

12-01-2005

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



11-21-05

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103128552

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) Hsiang Lan Lung (2) Shih Hung Chen
(3) Yi Chou Chen

(1) 11/09/05 (2) 11/09/05

Execution Date(s) (3) 11/21/05

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 MXIC1615-2

Authorized User Name Mark A. Haynes

9. Signature:

Signature

21 NOVEMBER 2005

Date

Mark A. Haynes

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 4

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 1615-2
(P930204US)

ASSIGNMENT
(Joint to Corporate)

WHEREAS, the undersigned,

- | | |
|---|--|
| (1) Hsiang Lan Lung 龍翔瀾
107 Town Green Drive
Elmsford, New York 10523 | 2) Shih Hung Chen 陳士弘
44 Town Green Drive
Elmsford, New York 10523 |
| (3) Yi Chou Chen 陳逸舟
5630 Stevens Creek Blvd., #257
Cupertino, CA 95014 | |

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

**SIDE WALL ACTIVE PIN MEMORY AND MANUFACTURING
METHOD**

and have filed a provisional application for a United States patent disclosing and identifying the above invention on 22 November 2004 as Application No. 60/630,123, and have filed a non-provisional 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 non-provisional application on:

- (1) the 9th day of November, 2005;
(2) the 9th day of November, 2005;
(3) the 21st day of November, 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

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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.

Dated: 11/9/2005

Signed: Hsiang-Lan Lung
Hsiang Lan Lung

Dated: 11/9/2005

Signed: Shih-Hung Chen
Shih Hung Chen

Dated: _____

Signed: _____
Yi Chou Chen

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(P930204US)

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.

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Dated: _____

Signed: _____
Hsiang Lan Lung 龍翔瀾

Dated: _____

Signed: _____
Shih Hung Chen 陳士弘

Dated: 11/21 2005

Signed: Yi-Chou Chen
Yi Chou Chen 陳逸舟