

5/31/05

Docket No.: YOR920040426US1

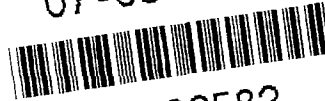
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To the Director of the United States Patent and Trademark Office

original documents or copy thereof.

1. Name of conveying party(ies):

- 1) Toshiharu Furukawa 5) Charles W. Koburger III
2) Mark C. Hakey 6) Chung H. Lam
3) Steven J. Holmes 7) Gerhard I. Meijer
4) David V. Horak

2. Name and address of receiving party(ies):

Name: International Business Machines Corporation

Address: New Orchard Road

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

3. Nature of conveyance:

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

City: Armonk State/Prov.: NY

Country: USA ZIP: 10504

Execution Date: 1) May 5, 2005 5) April 28, 2005
2) May 6, 2005 6) May 27, 2005
3) April 28, 2005 7) April 28, 2005
4) May 5, 2005

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

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

If this document is being filed together with a new application, the execution date of the application is: 1) May 5, 2005

Patent Application No. Filing date

B. Patent No.(s)

- 2) May 6, 2005
3) April 28, 2005
4) May 5, 2005
5) April 28, 2005
6) May 27, 2005
7) April 28, 2005

Additional numbers

☐ Yes ☒ No

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

Name: Pamela M. Riley, Esq.

Registration No. 40,146

Address: McGinn & Gibb, PLLC

2568-A Riva Road, Suite 304

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41):.....\$ 40.00

☐ Enclosed - Any excess or insufficiency should be credited or debited to deposit account

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8. Deposit account number:

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Pamela M. Riley

Name of Person Signing

Signature

May 31, 2005

Date

Total number of pages including cover sheet, attachments, and document: 1

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PATENT
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PATENT ASSIGNMENT FORM

For and in consideration of good and valuable consideration, the receipt and sufficiency thereof being hereby acknowledged, each undersigned inventor acknowledges his/her prior and ongoing obligation to sell, assign, and transfer, and agrees to sell, assign, and transfer the entire world wide right, title and interest for the United States and all foreign countries, in and to any and all inventions and improvements conceived during and within the scope of his/her employment, and further acknowledges that he/she has sold, assigned, and transferred, and hereby sells, assigns, and transfers, unto:

**INTERNATIONAL BUSINESS MACHINES CORPORATION ("IBM"),
Armonk, New York 10504**

a corporation of New York, and IBM desires to acquire all right, title, and interest, in and to the certain inventions (identified below), applications, and any United States and foreign patents to be obtained therefor relating to:

Title of Invention for **MEMORY DEVICE AND METHOD OF MANUFACTURING THE DEVICE BY
SIMULTANEOUSLY CONDITIONING TRANSITION METAL OXIDE LAYERS IN A PLURALITY OF MEMORY
CELLS**

United States Patent

as set forth in United States Patent Application executed by each undersigned inventor on the date indicated by each inventor signature below, and further identified by **Attorney Docket Number YOR920040426S1**;

(select one): ☐ executed concurrently herewith or ☐ Serial No. _____ Filed on _____

for and to said United States Patent Application including any and all divisions or continuations thereof and in and to any and all Letters Patent of the United States and foreign patents and all rights of priority to be obtained therefor which may issue on any such application or for said invention therein disclosed, including any and all reissues or extensions thereof, to be held and enjoyed by, its successors, legal representatives and assigns to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by the undersigned had this Assignment not been made;

Each undersigned inventor hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all such Letters Patent to IBM, its successors and assigns, in accordance herewith;

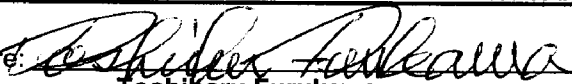
Each undersigned inventor warrants and covenants that he/she has the full and unencumbered right to sell and assign the interests hereby sold and assigned and that he/she has not executed and will not execute any document or instrument in conflict herewith;

Each undersigned inventor further covenants and agrees that he/she, upon the request and at the expense of the IBM, will execute and deliver any papers, make all rightful oaths, testify in any legal proceeding relating to said inventions and improvements, communicate to the IBM all facts known to the undersigned relating to such inventions and improvements and the history thereof; and perform all other lawful acts deemed necessary or desirable by IBM, and its legal representatives, to secure, maintain, and enforce patent protection for such inventions and improvements and for vesting title to such inventions and improvements in the IBM, and in particular to perfect title to said above-identified certain inventions, and applications including divisions and continuations thereof, and any and all Letters Patent which may be granted therefor or thereon, including reissues, extensions, or counterparts;

Each undersigned inventor hereby grants the IBM and the firm of the power to insert in this Assignment any further identification which may be necessary or desirable for recordation of this Assignment.

This assignment is governed by the substantive laws of the state of New York.

Executed by Inventor 1 of 7

Signature:  Date: May 5, 2005
Toshiharu Furukawa

Executed by Inventor 2 of 7

Signature: Mark C. Hakey Date: 5/6/2005
Mark C. Hakey

Executed by Inventor 3 of 7

Signature: _____ Date: _____
Steven J. Holmes

Executed by Inventor 4 of 7

Signature: _____ Date: _____
David V. Horak

Executed by Inventor 5 of 7

Signature: _____ Date: _____
Charles W. Koburger III

Executed by Inventor 6 of 7

Signature: _____ Date: _____
Chung H. Lam

Executed by Inventor 7 of 7

Signature: _____ Date: _____
Gerhard I. Meijer

Executed by Inventor 2 of 7

Signature: _____ Date: _____
Mark C. Hakey

Executed by Inventor 3 of 7

Signature: Steven J. Holmes Date: 4/28/05
Steven J. Holmes

Executed by Inventor 4 of 7

Signature: David V. Horak Date: 5/5/05
David V. Horak

Executed by Inventor 5 of 7

Signature: Charles W. Koburger III Date: April 28, 2005
Charles W. Koburger III

Executed by Inventor 6 of 7

Signature: _____ Date: _____
Chung H. Lam

Executed by Inventor 7 of 7

Signature: _____ Date: _____
Gerhard I. Meijer

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DOCKET NO. YOR920040426US1

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Signature: Mark C. Hakey Date: _____

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Signature: Steven J. Holmes Date: _____

Executed by Inventor 4 of 7

Signature: David V. Horak Date: _____

Executed by Inventor 5 of 7

Signature: Charles W. Koburger III Date: _____

Executed by Inventor 6 of 7

Signature: Chung H. Lam Date: 5-27-2005
Chung H. Lam

Executed by Inventor 7 of 7

Signature: Gerhard Meijer Date: 20-4-2005
Gerhard Meijer