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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) Hsiang Lan LUNG		2. Name and address of receiving party(ies) Name: <u>Macronix International Co., Ltd.</u> Internal Address: _____	
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Street Address: <u>No. 16, Li-Hsin Road</u> <u>Science-Based Industrial Park</u> City: <u>Hsinchu, Taiwan</u> State: _____ Country: <u>R.O.C.</u> Zip: _____	
3. Nature of conveyance/Execution Date(s): Execution Date(s) <u>26 May 2005</u> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other _____		Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
4. Application or patent number(s): A. Patent Application No.(s) 11/009,365		<input type="checkbox"/> This document is being filed together with a new application. B. Patent No.(s)	
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Name and address to whom correspondence concerning document should be mailed: Name: <u>Ernest J. Beffel, Jr.</u> Internal Address: <u>Haynes Beffel & Wolfeld LLP</u> Street Address: <u>751 Kelly Street</u> <u>P.O. Box 366</u> City: <u>Half Moon Bay</u> State: <u>CA</u> Zip: <u>94019</u> Phone Number: <u>(650) 712-0340</u> Fax Number: <u>(650) 712-0263</u> Email Address: <u>ebeffel@hmbay.com</u>		6. Total number of applications and patents involved: <u>1</u> 7. Total fee (37 CFR 1.21(h) & 3.41) \$ <u>40.00</u> <input checked="" type="checkbox"/> Authorized to be charged by credit card <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title)	
9. Signature: <u>Ernest J. Beffel, Jr.</u> Signature Ernest J. Beffel, Jr. Reg. No. 43,489 Name of Person Signing		8. Payment Information a. Credit Card Last 4 Numbers <u>3995</u> Expiration Date <u>3/08</u> b. Deposit Account Number <u>50-0869 (MXIC 1560-1)</u> Authorized User Name <u>Ernest J. Beffel, Jr.</u>	
		01 June 2005 Date	
		Total number of pages including cover sheet, attachments, and documents: <u>3</u>	

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PAGE 8/12 * RCVD AT 6/1/2005 5:22:28 PM [Eastern Daylight Time] * SVR:USPTO-EFAX-1/7 * DNIS:8729306 * CSID:650 712 0263 * DURATION (mm-ss):05-14

PATENT
REEL: 016655 FRAME: 0130

MXIC 1560-1
P920171**SOLE TO CORPORATE
ASSIGNMENT**

WHEREAS, the undersigned,

Hsiang Lan LUNG
102 Town Green Drive
Elmsford, New York 10523
United States of America

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

**SELF-ALIGNED SMALL CONTACT PHASE-CHANGE
MEMORY METHOD AND DEVICE**

and has filed an application for a United States patent disclosing and identifying the above invention on 09 December 2004 as Application No. 11/009,365 and has executed an oath or declaration of inventorship for such application on: the 26th day of MAY, 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.

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

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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, the inventor's respective heirs, legal representatives and assigns.

4. Said Inventor hereby warrants and represents that said inventor 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 date written below.

Hsiang-Lan Lung
Hsiang Lan LUNG 龍翔瀾

Date: 05/26/05

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