

10-24-2005

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PATENT

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):

(1) Chih Chieh Yeh
(3) Wen Jer Tsai

(1) 10/04/05 (2) 10/04/05

Execution Date(s)

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: Kenta Suzue

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: ksuzue@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 MXIC1638-1

Authorized User Name Kenta Suzue

9. Signature:

Kenta Suzue
Signature

13 Oct 2005
Date

Kenta Suzue

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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MXIC 1638-1
(P940048US)

**ASSIGNMENT
(Joint to Corporate)**

WHEREAS, the undersigned,

- | | |
|--|---|
| (1) Chih Chieh Yeh 葉致鐸
1F., No. 122, Dajhih St.
Jhongshan District
Taipei City 104
Taiwan R.O.C. | (2) Wen Jer Tsai 蔡文哲
No. 11, Lane 36
Rongjheng St., Hualien City
Hualien County 970
Taiwan R.O.C. |
|--|---|

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

**METHOD AND APPARATUS FOR OPERATING NONVOLATILE
MEMORY CELLS WITH MODIFIED BAND STRUCTURE**

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 4th day of October, 2005;
(2) the 4th day of October, 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 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 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 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.

Dated: 2005/10/4

Signed: Chih Chieh Yeh
Chih Chieh Yeh 葉致錯

Dated: 2005/10/4

Signed: Wen Jer Tsai
Wen Jer Tsai 蔡文哲