han 韓宗廷
No.51, Shengping St.
Yilan City, Yilan County
260, Taiwan | (2) Yin Jen Chen 陳映仁
No.82-1, Sec. 3, Lingyun Rd.
Wugu Township
Taipei County 248, Taiwan |
| (3) Ming Shang Chen 陳銘祥
No.3, Huimin St.
Hsinchu City 300, Taiwan | |

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

MANUFACTURING METHODS AND STRUCTURES OF MEMORY DEVICE

and have filed an application for a United States patent disclosing and identifying the above invention on

_____ as Application No. _____, OR are filing such an application herewith, and have executed an oath or declaration of inventorship for such application on:

- (1) the 22nd day of July, 2004;
(2) the 26th day of July, 2004;
(3) the 26th day of July, 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 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, 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 application 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

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(P920190)

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 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 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 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.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below.

Tzung Ting Han
Tzung Ting Han 韓宗廷

Date: 2004.07.22

Yin Jen Chen
Yin Jen Chen 陳映仁

Date: 2004.07.26

Ming Shang Chen
Ming Shang Chen 陳銘祥

Date: 2004.07.26