

04-04-2005

U.S. DEPARTMENT OF COMMERCE
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RECO.

102973218
PATENTS ONE.

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Chih Chieh Yeh

Execution Date(s) 10 March 2005

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

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

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

State: Hsinchu

Country: Taiwan, R.O.C.

Zip: _____

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☒ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Mark A. Haynes

Internal Address: _____

Street Address: Haynes Beffel & Wolfeld LLP

P.O. BOX 366

City: HALF MOON BAY

State: CA

Zip: 94019

Phone Number: (650) 712-0340

Fax Number: (650) 712-0263

Email Address: mhaynes@hmbay.com

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____

Expiration Date _____

b. Deposit Account Number 50-0869 MXIC 1607-1

Authorized User Name Mark A. Haynes

9. Signature:

Signature

Date

Mark A. Haynes

Name of Person Signing

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

3

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

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PATENT
REEL: 016405 FRAME: 0930

MXIC 1607-1
(P930128)**SOLE TO CORPORATE
ASSIGNMENT**

WHEREAS, the undersigned,

- (1) Chih Chieh Yeh 葉致錯
1F., No. 122, Dajhih St.
Jhongsan District
Taipei City 104 Taiwan R.O.C.

hereinafter termed "Inventor", has invented certain new and useful improvements in

**CHARGE TRAPPING NON-VOLATILE MEMORY AND METHOD FOR
GATE-BY-GATE ERASE FOR SAME**

and has filed two provisional applications for United States patents disclosing and identifying the above invention on 6 July 2004, as Application Nos. 60/585,658 and 60/585,657, and has filed a non-provisional application for a United States patent disclosing and identifying the above invention on _____ as Application No. _____, OR is filing such an application herewith, and has executed an oath or declaration of inventorship for such non-provisional application on:

(1) the 10th day of March, 2005;

(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 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 Inventor to have been received in full from said Assignee:

1. Said Inventor does 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 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.

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2. Said Inventor hereby covenants and agrees 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 Inventor 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 Inventor, his respective heirs, legal representatives and assigns.

4. Said Inventor hereby warrants and represents that he has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

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

Chih Chieh Yeh
CHIH CHIEH YEH 葉致鐸

Date: 2005' 3' 10'